

EMPLOYEE POLICIES AND PROCEDURE MANUAL

The policies and procedures in this manual are not intended to be contractual commitments by The Hughes Agency/Hughes Staffing and employees shall not construe them as such. The policies and procedures are intended to be guides to management and are merely descriptive of suggested procedures to be followed. The Hughes Agency/Hughes Staffing reserves the right to revoke, change or supplement guidelines at any time without notice. No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied from any statements in this manual.

INTRODUCTION TO THE HUGHES AGENCY/HUGHES STAFFING

Welcome to The Hughes Agency/Hughes Staffing. We are pleased to have you with us and hope that you find your new job rewarding and challenging. The Hughes Agency/Hughes Staffing is a growing company, and we feel that all of us have the opportunity to benefit. We want to maintain the benefits of our current environment as we expand and grow the company over the coming years.

To reach our goal we must provide superior service to our customers and this means employing the best people. As a member of The Hughes Agency/Hughes Staffing team, you are critical to our success. Through your success, we can reach our goals.

The Hughes Agency/Hughes Staffing strives to create an exciting, challenging and rewarding work environment that allows you to flourish. As a dynamic company, we offer many career opportunities. We want you to build a long and successful association with The Hughes Agency/Hughes Staffing and be a happy and productive member of our team. Through your dedication, creativity, perseverance and efforts, our company will continue to grow.

Once again, welcome to The Hughes Agency/Hughes Staffing and our best wishes for success. We appreciate your confidence in our future. Let's grow together.

COMPANY HISTORY

The Hughes Agency/Hughes Staffing strives to be the top staffing agency in the Central Arkansas area. Since 1988, we have made a commitment to serve the community and its residents in passionately helping them with their employment needs. Whether you are looking for temporary or long term employment, we are here to help.

COMPANY GOALS

At the Hughes Agency the success of our employees is our passion. We continually strive to have the highest company standards and ethics in the area.

CONTINUITY OF POLICIES - RIGHT TO CHANGE OR DISCONTINUE

This handbook is not to be construed as an employment contract nor is any other company document to be taken as such. I understand that if I accept employment with The Hughes Agency/Hughes Staffing that all job assignments will be of temporary nature, and that I am not guaranteed any full time permanent employment. The Hughes Agency/Hughes Staffing job assignments range from "temporary only" to "temp to screen" which means that employer will screen the temporary before hiring them permanent; this also means that the temporary work is not guaranteed employment with that client. I understand that my employment with The Hughes Agency/Hughes Staffing is at will which may be terminated without notice or cause.

The Hughes Agency/Hughes Staffing reserves the right to revoke, change, or supplement these guidelines at any time without notice. Such changes shall be effective immediately upon approval by

management unless otherwise stated.

No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied by statements in this manual.

All employees are employed at will. This means they can be terminated at any time for non-discriminatory reasons.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the Company to provide equal employment opportunity for all employees. Accordingly, the Company will not engage in any form of employment discrimination based on race, color, national origin, sex or gender, religion, age, disability, veteran or military status, genetic information or any other legally protected status. The Company hereby affirms its desire to maintain a work environment for all employees that is free from all forms of unlawful employment discrimination.

Employment discrimination based on race, sex or gender, color, national origin, religion, age, disability, veteran or military status, genetic information or any other legally protected status is a violation of Company policy as well as federal and state law, and will not be tolerated.

If you believe you have been the subject of employment discrimination, you should **immediately** report the problem to your supervisor or the Hughes Agency/Hughes Staffing Human Resources Department. "Immediately" normally means the same day of the alleged discrimination. The failure to make a timely report of alleged discrimination may be a factor used in deciding the merits of the allegation. Your complaint will be promptly investigated. All employees are expected to cooperate fully in such investigations. To the extent feasible, all internal investigations and/or actions taken to resolve complaints of employment discrimination will be confidential.

Retaliation against any employee for making a complaint under this policy or for providing information during an investigation is strictly prohibited, will not be tolerated, and is a violation of this policy.

ANTI-HARASSMENT POLICY

It is the policy of the Company to provide a workplace free from harassment based on race, color, national origin, sex or gender, religion, age, veteran or military status, genetic information, disability, or any other legally protected status. Harassment includes any verbal or other conduct that demeans, insults or intimidates an employee or group of employees because of their race, color, national origin, gender, religion, age, veteran or military status, genetic information, disability, or any other legally protected status. Prohibited conduct includes, but is not limited to, jokes, labels, names, verbal abuse, ridicule or stories offensive to a particular group of persons.

Because of the Company's strong disapproval of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment, including:

1. Unwelcome sexual advances, including:
 - Unwelcome requests for dating.
 - The request for sexual acts or favors.
2. Verbal abuse of a sexual nature, including:
 - Sexually related comments or joking.
 - Graphic or degrading sexual comments about another's appearance.

3. Nonverbal abuse of a sexual nature, including:
 - Suggestive or insulting noises, leering, whistling or making obscene gestures, e.g., giving someone the finger.
 - The display of sexually suggestive objects or pictures.
4. Physical conduct of a harassing nature, including inappropriate touching or brushing the body of another.
5. Any other verbal, nonverbal or physical conduct of a harassing nature.

If you believe you have been the subject of harassment by anyone, including supervisors, officers, co-workers or clients, you should **immediately** report the problem to the Hughes Agency/Hughes Staffing Human Resources Department. "Immediately" normally means the same day of the alleged harassment. The failure to make a timely report of alleged harassment may be a factor used in determining the merits of the allegation.

Your complaint will be promptly investigated. All employees are expected to cooperate fully in such investigations. To the extent feasible, all internal investigations and/or actions taken to resolve complaints of harassment will be confidential.

Discrimination or retaliation against any employee for making a complaint under this policy or for providing information during an investigation is strictly prohibited, will not be tolerated, and is a violation of this policy.

Any employee who violates this policy will be subject to appropriate discipline, up to and including termination. Any supervisor who knowingly permits harassment or retaliation to take place in his or her areas of supervision will be subject to appropriate discipline, up to and including termination.

AMERICANS WITH DISABILITIES ACT POLICY

The Americans with Disabilities Act (the "ADA") requires an employer to provide reasonable accommodation to qualified individuals with disabilities, unless to do so would cause undue hardship. In general, an accommodation is a change in the work environment or in the way things are customarily done that is not unreasonable and that enables an individual with a disability to enjoy equal employment opportunity.

There are a number of possible reasonable accommodations, including:

1. Making existing facilities accessible
2. Restructuring non-essential elements of a job
3. Acquiring or modifying equipment
4. Changing or modifying tests, training materials, or policies
5. Part-time or modified work schedules
6. Permitting the use of vacation or an unpaid leave of absence

Reassignment to a vacant position is also a reasonable accommodation if the disabled employee is qualified for the position. Vacancies in the employee's department will be considered initially. If no

suitable vacancies exist in the employee's department, vacancies in other departments will then be considered. If an employee is reassigned to a vacant position, the employee will receive the wage rate for the vacant position. Requests for accommodation will be considered on a case-by-case basis.

Please inform the Hughes Agency/Hughes Staffing Human Resources Department if you believe an accommodation is needed. When the disability and/or need for accommodation are not obvious, the Company may require the individual to provide documentation from the appropriate medical provider concerning the disability and the need for a reasonable accommodation.

GENETIC INFORMATION NONDISCRIMINATION ACT POLICY

The Company complies with the Genetic Information Nondiscrimination Act (GINA) and the Genetic Information in the Workplace Act (GIWA). GINA and GIWA prohibit employers and other entities covered by these laws from requesting or requiring the disclosure of genetic information of an employee or family member of an employee, except as specifically allowed by these laws. To comply with these laws, employees should not, directly or indirectly, disclose any "Genetic Information" to the Company at any time.

"Genetic Information" includes an employee's family medical history, the results of an employee's or family member's genetic tests, the fact that an employee or an employee's family member sought or received genetic services, and genetic information of a fetus carried by an employee or an employee's family member or an embryo lawfully held by an employees or family member receiving assistive reproductive services.

WORKPLACE VIOLENCE POLICY

The Company has a policy of zero tolerance of violence in the workplace. The goal of the Company is to create a work environment of respect and safety that is free from intimidation, threats, and acts of violence.

Any behavior that threatens the life or well-being of others is unacceptable and will not be tolerated. The list of unacceptable behavior includes, but is not limited to:

- Intimidating, threatening or hostile statements or actions.
- Name-calling, ethnic or racial epithets.
- Intending to or expressing intent to harm an employee or his/her family, friends, or associates.
- The intentional destruction or threat of destruction of company property or property owned or in the possession of an employee.
- Making harassing or threatening telephone calls, letters or other forms of written or electronic communications.
- Profanity or obscene language or gestures.
- Jokes or offensive comments, including comments regarding, or references to, violent events and/or behaviors
- Physical abuse or attack, waving fists, pushing, stalking, or bullying.
- Vandalism, arson or sabotage.
- Throwing things or damaging property.
- The use or carrying of weapons of any kind on company property.

- Any other act or behavior (slamming doors, for example) that is inappropriate and inconsistent with the policy of no violence in the workplace.

The Company will not tolerate workplace violence of any type, from any source. This includes threatening or violent actions by employees, clients or visitors.

Any individual who believes he/she has been subjected to, has observed or has knowledge of actual or potential workplace violence should immediately notify the Hughes Agency/Hughes Staffing Human Resources Department. If an imminent danger or threat exists, employees should contact the local Police Department or dial 911.

The Company will respond promptly and aggressively to deal with threats or acts of workplace violence. This response will include timely involvement of law enforcement agencies, when appropriate. Violations of this policy will result in disciplinary action, up to and including termination.

SUBSTANCE ABUSE AND DRUG FREE WORKPLACE POLICY

ILLEGAL DRUGS

The following acts or conduct constitute violations of this Policy:

1. The use or possession of illegal drugs on The Hughes Agency/Hughes Staffing premises, while working for any Client company or while conducting The Hughes Agency/Hughes Staffing business;
2. The use, sale, distribution, purchase, manufacture or transfer of illegal drugs at any time or place, or the attempt to perform any of these acts (with the exception of approved medical marijuana use, possession or transfer pursuant to the terms of the Arkansas Medical Marijuana Amendment while not at work and while off The Hughes Agency/Hughes Staffing or Client company premises); and
3. The possession of illegal drug paraphernalia by employees on The Hughes Agency/Hughes Staffing or Client company premises or during The Hughes Agency/Hughes Staffing or Client company working hours (except for paraphernalia related to medical marijuana possessed by a qualifying patient or by a designated caregiver pursuant to the terms of the Arkansas Medical Marijuana Amendment).

The term “illegal drug” includes medical marijuana, which is still illegal under federal law, and the improper use of legal prescription drugs.

Any violation of this Policy will result in immediate disciplinary action, up to and including termination of employment.

ALCOHOLIC OR INTOXICATING BEVERAGES

The unauthorized use or possession of alcohol or intoxicating beverages on The Hughes Agency/Hughes Staffing or Client company premises or during work hours is a violation of this policy. Additionally, a BAC or BRAC at 0.04 or above while on The Hughes Agency/Hughes Staffing or Client company premises or during working time is a violation of this policy.

At designated The Hughes Agency/Hughes Staffing or Client company-sponsored or approved events, as approved by Management Committee Member, the possession or use of alcoholic beverages does not constitute a violation of this policy. If alcohol is served at these designated events, employees are expected to conduct themselves in a manner so that they do not represent a danger to themselves or other employees, to the general public, or to The Hughes Agency/Hughes Staffing or Client company's reputation.

REQUIRED NOTIFICATION RELATED TO CERTAIN MEDICATIONS

Any employee undergoing medical treatment through the use of any drug or medication (including medical marijuana) that will affect the employee's ability to safely perform job-related functions, must notify the head Human Resources Representative at the employee's designated work location, or his/her designated representative, in writing, that the employee is using a medication. (The employee does not necessarily have to provide the HR representative with the name of the medication.) The HR representative will then notify an appropriate health care provider, e.g. a nurse, to evaluate the situation and make a recommendation. The HR representative or the health care provider may contact in writing the employee's health care provider for additional information about his or her ability to safely perform job-related functions.

Any employee who exhibits suspect behavior while taking a medication, which is determined by the Client company or The Hughes Agency/Hughes Staffing to a) limit the employee's ability to safely perform the employee's job functions, b) induce inappropriate conduct or behavior by the employee, c) significantly limit the employee's productivity or d) endanger other people or property may be required to remain off work or to transfer to another open job during the treatment period.

REQUIRED NOTIFICATION REGARDING DRUG-RELATED CONVICTIONS

Any employee must, as a condition of employment, notify The Hughes Agency/Hughes Staffing of any conviction for a drug-related offense, regardless of whether the violation occurs on The Hughes Agency/Hughes Staffing premises, on the premises of a workplace under the control of The Hughes Agency/Hughes Staffing or Client company, or while otherwise on the job. "Conviction" means finding guilt (including plea of nolo contendere) or imposition of sentence, or both, by any judicial body with the responsibility to determine violation of federal, state, or local criminal statutes. The employee must report the conviction no later than five (5) calendar days after the conviction. An employee's failure or refusal to report a conviction as outlined above constitutes a violation of this policy.

POLICY ENFORCEMENT

SEARCHES AND INSPECTIONS

The Hughes Agency/Hughes Staffing and Client company possess the right at all times, while employees are entering, departing, or are on The Hughes Agency/Hughes Staffing or Client company premises to conduct unannounced searches and inspections of all The Hughes Agency/Hughes Staffing or Client company facilities and properties, and everything on those facilities and properties. All employee personal property on The Hughes Agency/Hughes Staffing or Client company premises may be searched. There should be no expectation of privacy.

Although The Hughes Agency/Hughes Staffing or Client company will normally attempt to notify an employee before conducting a search of an employee's personal effects, searches may be initiated without prior notice and conducted at times and locations as deemed appropriate by The Hughes Agency/Hughes Staffing or Client company. An employee's refusal to consent to a search when

requested by The Hughes Agency/Hughes Staffing or Client company constitutes a violation of this policy.

SUBSTANCE ABUSE TESTING

Under this Policy, The Hughes Agency/Hughes Staffing or Client company will implement pre-employment, reasonable suspicion, possession, post-accident, random, and return to duty/follow-up testing. The Hughes Agency/Hughes Staffing and Client company reserves the right, as a condition of employment or continued employment, to request employees to submit to tests, including urine tests, breath tests, saliva tests, blood tests or other tests or examinations to determine the use of any illegal drugs (including the misuse of any legal prescription drugs) or alcohol, or the employee's fitness for duty ("test" or "tests"). These tests, which may be unannounced, may be utilized under the following circumstances:

PRE-EMPLOYMENT

Pre-employment testing is required of applicants or candidates as a condition of employment.

REASONABLE SUSPICION

The Hughes Agency/Hughes Staffing or Client company may request an employee or employees to submit to a test when a supervisor has reasonable suspicion to believe that an employee is using or under the influence of illegal drugs or alcohol, or where a supervisor is concerned, and can articulate facts demonstrating that concern, about the employee's safety, the safety of the general public or the risk of damage to property due to an employee's mental or physical condition or behavior. Furthermore, The Hughes Agency/Hughes Staffing or Client company may request an employee or group of employees to submit to a test when The Hughes Agency/Hughes Staffing or Client company has reason to believe that specific individuals (or all or portions of groups, shifts, or those at an entire location or work area) are suspected of using or possessing illegal drugs, alcohol, drug paraphernalia, , or when any of these items are found in an area controlled or used exclusively by a designated employee or group of employees.

POSSESSION

The Hughes Agency/Hughes Staffing or Client company may request an employee or employees to submit to a test if an employee is found in possession of suspected illegal drugs, alcohol or illegal drug paraphernalia.

POST-ACCIDENT

If an employee suffers an on-the-job injury (requiring treatment from a medical provider, e.g. a nurse or doctor) or if a serious or potentially serious accident or incident occurs in which safety rules and procedures were violated, equipment or property was damaged (including but not limited to automobiles, trucks, and other equipment), or careless acts were performed, The Hughes Agency/Hughes Staffing or Client company will request any employee implicated in the accident to submit to a test if there is a reasonable basis for believing drug or alcohol use could have contributed to the accident or incident and a drug test is able to accurately identify impairment at the time of the incident that was caused by drug use. If an employee or other person on The Hughes Agency/Hughes Staffing or Client company premises fails to use prescribed personal protective equipment while working on The Hughes Agency/Hughes Staffing or Client company premises or while working on The Hughes Agency/Hughes Staffing time, The Hughes Agency/Hughes Staffing or Client company may request the employee submit to a test.

RANDOM

The Hughes Agency/Hughes Staffing or Client company may request that employees submit to random drug testing. A bias free method of employee selection is used to ensure that the employees are randomly selected. Random alcohol testing is typically not performed unless job-related and consistent with business necessity.

RETURN TO DUTY AND FOLLOW-UP

When an employee returns to work from a disabling injury, extended absence or illness, or upon completion of an approved substance treatment or counseling program, The Hughes Agency/Hughes Staffing or Client company may request the employee to submit to a test as a condition or reinstatement. The Hughes Agency/Hughes Staffing or Client company may continue to request follow-up tests, including unannounced tests, as permitted by applicable law, following completion of an approved substance treatment or counseling program.

CONSENT

Any employee who refuses to submit to drug and/or alcohol testing under this policy will be subject to immediate discharge and denial of re-employment opportunities. Any applicant who refuses to submit to a test under this policy will not be considered for employment.

SPECIMEN COLLECTION AND TESTING PROCEDURE

Urinalysis is the method normally employed for testing for the presence of drugs, but The Hughes Agency/Hughes Staffing or Client company reserves the right to utilize other methods. The Hughes Agency/Hughes Staffing or Client company may require observed collection of a specimen if the professional collection specialist believes that the individual providing a specimen has attempted to or has substituted, tampered with, or adulterated a specimen. If the results of the screening test are positive, a confirmation test will be performed to corroborate the results of the screening test. The results of the confirmation test are controlling. The laboratory will retain, for a period of one year, a portion of all specimens that test positive. Any employee who tests positive may have another test performed, at the employee's expense, upon the retained portion of the specimen. The Hughes Agency/Hughes Staffing or Client company and/or its agent or designee retains the right, at all times, to direct control of the specimen, including transportation to and from the approved retesting laboratory. Consideration will be given to the results of the retest. However, those results are not binding upon The Hughes Agency/Hughes Staffing or Client company. Breath or saliva testing will be the methods normally employed for testing for the presence of alcohol, but The Hughes Agency/Hughes Staffing or Client company reserves the right to utilize other methods. A saliva or breath specimen will be first being obtained from the employee or applicant, and a test will be performed. If the results are positive, an EBT or other test will be utilized for a confirmation test. The results of the confirmation test are controlling.

TEST RESULTS

MEDICAL REVIEW OFFICER

The Hughes Agency/Hughes Staffing and Client company utilize the services of an MRO to review test results.

DRUGS

A positive test result occurs when the initial screening and the confirmation test indicates the presence of the drug(s) for which the test was conducted. A positive test result is a violation of The Hughes Agency/Hughes Staffing and Client company policy. A negative test result occurs when either the initial screening or the confirmation test indicates the absence of the drug(s) for which the test was conducted. If the employee tests positive for a substance for which the employee could have a valid explanation, i.e. a legal drug, the MRO will request the employee to provide an explanation for the positive test results, including, but not limited to, documents or a container demonstrating a current and valid prescription from a physician of the drug or medication which caused the positive test result. After consideration of the employee's explanation, if the MRO determines that the employee has a valid explanation for the positive test results, e.g. the employee is properly taking a legal drug, the MRO will report the test result as a negative. The Hughes Agency/Hughes Staffing and Client company nevertheless retain the right to ensure that the employee can safely perform the functions of the employee's position and that the employee's use of the drug or medication does not constitute a threat of harm to the employee or others.

ALCOHOL

A positive test result occurs when both the initial test and the confirmation test indicate the presence of alcohol equal to or greater than 0.04. A positive test result is a violation of this policy. A negative test result occurs when either the initial test or the confirmation test indicates the presence of alcohol less than 0.04.

POTENTIAL ACTIONS FOR VIOLATIONS OF THIS POLICY

In general, any violation of this Policy will lead to immediate disciplinary action, up to and including termination of employment.

APPLICANTS

Any applicant who tests positive for illegal drugs or alcohol will not receive any further consideration for employment. An exception may be made if a positive test is the result of a medical marijuana prescription allowed by Arkansas law.

REFUSAL TO SUBMIT TO SEARCH, INSPECTION, OR SUBSTANCE ABUSE TESTING

Any employee who refuses to submit to a search, inspection or substance abuse testing as described in this Policy will be discharged.

CONVICTION OF A DRUG OFFENSE

Any employee convicted under federal, state, or local law of any offense relating to illegal drugs may be discharged.

SUBSTITUTION OR ALTERATION OF SPECIMENS/TAMPERING WITH SPECIMENS

Any employee whom The Hughes Agency/Hughes Staffing believes has or has attempted to degrade, dilute, switch, alter, or tamper with, in any manner, a specimen to be submitted for drug or alcohol testing will be discharged. Alternatively, The Hughes Agency/Hughes Staffing may request the employee to provide another specimen under conditions that will ensure the integrity of the specimen, including observed collection procedures.

WARNING: In some states, adulterating or substituting a sample, or attempting to do so, may be considered a crime.

OBSERVED USE/POSSESSION OF ILLEGAL DRUGS AND OBSERVED USE/CONSUMPTION/POSSESSION OF ALCOHOL ON THE JOB.

These circumstances will result in immediate suspension without pay, and the employee may be subjected to tests and further investigation to determine the nature and extent of the employee's involvement with the illegal drug(s) and/or alcohol. If the investigation reveals that the employee violated this Policy, the employee will be discharged. If the investigation reveals otherwise, the employee will be returned to work and paid for the time off.

RANDOM

Any employee who test positive for illegal drugs will be discharged.

RETURN TO DUTY AND FOLLOW-UP

Any employee who test positive for illegal drugs on a return to duty test, following a disabling injury or an extended absence or illness, will be discharged. Any employee who test positive for illegal drugs or alcohol on a return to duty or follow-up test, following completion of an approved substance abuse treatment or counseling program, will be discharged.

SAFETY ISSUES RELATED TO PRESCRIPTION DRUG USE (INCLUDING MEDICAL MARIJUANA).

When an employee fails to notify The Hughes Agency/Hughes Staffing or a Client company of the use of a prescription drug (including medical marijuana) that will and in fact does impact the ability of the employee to safely perform his or her job duties, the employee may be placed on leave, with or without pay. The employee may then be subjected to drug tests or a medical examination, or both, to determine the employee's ability to safely perform the job. If the employee's on-going use of the prescription drug prevents the employee from safely performing the functions of his or her position, or creates the likelihood of harm to the employee or others, or damage to property, the employee will either be required to remain off work or be transferred to another open job that the employee can safely perform. If those actions are not feasible, then the employee will be subject to alternative actions, including possible termination of employment with eligibility for rehire.

EFFECT OF A POSITIVE TEST RESULT ON AN EMPLOYEE'S UNEMPLOYMENT OR WORKERS' COMPENSATION CLAIM

A positive test results for illegal drugs or alcohol could result in an employee being denied, or receiving reduced, unemployment benefits or workers' compensation benefits, or both.

EMPLOYEE PARTICIPATION IN A SUBSTANCE ABUSE REHABILITATION PROGRAM

This portion of the policy is intended to provide employees with The Hughes Agency/Hughes Staffing's view towards voluntary participation in a substance abuse rehabilitation program ("Program"). The Hughes Agency/Hughes Staffing supports employees who recognize their own substance abuse problems and encourage those employees to seek professional help to resolve those problems. The name, address, and telephone number to The Hughes Agency/Hughes Staffing's Employee Assistance Program and/or local drug or alcohol rehabilitation programs is attached to this Policy and marked as Attachment 1. However, every employee is responsible for seeking help before drug and alcohol problems lead to disciplinary action. An employee's voluntary participation in a program will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. On the other hand, participation in a program is not a defense to or a substitute for disciplinary action imposed for violations of this policy. The key is to seek professional assistance when it is needed and before this policy is violated.

SMOKING POLICY

The Company is committed to a healthy and safe workplace. Smoking is permitted only in the designated smoking areas. No smoking is allowed inside the Company's offices, break area, rest rooms or enclosed buildings. All employees, clients and other visitors are expected to comply with this policy, and employees who violate it or who retaliate against anyone who complains of a violation of this policy, will be disciplined.

Should you have a question, complaint or dispute about smoking in the workplace, talk with The Hughes Agency/Hughes Staffing Human Resources Department.

EMPLOYEE SAFETY

ACCIDENT/INJURY ON THE JOB POLICY

Unless an injury either renders the employee physically or mentally unable to do so, or is made known to us immediately after it occurs, the employee shall report any injury or near misses/accidents, regardless of severity, to The Hughes Agency/Hughes Staffing safety coordinator. The AR-N form will be provided by us. We shall not be responsible for disability, medical, or other benefits prior to receipt of the AR-N form. The preceding does not apply when the employee requires emergency medical treatment outside our normal business hours; however, in that event, the employee shall provide the AR-N form to us on the next regular business day. We have selected Concentra Urgent Care, 3470 Landers Road, North Little Rock, AR 501-945-0661 as our workers' compensation treating physician. Any treatment or services furnished or prescribed other than attending physician, except emergency treatment, may be at the employee's own expense. Our employees are our greatest assets and we are committed to providing prompt, high-quality medical care and returning injured workers to full gainful employment as soon as is medically feasible.

If you are injured on the job while employed for The Hughes Agency/Hughes Staffing you must notify The Hughes Agency/Hughes Staffing office immediately. You must also notify your on-site supervisor at the job site where you are working. Be prepared when notifying the supervisor to give details of the accident, exact time and place, and a list of witnesses. This information must also be provided to The Hughes Agency/Hughes Staffing within 24 hours. In the event of an accident where medical care is necessary, you must call The Hughes Agency/Hughes Staffing to notify the care provider. If an injury or illness does occur we ask that you report to:

Concentra Urgent Care

**3470 Landers Road, North Little Rock, AR 72117
501-945-0661**

Employees Immediately report all injuries, illnesses and incidents (regardless of severity) Return to transitional duty assignment and follow recommended physical restrictions and treatment plan at home and work. Stay in touch with your employer and the Insurance Claim Case Manager. If you are experiencing difficulty with your transitional work assignment, contact your supervisor and/or internal claim coordinator immediately.

At any time of treatment for an accidental injury we reserve the right to request a test for the presence of drugs and alcohol. Refusal to take such a test or a positive result on the test may result in immediate termination. The Hughes Agency/Hughes Staffing is dedicated to your needs. Safety suggestions are always welcome. Safety is everyone's responsibility and begins with you!

As a joint protection to the employee and The Hughes Agency/Hughes Staffing, employees who have been absent from work because of serious illness or injury are required to obtain a doctor's release specifically stating that the employee is capable of performing his or her normal duties or assignments with or without reasonable accommodations. A serious injury or illness is defined as one that results in the employee being absent from work for more than two (2) consecutive weeks or one which may limit the employee's future performance of regular duties or assignments. (Also see Medical/Family Leave policy or ADA policy.)

RETURN TO WORK POLICY

The Hughes Agency/Hughes Staffing will make every effort possible to provide transitional work intended to facilitate a return to regular work duties as soon as medically feasible. These positions may be offered at any location or any department/shift as we can accommodate. Injured employees who are released to transitional duty, and offered a transitional duty job, will be offered wages determined by the employer. If there is a difference between an employee's regular rate of pay and the transitional duty pay, an employee may be entitled to additional benefits in accordance with the state law.

VOLUNTARY RESIGNATION

All employees are required to report their availability every morning by phoning in or signing in at the office. At the end of each job assignment, you must call in or sign in available daily. Non-compliance with this policy will be considered a voluntary resignation and you may be ineligible for unemployment benefits. By signing the agreement that you have received this policy and procedure manual you acknowledge that it is your responsibility to make yourself aware of this policy and all other policies in this manual.

RULES OF CONDUCT

The appearance and conduct of all employees reflect on the image of The Hughes Agency. Employees must, therefore, perform their duties efficiently, courteously, and to the best of their abilities. Employees are expected to refrain from actions that will reflect poorly on themselves and The Hughes Agency. Proper conduct and performance are requirements in any work environment. If there are times when those standards are not being met, then the supervisor may point out performance or behavioral problems which require the employee's attention and improvement. Certain actions may subject an employee to corrective action, ranging from a verbal warning or reminder, written reprimand, suspension, or termination. There is no requirement that corrective action follow any specific sequence. Based upon the severity of the conduct, termination may result from the first offense. The specific corrective action utilized will depend on the nature of the violation, prior work history and tenure. Of course, both you and The Hughes Agency have the right to terminate our employment relationship at any time, for any reason or no reason, as long as the termination does not violate state or federal statutes. The following are examples of some conduct that may result in corrective action, including termination:

1. Rudeness, insolence, or other improper conduct, including vulgarity and excessive use of profane language toward another employee, resident, visitor, vendor or customer.
2. Excessive absence, tardiness, or absence without notice. This also includes stopping work before specified times and leaving the work area during work hours without permission.
3. Divulging confidential information to any unauthorized person.

4. Theft and/or dishonesty, or any attempt thereof. This includes, but is not limited to, misappropriation of The Hughes Agency property, job site property, including unauthorized use of The Hughes Agency telephones, equipment, materials or property or materials or property of a Hughes Agency employee or customer.
5. Failure to report misuse, destruction, theft, conversion or unauthorized removal of such property by another employee.
6. Insubordination and deliberate disobedience of instructions from a supervisor, including disrespectful conduct.
7. Intimidation or coercion of another employee for any reason.
8. Fighting or assault, or engaging in any physical violence, threats of physical violence, or any reckless conduct towards any employee or anyone else. This includes any conduct that endangers the life, safety or property of an employee, or a visitor. Horseplay is prohibited.
9. Sexual or other unlawful or unwelcome harassment.
10. Possession, sale, consumption, use or distribution of illegal drugs.
11. Use of illegal drugs or alcohol at any time during working hours and/or while operating employer-owned vehicles or equipment.
12. Willful, negligent, frequent or substantial damage or destruction of The Hughes Agency property, or anyone's property.
13. Possession of firearms or other weapons, cameras, recording equipment or transmitting devices on The Hughes Agency premises or a job site without the written consent of management.
14. Poor work performance, poor work productivity, or poor workmanship, including inefficient or negligent performance of assigned duties, loafing on the job, sleeping on the job and/or negligent/intentional restriction of output.
15. Excessive personal phone calls. Calls are to be kept to a minimum and brief as possible.
16. Absent from work without notice.
17. Performing unauthorized work.
18. Failure to report an accident, including an accident by another employee.
19. Having unauthorized personal visitors on the job site.
20. Clocking in for another employee without prior written authorization of the supervisor.
21. Falsification or misstatement of employment application, reports, records, or documents.

22. Concealment of errors/mistakes.
23. Smoking in areas that are designated as non-smoking areas.
24. Inappropriate lifting techniques.
25. Failure to attend staff meeting or in-services.
26. Failure to wear proper uniform.
27. Failure to furnish license, credentials and current health card.
28. Failure to comply with all The Hughes Agency rules, policies, guidelines, and directives, including, but not limited to, those set forth in this Employee Handbook.
29. Violation of any and all safety rules and policies.
30. Violation of any and all state or federal regulations or laws.
31. Violation of any provision of the Employee Handbook.

The above violations are not all inclusive. The list provides only a partial explanation of some of the reasons that disciplinary action may be taken. Employees may be subject to various forms of disciplinary action, including termination, for any of the violations. The type of discipline used will vary depending upon the nature of the violation or offense. Your tenure, performance, and prior work history may also be relevant in arriving at a determination as to the necessary discipline.

TIMEKEEPING REQUIREMENTS AND WORKING OFF THE CLOCK

Paydays are on Fridays, paying for the previous week. Every employee is responsible for accurately and completely recording all hours worked on a daily basis in the manner required by the Company. Employees should not perform any job duties without recording the time as time worked. Hourly employees must clock in and clock out to get paid for each working day. Employees will be paid for all time worked with no exceptions. Employees are forbidden from performing work at any time that is not reported as time worked.

Altering, falsifying, or tampering with your time record, or the time record of another employee, is grounds for disciplinary action, up to and including termination.

OVERTIME

When non-exempt employees are requested to work overtime, overtime compensation is paid at 1.5 times the employee's regular hourly rate for hours worked in excess of 40 in any work week or as otherwise required by state or federal laws. Overtime pay is based on actual hours worked. Before working beyond your scheduled hours, you must obtain management approval as any overtime must be authorized **in advance** by your supervisor at the current assignment. Violation of this policy may result in disciplinary action, up to and including termination.

PAYROLL DEDUCTIONS

The following mandatory deductions will be made from every employee's gross wages: federal income tax, Social Security FICA tax and applicable state taxes. Every employee must fill out and sign a federal withholding allowance certificate, IRS Form W-4, on or before his or her first day on the job. This form must be completed in accordance with federal regulations. The employee may fill out a new W-4 at any time when his or her circumstances change. Employees who paid no federal income tax for the preceding year and who expect to pay no income tax for the current year may fill out an Exemption from Withholding Certificate, IRS Form W-4E. Employees are expected to comply with the instructions on Form W-4. Questions regarding the propriety of claimed deductions may be referred to the IRS in certain circumstances. Other optional deductions include the portion of group health insurance not paid by The Hughes Agency/Hughes Staffing, which is deducted from each payroll check. Other voluntary contributions (if applicable), such as pension (401k) plan, are also deducted each pay period. Every employee will receive an annual Wage and Tax Statement, IRS Form W-2, for the preceding year on or before January 31. Any employee, who believes that his or her deductions are incorrect for any pay period, or on Form W-2, should check with the Accounting department immediately. Employees who become eligible for Health Insurance will be sent notices via a 3rd party administrator. No response will auto enroll for benefits. It is the employee's responsibility to ensure the address on file is correct.

VACATION

It is the policy of The Hughes Agency/Hughes Staffing to not provide paid vacation to its employees.

HOLIDAYS

It is the policy of The Hughes Agency/Hughes Staffing to not pay Holiday pay to its employees.

SICK DAYS

It is the policy of The Hughes Agency/Hughes Staffing to not pay sick days to its employees.

MILITARY LEAVE

The Company complies with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which protects applicants and employees who serve in the military from discrimination in the areas of hiring, job retention, and advancement. USERRA provides job and benefit protection for employees who serve in the military, and it provides certain reemployment rights to any employee who has been absent from work due to service in the United States uniformed services.

The Company will grant a military leave of absence to employees who are required to miss work because of service in the United States uniformed services in accordance with USERRA. You must notify the Company if you receive notice that you will require a military leave of absence unless providing such notice is precluded by military necessity, impossible, or unreasonable. You should provide the Company with a copy of your official orders. When you receive notice that you will need a military leave of absence, please contact the Hughes Agency/Hughes Staffing Human Resources Department for further information regarding your rights and responsibilities under USERRA.

PERSONAL LEAVE OF ABSENCE

A leave of absence is time off in a non-pay status. Upon receipt of a formal written request for leave of absence from employees, The Hughes Agency/Hughes Staffing will determine whether a leave of absence will be granted. (Also see Medical/Family Leave policy.) The employee is expected to request leave of absence with as much advance notice as possible. Leaves of absence will not be granted for

periods less than two weeks in duration. Personal leaves may be granted to employees having special needs for an extended period of absence. Each case will be evaluated on its own merits, and the following will be taken into consideration:

1. The reason for the request;
2. The amount of time required; and
3. The employee's length of service and past record.

BEREAVEMENT LEAVE

The Hughes Agency/Hughes Staffing will allow unpaid time off in the event of death of the following immediate family members:

Spouse	Grandchild	Sister
Parent	Grandparent	Mother-in-law
Father-in-law	Child or Stepchild	Brother

The employee and supervisor/manager will determine the amount of time the employee will be absent from work. The maximum leave is 1 day.

JURY DUTY

The Hughes Agency/Hughes Staffing will grant employees time off for mandatory jury duty or court appearances as a witness when the employee must serve or is required to appear as a result of a court order or subpoena. A copy of the court order or subpoena must be supplied to the employee's supervisor/manager when requesting time off.

USE OF ELECTRONIC SYSTEMS

The Company uses various forms of electronic communication, including but not limited to computers, E-mail, telephones, voicemail, fax machines, online services paid for by the Company, and the Internet. All electronic communications, including all software and hardware, remain the sole property of the Company.

Electronic communications/media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purposes which is illegal, against the Company's policy or not in the best interest of the Company.

E-mail/Voice Mail

The Company recognizes that messages of a personal nature may occasionally be received and stored in voice and E-mail. It is expected, however, that personal use of our systems should be kept to a minimum. The Company reserves the right to retrieve and review any message composed, sent or received. Employees should have no expectation of privacy with respect to information stored on the Company's computers or other systems/accounts established for the purpose of conducting Company business. Use of our systems in a way that would be disruptive, offensive, discriminatory or harmful to others, is prohibited. Anyone who violates this policy is subject to disciplinary action commensurate with the severity of the offense, up to and including immediate termination.

No Recording of Workplace Conversations

Consistent with mutual respect and professionalism expected of all employees, the recording of workplace conversations is prohibited. Violation of this policy is grounds for discipline, up to and including termination.

OPEN DOOR POLICY / INFORMAL COMPLAINT PROCEDURE

Normally, employees who have job-related problems, questions or complaints should first discuss it with their immediate supervisor. With this approach, employees usually reach the simplest, quickest, and most satisfactory solution. If the employee and supervisor are not able to solve the problem or, due to the nature of the problem, the employee is not comfortable approaching his/her supervisor, the Company encourages employees to contact Human Resources.

If the issue involves any form of prohibited harassment, discrimination or retaliation, the employee should also contact Human Resources.

FAMILY AND MEDICAL LEAVE ACT

GENERAL REQUIREMENTS

- A. Eligibility: This policy covers five types of leaves: Child Rearing Leave, Family Member Medical Leave, Employee Medical Leave, Military Caregiver Leave and Qualifying Exigency Leave.

To be eligible for leave under the Family and Medical Leave Act ("FMLA") discussed below, the employee must have worked for the Company for at least twelve (12) months and worked at least 1,250 hours during the last twelve (12) month period. The twelve (12) months of employment need not have been consecutive. Separate periods of employment will be counted toward the twelve (12) month requirement, provided that the break in service does not exceed seven years. If the break in service exceeds seven years due to National Guard or Reserve military service obligations, the separate periods of employment will be counted toward eligibility.

The employee must work at a worksite where 50 or more employees are employed within 75 miles of that worksite.

- B. Employees are to fully complete and submit the "Employee Request for Family/Medical Leave" and the "Certification of Health Care Provider" for leave in all cases so that the Company may make an eligibility determination. If you are aware the need for any type of leave under this policy in advance, you must give Human Resources thirty (30) calendar days' notice, or as much notice as practicable under the circumstances.

- C. Length of Leave: The FMLA provides twelve (12) weeks of family and medical leave in a "twelve (12) month" period for most types of leave covered by this policy.

For purposes of these types of leave, the "twelve (12) month" period begins on the date that FMLA leave is taken.

Those individuals taking military caregiver leave to care for a son, daughter, parent or next of kin can take up to twenty-six (26) weeks of leave in a single twelve (12) month period that begins on the date that FMLA leave is taken.

- D. Concurrent Leaves: The leave available under this policy is unpaid. Federal and Company leaves provided for the same purposes run concurrently. For example, if an employee's medical condition qualifies as employee medical leave under federal law and the employee uses vacation to address the medical condition, the employee's use of vacation time for the condition also results in a deduction from the employee's leave entitlement under federal law. Leave that qualifies under federal law will be deducted from the leave available under that law.

With respect to any leave under federal law, other than when the employee is on leave receiving worker's compensation or disability payments, the Company requires all employees to utilize first any available sick time and then any available vacation time that they might have when on leave.

- E. Definition of a Serious Health Condition: In general, a "serious health condition" is considered to be a disabling physical or mental illness, injury, impairment, or condition involving any of the following:

1. A period of incapacity or treatment associated with inpatient care in a hospital, hospice or residential care facility;
2. A period of incapacity requiring absence from work, school or other daily activities for more than three full, consecutive calendar days, and which also involves either:
 - a. in-person treatment two or more times by a licensed health care provider within 30 days of the beginning of incapacity, with one of those treatments within the first seven days of incapacity; OR
 - b. in-person treatment by a licensed health care provider within the first seven days of incapacity plus a regimen of continuing treatment under the supervision of the health care provider;
3. A period of incapacity or treatment for a chronic long term health condition that requires periodic treatment (at least two visits to a health care provider per year) and that may cause episodic rather than continuing periods of incapacity;
4. A period of incapacity related to pregnancy or prenatal care;
5. A period of absence to receive multiple treatments for restorative surgery after an accident or for conditions that if left untreated would result in incapacity of more than three consecutive full calendar days; or
6. A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective (such as Alzheimer's or terminal disease).

A physician is required to certify the "serious health condition" within the meaning of law.

CHILD REARING LEAVE

- A. Purpose: Unpaid child rearing leave may be used for the following:

1. The birth of the employee's natural child; or
2. The placement of a child with the employee for adoption; or
3. The placement of a child with the employee for foster care.

Entitlement to take Child Rearing Leave expires at the end of the twelve (12) month period beginning on the date of the child's birth or placement.

- B. Length of Child Rearing Leave: In any calendar year, no employee may take more than twelve (12) weeks of federal child rearing leave. In addition, no more than twelve (12) weeks leave can be taken for the birth of any one child. If both the mother and father of a child are spouses and employed by the Company, and they both desire child rearing leave, they are generally only entitled to a combined total leave of twelve (12) weeks.
- C. Scheduling Child Rearing Leave: An employee is to submit a written request for child rearing leave no less than thirty (30) calendar days before the leave is to commence. If the date of the birth, adoption, or foster care placement requires leave to begin sooner, the employee shall provide notice as soon as practicable.

FAMILY MEMBER MEDICAL LEAVE

- A. Purpose: Unpaid family member medical leave may be used to care for the employee's spouse, child, or parents if they have a serious health condition.
- B. Length of Family-Member Medical Leave: No employee may take more than twelve (12) weeks total of federal family-member medical leave for the employee's spouse, child, or parents' serious health condition during a 12-month period.

EMPLOYEE'S OWN MEDICAL LEAVE

- A. Purpose: Unpaid medical leave may be used by an employee who has a serious health condition which makes the employee unable to perform his or her job duties.
- B. Length of Employee Medical Leave: No employee may take more than twelve (12) weeks of federal employee medical leave in any calendar year.

MILITARY EXIGENCY LEAVE AND MILITARY CAREGIVER LEAVE

- A. Purpose for Military Exigency Leave: Eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, son, daughter, or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).
- B. Length of Military Exigency Leave: No employee may take more than twelve (12) weeks of military exigency leave during a 12-month period.
- C. Periods of Leave for Military Exigencies: Leave may be taken consecutively, intermittently or on a reduced leave schedule.
- D. Qualifying exigency: Includes non-medical, non-routine activities required as a result of the employee's spouse, child or parent's covered active duty or call to covered active duty in the regular Armed Forces, National Guard or Reserves, such as:
 - 1. Short notice deployment activities (7 days or less before deployment);
 - 2. Military events and related activities (ceremonies, briefings, etc.);
 - 3. Childcare arrangements or new school enrollment;
 - 4. Financial and legal arrangements (power of attorney, signatory authority, etc.);

5. Counseling activities;
 6. Periods of rest and recuperation granted to the military member – employee may take up to fifteen work days each period; or
 7. Post-deployment activities – ceremonies, briefings, etc. generally within the first 90 days of release from active duty.
 8. Providing care to a parent who is incapable of self-care when the care is necessitated by the military member’s covered active duty.
 9. Other events which arise out of the military member’s covered active duty or call to active duty provided that it is agreed upon by the employer and employee.
- E. Purpose for Military Caregiver Leave: Eligible employees are entitled to FMLA leave to care for a covered service member with a serious illness or injury.
- F. Length of Military Caregiver Leave: The maximum length of FMLA eligibility to care for a covered service member is twenty-six (26) weeks within a single twelve (12) month period. The twenty-six (26) weeks may be taken consecutively, intermittently or on a reduced leave schedule. The twenty-six (26) weeks replenish each twelve (12) month period for cases involving a different service member or for the same service member who has incurred a second serious illness or injury.

SCHEDULING LEAVE

An employee is to submit a written request for leave to Human Resources no less than thirty (30) calendar days before the leave if the leave is foreseeable and as soon as practicable for unforeseeable leave. Failure to provide thirty (30) calendar days’ notice of a foreseeable leave may result in a denial of the leave.

When medically or otherwise necessary, an employee may take employee medical leave, family member medical leave, military caregiver leave and qualifying exigency leave on an intermittent or on a partial absence basis from employment in increments of no less than one hour. An employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt Company’s operations. To comply with this requirement, an employee is to provide Human Resources, in writing, with the employee’s proposed schedule of partial absences with reasonable promptness after the employee learns of the probable necessity of such leave. If the need to use intermittent leave is unforeseeable and arises just prior to a scheduled shift or during the employee’s work day, the employee must notify Human Resources immediately that leave is needed.

MEDICAL CERTIFICATION AND RECERTIFICATION

If an employee requests a family member medical leave or employee medical leave under this policy, the employee may be required to have a Medical Certification Form completed. If so, this form must be completed by the employee plus the health care provider treating the family member or employee and returned normally within fifteen (15) days.

If the requirements for a certification are not complied with or the certification is not returned timely, the Company may delay or deny family member medical or employee medical leave and the absence will be considered unexcused which may result in the employee’s termination. The Company may request a second health care provider opinion at the Company’s expense.

If a certification is incomplete or insufficient, the employee will be notified and will be responsible for obtaining the necessary information within a seven day “cure” period or the leave may be denied.

Authentication or clarification of a complete certification form, if necessary, will be carried out only by Human Resources.

The Company may designate the leave as FMLA-leave after leave has begun in the event the employee fails to notify Human Resources that the leave is FMLA-qualifying. Further, the Company may preliminarily designate leave as "FMLA" leave pending receipt of the Medical Certification form. In such cases, if the Medical Certification form does not substantiate the FMLA designation, the designation will be withdrawn and the absence will be considered unexcused.

The Company may request recertification every thirty (30) days for a serious health condition if the circumstances of the leave have changed significantly, the Company has reason to doubt the basis for the leave, or the employee seeks an extension of the leave. Otherwise, the Company may request recertification every six (6) months.

The employee must contact Human Resources during week six (6) of his/her leave and again during week ten (10) to provide information on his/her status and ability/intention to return to work at the end of the 12-week period. The employee must return to work on the first scheduled work day following the expiration of FMLA leave or his/her employment may be terminated.

MEDICAL INSURANCE COVERAGE

While an employee is on any type of leave under this policy, he/she may continue to participate in the group health plan under the same conditions that applied before the leave began. The Company will make arrangements with the employee requesting leave for the continued payment of the employee's share of the health insurance premiums. **If an employee fails to make premium payments as arranged and becomes in arrears for more than thirty (30) days, coverage may be terminated.** Employees will receive written notice fifteen days before coverage is terminated. The Company has the right to collect from an employee the health insurance premiums the Company paid during a period of unpaid leave if the employee does not return to work after the leave entitlement has been exhausted or expired. An employee must return to work for at least thirty (30) calendar days in order to be considered to have "returned" to work. However, an employee's liability to repay health insurance premiums does not apply if his or her failure to return to work is due to a serious health condition of the employee or a family member or specific circumstances beyond the control of the employee.

RETURN FROM LEAVE

An employee returning from employee medical leave may be required to obtain medical certification from the health care provider that she/he is able to resume work. An employee returning from family and/or medical leave can return to his or her old position, if vacant, at the time the employee returns to work. If the position is no longer vacant, the employee may be offered an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Employees who take leave under this policy will be eligible for any employment benefit that accrued prior to the start of the leave. In addition, paid time-off will continue to accrue while the employee is on **paid** FMLA leave. Accrual of benefits will be discontinued, should the employee's FMLA become **unpaid** FMLA leave. Upon return to work, benefits will once again begin to accrue.

If an employee is unable to return to work at the end of his/her leave under this policy due to his or her own serious health condition, he or she may request additional unpaid, non-FMLA leave.

USE OF PAID TIME-OFF

FMLA leave under federal law is unpaid. However, as outlined within this policy, employees may be eligible to use any accrued sick leave and/or accrued vacation during an FMLA leave. Employees who request FMLA leave, should consult with Human Resources for details on the availability of paid time-off.

INTERACTION BETWEEN FMLA AND THE COMPANY'S POLICIES

Workers Compensation: An employee on leave as a result of a work-related injury that falls within the FMLA definition of a serious health condition will be placed on FMLA leave. If an employee elects to accept a light duty assignment in lieu of FMLA leave, his/her right to be restored to the original or an equivalent job and benefits continues until the end of the applicable FMLA leave year. The employee should know that their pay on a light duty assignment may be lesser than their normal pay.

Outside Employment: While on a leave of absence, including FMLA leave, an employee may not work at another job without prior written approval from Human Resources. Obtaining or continuing outside employment while on leave may result in disciplinary action up to and including termination.

Termination and Layoff: An employee on FMLA leave who would have been laid off or terminated as a result of a legitimate business decision (had that employee continued to work and not been on leave) will be deemed terminated on the date of the action.

ADDITIONAL DEFINITIONS

The following definitions also apply for the purposes of this policy:

- A. Child – Includes biological, adopted, foster child, step child or legal ward when such child is under eighteen (18) years old or is incapable of caring for self due to physical or mental disability. The age limit does not apply to covered service members.
- B. Son or Daughter – For purposes of FMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence. Son or daughter on “covered active duty” or “call to covered active duty status” means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age. Son or daughter of a covered service member means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- C. Parent – A biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. This term does not include parents “in law.”
- D. Spouse – Means a husband or wife as defined or recognized by state law for purposes of marriage in the state where the employee resides.
- E. Covered Service Member

1. Under Military Caregiver Leave – (a) a current member of the Armed Forces, National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy or is otherwise in outpatient status at a military medical treatment facility (or a facility so authorized by the military) or on the temporary disability retired list for a “serious injury or illness.” “Serious injury or illness” means an injury or illness incurred by the member in the line of duty on active duty (or existed before the member’s active duty and was aggravated by service in the line of duty on active duty) that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating. (b) 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, National Guard or Reserves at any time during the period of five (5) years preceding the date on which the veteran undergoes treatment, recuperation or therapy. “Serious injury or illness” means an injury or illness incurred by the member in the line of duty on active duty (or existed before the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and is (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
2. Under Exigency Leave – A current member of the regular Armed Forces, National Guard or Reserves who is on covered active duty or called to covered active duty and is a spouse, child or parent of the employee.

F. Covered Active Duty / Call to Covered Active Duty

1. In the case of a member of the Regular Armed Forces: duty during the deployment of the member with the Armed Forces to a foreign country. The active duty orders of a member of the Regular components of the Armed Forces will generally specify if the member is deployed to a foreign country.
2. In the case of a member of the Reserve components of the Armed Forces: duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

G. Next of Kin – Nearest blood relative of the injured or recovering service-member according to guidelines under Department of Labor regulations.

H. Covered Veteran – An individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than

dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

For more information about our Family Medical Leave Policy, please contact Human Resources.

MEDIA CONTACTS

Associates should not speak to the media on The Hughes Agency/Hughes Staffing's behalf without contacting the Vice President of The Hughes Agency/Hughes Staffing. All media inquiries should be directed to them.

FOR MORE INFORMATION

If you have questions or need further guidance, please contact us at 501-791-3303.