
EMPLOYEE HANDBOOK CORE POLICIES



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INTRODUCTION

WELCOME

Welcome to Fortune Business Solutions. As a Professional Employer Organization (PEO), we are proud to have entered into a co-employment partnership with your company. Under the co-employment arrangement, two employers, the subscribing business (hereinafter referred to as “Your Company”) and Fortune Business Solutions (the PEO) divide the employer responsibilities through a service agreement.

The co-employment arrangement will not change your relationship with Your Company. As before, all day-to-day operations and all organizational decisions will remain with Your Company. Your Company’s arrangement with Fortune Business Solutions does not affect any pending agreements, bonus or commission plans or contracts between you and Your Company. You and Your Company are still subject to the terms of employment agreements, non-compete agreements, non-solicitation agreements, promissory notes or other contracts directly between you and Your Company to the same extent that you were before Fortune Business Solutions’ involvement. Similarly, because Fortune Business Solutions is not a party to any such agreement and has not adopted them, Fortune Business Solutions is not subject to any current or future agreement directly between you and Your Company.

Your arrangement with Fortune Business Solutions is that of an employee-at-will. Your job status does not guarantee employment for any specific length of time. Your employment with Fortune Business Solutions is entered into voluntarily and both you and Fortune Business Solutions are free to end the employment arrangement at any time, for any reason, with or without cause or advance notice. Your employment-at-will status with Fortune Business Solutions may be altered only with the written authorization of the CEO of Fortune Business Solutions. Please note that the reference to employment-at-will does not change your employment status with Your Company as it existed before the arrival of Fortune Business Solutions. Subject to very few exceptions, employment in the United States is generally at-will. In addition, if the contractual agreement between Fortune Business Solutions and Your Company is terminated for any reason, you will no longer be an employee of Fortune Business Solutions; however, your relationship with Your Company will not change because of the termination of the co-employment agreement. If you have any questions about this, please feel free to contact your supervisor.

If your position requires additional pre-employment criteria, such as a driver's examination, a background investigation and/or a pre-employment drug test and if you have been offered employment before any such investigation or test is completed, your employment is contingent on a satisfactory result on all required tests.

The Employee Handbook Core Policies are a source of important information about your employment and are not intended to anticipate every situation about your employment. A more comprehensive employee handbook may be available at a later date. While every attempt has been made to ensure that these policies are consistent with federal, state and local laws, if an inconsistency arises, the policy will be enforced consistent with the applicable law. These policies may be revised whenever Fortune Business Solutions determines that such action is warranted. These policies are not a legal document nor should anything in the Employee handbook Core Policies be construed as an employment contract, express or implied.

HOW THE CO-EMPLOYMENT RELATIONSHIP WORKS

You and your co-workers will complete the same government-required forms, such as the W-4 and the I-9, as when you started your job. Your Company supplies us with your payroll and benefit information. Each pay period, Your Company will provide us with the time you worked and the agreed-upon rate of pay. We will then create your payroll check, paying all payroll related taxes, workers' compensation, and benefit premiums. Your Company will forward the necessary funds each pay period to cover these costs. Your paycheck will be provided to you with Your Company's name and/or Fortune Business Solutions name on it. In terms of your day-to-day operations, very little really changes.

Fortune Business Solutions will also provide your W-2 for each calendar year in which Your Company is in the co-employment arrangement with us. Your W-2 for the previous year will be mailed to your current address of record by January 1st. During the first year of the co-employment arrangement, you may receive two W-2 statements – one from Your Company and one from Fortune Business Solutions.

Your supervisor is the person at Your Company who is responsible for the day-to-day management of your work. The co-employment arrangement entered into by Your Company and Fortune Business Solutions has not altered this arrangement. If you have questions about work schedules, use of machines and equipment, job duties, job training, safety procedures, proper reporting of hours worked, your wages, dress code, requests for time off or who to call if you will be absent, you will continue to contact your immediate supervisor or the appropriate person designated by Your Company.

EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Both Fortune Business Solutions and Your Company are equal employment opportunity employers and make decisions related to compensation and all terms, conditions or privileges of employment on the basis of merit. Company policy prohibits unlawful discrimination based on race, color, creed, gender (including pregnancy), gender identity, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sickle cell trait, genetic information, sexual orientation, veteran status or any other consideration made unlawful by applicable federal, state or local laws. All such discrimination is unlawful and prohibited by Your Company and Fortune Business Solutions. This nondiscrimination policy extends to all privileges of employment as well as the use of all company facilities, participation in all company-sponsored activities and all employment actions such as promotions, compensation, benefits and termination of employment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

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

Any applicant or employee who requires an accommodation in order to apply for the position or to perform the essential functions of the job should contact Human Resources or Your Company's designee and request such an accommodation. The individual with the disability should specify what accommodation(s) is (are) required to perform the essential functions of the job.

Your Company will then engage in a timely, good faith interactive process with the applicant or employee to identify possible accommodations, if any, that will enable the applicant or employee to perform the essential functions of the job. If the accommodation is reasonable, will not create an undue hardship on Your Company or create a safety threat, Your Company will make the accommodation. (ADA applies to companies with 15 or more employees)

ANTI-HARASSMENT

Your Company is committed to providing a work environment that encourages mutual respect and is free of unlawful harassment, discrimination and bias. Your Company's anti-harassment policy applies to all persons involved in the operation of Your Company and prohibits unlawful harassment by any employee of Your Company, including supervisors and coworkers. The law also prohibits unlawful harassment towards any employee by customers, vendors, contractors and persons working or visiting on Your Company's premises or vice versa.

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

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

If you believe that this anti-harassment policy is being violated, either with respect to yourself or as to another employee, you should report that belief immediately either:

- to your supervisor (either in writing or personally), or
- to your supervisor's superior, if you believe that your supervisor is violating this policy, or
- to the CEO or Company President, or
- to the Federal Equal Employment Opportunity Commission (EEOC).

For information on how to contact the Federal Equal Employment Opportunity Commission, please refer to the poster entitled "Equal Employment Opportunity is the Law." Both the state and federal posters should be displayed conspicuously in the workplace. You may also obtain this information by contacting any supervisor.

Upon notice of an employee's concern about being harassed, Your Company and Fortune Business Solutions will act to stop any further harassment and to correct any effect of the harassment and will:

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

2. Take prompt and effective action to remedy or correct the harassment.
3. Respond in a timely manner to any complaint of harassment, assuring that any and all appropriate actions have or will be taken to resolve the complaint.

Your Company will not retaliate against you for filing a harassment complaint and will not knowingly permit retaliation by management or your coworkers.

THIRD PARTY ANTI-HARASSMENT

Your Company is committed to providing a work environment that encourages mutual respect and is free of unlawful harassment. Your Company strongly condemns any form of unlawful employment-related harassment. Company policy prohibits employees from, among other things, engaging in unlawful harassment of third parties, including customers, clients, vendors, contractors and persons working or visiting on Your Company's premises.

Prohibited unlawful harassment includes, but is not limited to, the following:

- any harassment or the use by anyone in the Company's employ of any derogatory epithet (whether verbal, written or gestural) based on race, religious creed, color, age, gender (including pregnancy), gender identity, physical or mental disability, national origin, ancestry, medical condition, sickle cell trait, genetic information, marital status, sexual orientation, veteran status or any other consideration made unlawful by applicable federal, state or local laws; or
- sexual harassment, including (but not limited to) unwanted sexual advances, visual, verbal or physical conduct of a sexual nature, and gender-based sexually offensive conduct against a person of the same or opposite sex as the harasser when (1) submission to the conduct is made explicitly or implicitly a term or condition of doing business with the Company, (2) submission to or rejection of the conduct by an individual is used for business decisions affecting an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with the third party's work performance or that of creating an intimidating, hostile or offensive environment.

An employee who believes that this policy is being violated, with respect to third parties as referenced above, should report that belief to his or her supervisor or management immediately, either in writing or personally.

Upon notice of an employee's concern about the possible harassment of third parties, Your Company will respond appropriately, will not retaliate against the employee for filing a harassment complaint, and will not knowingly permit retaliation by management or the employee's coworkers.

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

ANTI-RETALIATION

In addition to prohibiting discrimination and harassment in the workplace, federal and state law also prohibits retaliation. One type of retaliation occurs when an employer takes adverse employment action against an employee who complains about harassment or discrimination if such action may likely discourage a reasonable employee from making or supporting a claim of harassment or discrimination.

Harassment and discrimination may be based on a protected status as outlined in Your Company's Equal Employment Opportunity policy as well as protected activities such as testifying at or providing information related to a labor investigation, filing or having filed a workers' compensation claim or

whistleblower status. Examples of adverse action may include, depending on the circumstances, demotion, failure to promote, termination, change of work hours or change of job duties. Another type of retaliation occurs when coworkers ostracize, employ derogatory epithets (verbal, written or gestural) against or otherwise harass an employee because he or she has complained about discrimination or harassment.

It is illegal to retaliate against an employee because they complained about harassment or discrimination, even if no harassment or discrimination ever happened. Company policy **STRICTLY PROHIBITS** any form of retaliation against an employee because they complained about harassment or discrimination. If you feel you have been retaliated against based on a complaint, please notify management immediately.

ADVERSE POLICY IMPACT

Your Company has implemented numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you due to your unique circumstances (e.g. your membership in one of the protected classes), you may seek accommodation regarding such policy. The procedure to seek this accommodation is as follows: Deliver to your supervisor (or your supervisor's supervisor) a memorandum, in writing, which identifies (1) the policy at issue; (2) the reason why the policy, as it applies to you, creates an adverse impact on you; and (3) the accommodation that you request to avoid this adverse impact.

Examples of protected classes include, but may not be limited to, race, color, creed, gender (including pregnancy), gender identity, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sickle cell trait, genetic information, sexual orientation veteran status or any other consideration made unlawful by applicable federal, state or local laws.

IMMIGRATION AND EMPLOYMENT ELIGIBILITY

In compliance with the Immigration Reform and Control Act of 1986, as amended, we will hire only those individuals who are authorized to work in the United States. All individuals will be required to submit documented proof of their identity and employment eligibility. Employees will also be required to complete and sign, under oath, the Department of Homeland Security U.S. Citizenship & Immigrations Services Form I-9. Form I-9 requires you to attest that you are authorized to work in the job for which you are hired and that the documents you submit are genuine. If you cannot verify your right to work in this country **within three days of hire**, Your Company and Fortune Business Solutions must terminate your employment until such time as you are able to do so.

If you are authorized to work in this country for a limited period of time, before the expiration of that period, you will be required to submit proof of your employment authorization and sign another form I-9 in order to remain employed.

WORKPLACE CONDUCT

DRUG AND ALCOHOL USE

Fortune Business Solutions and Your Company are firmly committed to providing a safe, healthy, productive and efficient work environment for all employees.

We have a vital interest in preventing accidents and injuries resulting from the misuse of alcohol or drugs.

The unlawful or improper presence or use of drugs or alcohol in the workplace presents a danger to everyone.

FORTUNE BUSINESS SOLUTIONS

The following conduct is prohibited:

- Reporting to work or remaining on duty after consuming alcohol or drugs in any amount that adversely affects job performance.
- Consuming alcohol at any time during the workday. This does not include the authorized and reasonable consumption of alcohol by an employee of legal drinking age at functions or activities sponsored by Your Company.
- Engaging in any illegal or unauthorized use of a controlled substance.
- Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, sale, purchase, transfer or possession of controlled substance or alcohol while at work, in Your Company's vehicles or while otherwise engaged in activities for or on behalf of Your Company.

In addition, an employee's illegal conduct involving drugs or alcohol during non-work times may also result in discipline, up to and including termination of employment.

If Your Company has a Drug Free Workplace Program, or if you are in a position requiring drug or alcohol testing under federal or state law, you will be subject to drug and alcohol testing.

Violations of this policy will subject an employee to discipline, including suspension or termination of employment and/or required participation in a substance abuse program. Such violations may also have legal consequences.

Unannounced inspections for the presence of illegal drugs or unauthorized alcohol in Your Company's facilities and property including, but not limited to, vehicles, desks, file cabinets and lockers may be conducted where there is reasonable suspicion to believe an employee may have or has violated this policy. Further, personal inspections of an employee and their personal property including, but not limited to, vehicles, clothing, packages, purses, brief cases, lunch boxes or other containers may be conducted where there is reasonable suspicion to believe that the employee has violated this policy.

Employees may also wish to discuss these matters with their supervisor to receive assistance or referrals to appropriate resources in the community.

SAFETY

To assist in providing a safe and healthful work environment for employees, customers, and visitors, Your Company and Fortune Business Solutions are committed to the safety of all employees and have established general safety rules to protect employees from injury on the job. Adherence to these safety rules are a top priority for everyone.

Please observe the following safety rules at all times for your own protection and well-being:

- No alcohol or drugs will be used on the job at any time. New hires, where applicable, and injured workers will be drug tested.
- Report all on-the-job accidents to your immediate supervisor on the same day the accident occurs. Your supervisor must authorize all non-emergency treatment.
- Wear seatbelts at all times when in company vehicles or while driving your own vehicle on company business. Riding in the back of trucks or trailers is prohibited.
- Use hands-free devices when using cellular telephones while operating a vehicle. Laws in your state and/or municipality may regulate cellular telephone usage while driving.

FORTUNE BUSINESS SOLUTIONS

- Keep your work area clean and neat at all times to avoid accidents. Do not remove or bypass any guards or safety devices on any machinery at any time.
- Do not attempt to operate any machines or equipment unless you have been specifically trained and authorized to do so. Do not attempt to repair or tamper with equipment that is on and/or running.
- Wear all required safety equipment. Ask your supervisor when you need additional equipment or instructions to perform your job safely.
- Use the correct method for lifting heavy objects. Ask for assistance for items that are too heavy or awkward to lift easily.
- Advise your supervisor of any hazardous or unsafe conditions, including threats of violence, even if they don't directly affect you.

Every employee is expected to obey the safety rules and to exercise caution in all work activities. You must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. You must immediately report any unsafe condition to the appropriate supervisor. Violating safety standards, causing hazardous or dangerous situations or failing to report, or, where appropriate, remedy such situations, may be considered sufficient cause for disciplinary action, up to and including termination of employment.

ON-THE-JOB INJURY

Fortune Business Solutions and Your Company provide a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

If you have a true emergency, have someone call 911. Notify your supervisor as soon as medically possible.

Employees who sustain non-emergency, work-related injuries or illnesses must inform their supervisor as soon as possible. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately in order for treatment to be authorized. Submitting false or fraudulent information when reporting an on the job injury is strictly prohibited. This may be cause for the denial of workers' compensation benefits and termination of your employment.

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

WORKPLACE VIOLENCE PREVENTION

Fortune Business Solutions and Your Company are committed to providing a safe workplace that is free from threatening, intimidating and/or violent behavior. The following guidelines have been adopted to deal with intimidation, harassment or other threats or acts of violence that may occur during business hours, on company premises, at work-related functions or outside of work if it affects the workplace. This policy applies to all employees, including temporary employees, customers, guests, vendors and persons doing business with the company.

FORTUNE BUSINESS SOLUTIONS

It will be a violation of this policy for any person to engage in any conduct, verbal or physical, which intimidates, endangers or creates the perception of intent to harm persons or property. Examples include, but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, text, fax or e-mail).
- Verbal or physical conduct that is intimidating and has the purpose or effect of threatening the health or safety of another individual.
- Possession of firearms or any other lethal weapon on company property, in a vehicle on company property, in a vehicle being used for company business or at a work-related function.
- Any other conduct or acts which the company believes represent an imminent or potential danger to the work place safety and security.

Suspicious individuals or activities should be reported to a supervisor as soon as possible. If you see or hear a commotion or disturbance near your work area, do not try to intercede or see what is happening. Do not place yourself in peril. Call local law enforcement or security.

Fortune Business Solutions and Your Company will promptly and thoroughly investigate all reports of threats or acts of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, employees may be suspended with or without pay, pending the conclusion of the investigation.

Anyone determined to be responsible for threats or acts of 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. Where such actions involve non-employees, the company will take appropriate action for the circumstances.

DISCIPLINARY PROCEDURE

Fortune Business Solutions and Your Company have developed these standards to help you understand what is expected of you with regard to proper behavior, performance and personal conduct. You are expected to comply with the standards contained in the Employee Handbook Core Policies and any other policies, directives or rules established by Your Company. To address those times when you have not lived up to these positive standards, we may provide you with performance counseling, institute progressive discipline or terminate your employment.

We have the discretion to decide whether counseling, progressive discipline or immediate termination is appropriate. We retain the right to skip steps in the progressive discipline policy, as determined by the circumstances of the situation.

Violations of Fortune Business Solutions' and/or Your Company's policies and procedures are considered misconduct. Although it is not possible to identify every possible act which constitutes misconduct, the following is a partial list:

- Supplying false or misleading information when applying for employment or during employment.
- Reporting to work unfit or impaired; using, selling, possessing, distributing, transferring or being under the influence of alcohol while at work; using, selling, possessing, distributing, transferring or being under the influence of illegal drugs whether on company time or premise, or abusing prescription drugs.
- Failure or refusal to submit or consent to a required alcohol or drug test.
- Insubordination or failure to follow your supervisor's reasonable instructions.

FORTUNE BUSINESS SOLUTIONS

- Theft, misappropriation, destruction or unauthorized use of company or fellow employees' property.
- Engaging in unethical or illegal conduct.
- Engaging in or encouraging illegal harassment, sexual harassment, hostile or other behavior of a discriminatory nature.
- Threats of or acts of violence or fighting, "horseplay" or other conduct that may be dangerous to others.
- Excessive absenteeism or tardiness.
- Disclosing confidential information to unauthorized people.
- Having a conflict of interest.
- Making or publishing false or malicious statements concerning an employee, supplier, client, Fortune Business Solutions or Your Company.
- Unauthorized removal of company property.
- Failure to observe safety rules.
- Damaging or destroying Fortune Business Solutions' or Your Company's property due to careless or willful acts.
- Conduct that reflects adversely upon you, Fortune Business Solutions or Your Company.
- Performance which, in Your Company's opinion, does not meet the requirements of the position.
- Other circumstances which, in the eyes of Your Company, warrant discipline.

Depending on the nature and severity of the misconduct as well as whether it has previously occurred, your supervisor and/or a Fortune Business Solutions Human Resources Professional may investigate your actions. An investigation is designed to obtain all pertinent facts and may include interviewing you and other witnesses, reviewing documents, etc. Failure to cooperate with an internal investigation is grounds for disciplinary action, up to and including termination of employment. When the investigation is complete, we will determine whether there will be disciplinary action and the severity of such discipline, up to and including termination of employment.

Progressive discipline will be used when your supervisor and/or Fortune Business Solutions feels it is appropriate. The system of progressive discipline gives you notice of deficiencies in performance and an opportunity to improve. When misconduct occurs, progressive disciplinary action may include, but is not limited to, the following: counseling and/or verbal warning, written warning, suspension with or without pay, and/or termination. There are certain types of employee problems that are serious enough to justify either a suspension or immediate termination of employment without going through the usual progressive discipline steps. These disciplinary procedures in no way infer any contractual obligation to follow any specified disciplinary procedure and it does not in any way change the employment at-will relationship. By using progressive discipline, we hope that most problems can be corrected at an early stage, benefiting the employee, Your Company and Fortune Business Solutions.

FMLA AND OTHER LEAVES

THE LEAVE POLICY

QUALIFYING FOR FMLA

Eligible companies are covered by the federal Family and Medical Leave Act (FMLA). Under the FMLA, an employee who works at a location with 50 or more employees within a 75-mile radius, has been employed by the Company for at least 12 months and has worked at least 1,250 hours for the Company during the previous 12 months may be granted up to 12 weeks (26 weeks for military service member-related leave) of unpaid leave for one or more of the following reasons:

1. Birth of child to the employee or to the employee's spouse.
2. Placement of child with the employee for adoption or foster care.
3. To care for a spouse, son, daughter or parent who has a serious health condition.
4. A serious health condition of the employee rendering him or her incapable of performing the functions of his or her job (see below for definitions of "serious health condition" and "incapacity").
5. To care for a spouse, son, daughter, parent or next of kin who is a covered military service member and who is undergoing medical treatment, recuperation or therapy or is in outpatient status or is otherwise on the temporary disability retired list for an injury or illness incurred in the line of duty or while on active duty and that may render the service member unfit to perform the duties of his or her office, grade, rank or rating.
6. To care for a veteran undergoing treatment who was a member of the Armed Forces (including the National Guard or Reserves) at any time during the 5 years preceding the date they undergo medical treatment, recuperation or therapy for a serious injury or illness. To be covered, the injury must have been incurred in the line of duty or existed before the beginning of the member's active duty and been aggravated by service in the line of duty and manifested itself before or after the member became a veteran.
7. Qualifying exigency arising out of the fact that the employee's spouse, parent or child is on covered active duty or has been notified of an impending call or order to covered active duty. Qualifying exigency may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

As the definition of "qualifying exigency" is lengthy and complex, please contact your supervisor or Human Resources if you have questions about whether you may qualify for this type of leave in relation to your spouse, parent or child who is currently deployed or has received a call to deployment to covered active duty.

A "serious health condition" shall mean an illness, injury (including a workplace injury), impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job or prevents your qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity

of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy or due to a chronic condition. Other conditions may also meet the definition of “continuing treatment.” The definition of “serious health condition” is complex and involves many factors. Therefore, if you are unsure whether you or a covered family member has a serious health condition, please contact your supervisor or Human Resources for assistance.

REQUESTING FMLA LEAVE

To apply for an FMLA leave, please contact any supervisor or Human Resources. You must provide sufficient information to allow the Company to determine whether your requested leave qualifies for FMLA protection, as well as the anticipated timing and duration of the leave. Sufficient information may include a statement that you are unable to perform job functions due to a serious health condition, that a covered family member is unable to perform daily activities, that you or a covered family member require hospitalization or continuing treatment by a health care provider or a description of circumstances supporting your need for military family leave. You must also inform the Company if your requested leave is for a reason for which FMLA leave was previously taken or certified.

You must provide at least 30 days’ advance notice before your FMLA leave is anticipated to begin if the need for the leave is foreseeable. If 30 days’ advance notice is not practicable, you must give as much notice as possible. The notice should be provided in writing, if possible, and should include the timing and the anticipated duration of the leave. The Company will respond to requests for FMLA leave within five (5) calendar days.

To request unanticipated FMLA leave, you must adhere to Your Company’s normal call-in procedures.

After your request for FMLA leave is reviewed, the Company will inform you whether you are eligible under the FMLA, whether your proposed leave will be designated as FMLA-protected and the amount of leave that will be counted against your FMLA leave entitlement. If you are not eligible under the FMLA, the Company will provide you with a reason for your ineligibility. You will also be notified if the Company determines that your leave is not FMLA-protected. If you are eligible under the FMLA, the Company will inform you of your rights and responsibilities under the FMLA and will notify you of any additional information that you must provide to the Company.

AMOUNT AND TIMING OF LEAVE

FMLA provides eligible employees with up to 12 workweeks of unpaid leave in a 12 month period (or up to 26 workweeks of unpaid leave in a single 12-month period to provide care to a covered military service family member who becomes ill or is injured in covered active duty). The leave can be taken in one continuous block of time, although this is not necessary. FMLA leave may also be taken on an intermittent basis or on a reduced time schedule when medically necessary or during a qualifying exigency leave. If intermittent leave is required, this need should be outlined in the certification from your health care provider. Regardless, the leave may not exceed a total of more than 12 workweeks in a leave year (except for military caregiver leave). The duration and frequency of leave is determined by your physician. You are required to make reasonable efforts to schedule planned intermittent leave for medical treatment so as not to unduly disrupt the Company’s operations.

BENEFITS DURING FMLA LEAVE

You may elect to use accrued paid leave (PTO, vacation, sick leave or a combination), if available, for some or all of your otherwise unpaid FMLA leave. Since FMLA is unpaid, any income received through PTO, sick leave, vacation or disability payments will run concurrently with FMLA. Use of paid time off benefits will not extend the total time available for leave beyond 12 weeks.

If you receive group insurance benefits, they will continue during your FMLA leave. You are required to continue to pay your share of the premium, if applicable.

CERTIFICATION REQUIREMENTS

You must provide the Company with medical certification from a health care provider each time you apply for FMLA leave to care for your own serious health condition or that of your child, spouse or parent. The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. You are also required to provide certification when requesting FMLA qualifying exigency leave or military caregiver leave. For details and assistance, please consult with any supervisor or Human Resources.

After you provide medical certification of your need for leave, the Company may request a second opinion. In this case, the Company may require you or a covered family member to be examined by a health care provider selected by the Company, at company expense. Additionally, the Company reserves the right to request periodic recertification supporting your need for leave.

RETURNING TO WORK

At the conclusion of FMLA, you will be restored to the same job or an equivalent position with equivalent pay and benefits. Previously accrued benefits will not be forfeited; however, seniority or additional benefits will not accrue during the absence.

If you take FMLA leave in connection with your own illness or injury, you must obtain a Release to Return to Work form from the attending physician prior to returning to your regular duties. This form must be returned to Human Resources or the Company designee at the time you return to work.

If you are able to return to work, but with limitations or restrictions, please include this information on the Release to Return to Work from the physician. If possible, the release form should be sent to Human Resources or the Company designee five (5) days prior to your return to work. Your immediate supervisor and Human Resources (or other designee), will meet with you to discuss potential accommodations.

Federal law prohibits the Company from:

- interfering with, restraining or denying the exercise of any right provided under the FMLA;
- discharging or discriminating against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to the FMLA.

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

If you believe your FMLA rights have been violated, you should report this belief immediately either:

- to your supervisor (either in writing or personally), or
- to your supervisor's superior, if you believe that your supervisor is violating this policy, or
- to the Human Resources Department; or
- to the U.S. Department of Labor, Wage & Hour Division

OTHER LEAVES OF ABSENCE AND TIME OFF POLICIES

Your Company will provide you with leave of absence required by law, such as jury duty, in accordance with applicable state and local laws. If you are interested in Your Company's time off policies relating to vacation, sick leave, personal leaves of absence, etc., please ask your supervisor or refer to Your Company's Custom Employee Handbook.

REST AND BREAK PERIODS – BREAKS FOR NURSING MOTHERS

If you are a nursing mother of an infant under the age of one (1) year and require breaks to express breast milk during the day, please contact Human Resources or your supervisor for information and to make arrangements to accommodate your needs. Contact Human Resources or your supervisor as well for “non nursing” break periods assigned to your specific position and or department according to company policy.

MILITARY LEAVE

ELIGIBILITY

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

- The employee gave notice that (s)he was leaving the job for military service (unless military necessity or other extenuating circumstances precluded the notice):
- The period of service was five years or less;
- The employee was not discharged from service under dishonorable or other punitive conditions; and
- The employee must have reported to his or her civilian job in a timely manner or submitted a timely application for reemployment.
- In some cases, military leaves of absence beyond five (5) years will be protected.

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

RETURN TO WORK

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

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

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

In all cases, if compliance with the time limits becomes impossible or unreasonable through no fault of the employee, he or she will be given additional time. Furthermore, reporting and application deadlines are extended for up to two (2) years for persons who are hospitalized or convalescing from a service-related illness or injury.

Employees returning from the armed services will be reemployed in the job that they would have attained if they had not been absent for military service. The Company will provide training or other assistance to returning service members to help them refresh or upgrade their skills to qualify for reemployment.

BENEFITS

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

The period of military duty will be counted as covered service for the purposes of retirement plan eligibility, vesting and benefit accrual. The Company may not make plan contributions during a military leave. However, upon reemployment, the Company will restart contributions, and make up contributions that would have been made during your absence. If you are required to contribute to the retirement plan, you will have up to three (3) times the period of military duty or five (5) years, whichever is first, to make the contributions.

DOMESTIC VIOLENCE LEAVE

In the event that you or a member of your family or household is a victim of domestic violence, in accordance with applicable state law, you may be eligible for a leave of absence to attend to matters relating to this situation.

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

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

For more specific details on how much leave is allowed for these circumstances, please speak with your supervisor or Human Resources.

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

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

JURY DUTY OR WITNESS LEAVE

The Company encourages employees to serve jury duty when called. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be

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requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

Employees who receive a subpoena to be a witness at a hearing or trial will be granted Witness Leave according to the same requirements for Jury Duty above. Witness Leave is not granted if you volunteer to be a witness. No employee will be discharged or discriminated against because he or she complies with a jury summons or valid subpoena. You may retain any mileage allowance, fees, etc., paid by the court for jury or witness service. (Contact your supervisor for specific company details)

VOTING LEAVE

Employees' working hours on the day of a primary or election, general or special, will be arranged to the extent possible so that each employee will have a reasonable time, up to two (2) hours, available for voting during the hours the polls are open.

If an employee's work schedule does not give the employee two (2) free hours during the time the polls are open, not including meal or rest breaks, the employee will be allowed to take a reasonable time, up to two (2) hours, from the employee's work schedule for voting purposes. Time off to vote is unpaid; however an employee may use available vacation time, if available.

No employee will be penalized or retaliated against for requesting time off to vote.

GENERAL PRACTICES & INFORMATION

ADDRESS CHANGE

It is your responsibility to immediately inform Your Company of any changes in your address, phone numbers, marital status or number of dependents. Contact Your Company supervisor to request these forms.

Fortune Business Solutions maintains your personnel records and, as such, considers them the proprietary property of Fortune Business Solutions. These records are highly confidential and are not available to anyone unless you authorize the release, release is to an authorized governmental agency or is required by law. Fortune Business Solutions should be listed as your "employer of record" for purposes of taxes and employment verification. In the event you need your employment verified, please complete the appropriate form provided by the requestor and submit it to your Fortune Business Solutions Payroll Processor. Only written requests for employment verification which are signed by you will be responded to, unless otherwise required by applicable federal or state law, local statute, law enforcement or governmental agency.

ATTENDANCE AND TIMEKEEPING

Attendance is an essential part of your job and you are expected to work your scheduled hours. If you fail to notify your supervisor after three (3) business days of consecutive absences, you will be considered to have abandoned your job and voluntarily quit. These rules will be enforced uniformly on a non-discriminatory basis.

Accurately recording time worked is the responsibility of every non-exempt employee (i.e., employees subject to overtime rules). Federal and state laws require Your Company and Fortune Business Solutions to keep an accurate record of time worked in order to calculate your pay and benefits.

Time worked is all the time actually spent on the job performing assigned duties. It is your responsibility to

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certify the accuracy of all time recorded. Altering, falsifying, tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. You are required to immediately report to your supervisor and/or your Fortune Business Solutions Human Resources Professional if anyone asks or directs you to alter, falsify or tamper with time records. If, however, your supervisor is the person to whom the complaint is directed, or you don't feel comfortable speaking to your supervisor, then take your complaint to the next higher management level and/or to your Fortune Business Solutions Human Resources Professional.

DIRECT DEPOSIT

Employees may be provided the opportunity to deposit their wages in the institution of their choice at no cost. By completing a Direct Deposit Authorization form, you may select the accounts in which to deposit your funds. Pre-noting is a means by which the bank (institutions) ensures your money will be deposited correctly. You will receive a regular bank check until the pre-note process is complete. The pre-noting process could take up to three (3) payroll cycles.

LOST OR MISPLACED CHECKS

Should your paycheck get lost or misplaced, please notify your supervisor immediately. A stop payment order will then be placed on the check. It generally takes 24 hours for the bank to verify that the check has not already been cashed. Once the bank's verification is complete and it is found that the check has not been cashed, a new check will be issued to you. You will be responsible for any stop payment fees incurred. Lost or misplaced checks that are endorsed and/or cashed are your sole responsibility.

PAYROLL DEDUCTIONS

Your Company and Fortune Business Solutions are required by law to recognize certain court orders, liens and wage garnishments and to make proper deductions from your wages on behalf of the employees. Mandated deductions are made until the maximum amount is reached and may include income and Social Security (FICA) taxes. Amounts withheld vary according to how much is earned, marital status, government employment regulations and other factors.

Other voluntary deductions may be made from paychecks including benefit premiums, 401(k), Credit Union or other services that may be requested.

Additional deductions may automatically be taken from your check with or without your authorization or written consent in accordance with company policies. This includes, but is not limited to, used but un-accumulated leave and the cost of company equipment that you damage or retain. Your acknowledgement at the end of this handbook authorizes Your Company and Fortune Business Solutions to make such deductions.

FAIR LABOR STANDARDS ACT (FLSA)

Under the federal Fair Labor Standards Act (FLSA) and applicable state law, employees are classified as non-exempt or exempt. This classification is based on your job duties and wages paid. The provisions of the federal FLSA determine how a job is classified.

In order for a job to be classified as exempt from the minimum wage and overtime provisions of the federal FLSA, the job must be a bona fide executive (management), administrative, professional or outside sales position and meet the minimum salary level paid as a predetermined amount each week regardless of the number of hours worked during the workweek.

The salary amount may not be reduced except under specific circumstances. If an exempt employee feels their salary has been reduced improperly, they have the responsibility to notify their Company's designated

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member of management and/or their Fortune Business Solutions Human Resources Professional. The issue will be investigated and appropriate action will be taken.

Non-exempt jobs are usually those that are non-supervisory, non-administrative, and/or do not meet the job duties under the federal FLSA. These jobs are protected under the provisions of the federal FLSA and as such are usually paid on an hourly basis at at least minimum wage and receive overtime for hours worked over forty (40) hours in a standard workweek.

MAINTAINING APPROPRIATE INSURANCE / LICENSES

For certain positions you may be required to maintain a valid, unrestricted driver's license or other professional license. Further, you may be required to provide Your Company with a certificate of insurance issued on your vehicle in a minimum amount and/or maintain an acceptable driving record. If your position requires a professional license, you may be required to maintain a current license and to provide proof of professional liability insurance.

If you have any questions about whether your position has these requirements, please ask your supervisor.

CONCLUSION

The Employee Handbook Core Policies are provided to answer many of the questions you may have about working with Fortune Business Solutions. If you have a question that is not answered, or if you would like further information, speak with your immediate supervisor.

Communication and understanding are important aspects of any business. If you have questions about work schedules, use of machines and equipment, job duties, job training, safety procedures, proper reporting of hours worked, where to park your vehicle at work, dress code, requests for time off, or whom to call if you will be late or absent from work, contact your immediate supervisor at Your Company. If you have any questions about the contents of the Employee Handbook Core Policies, please contact your Fortune Business Solutions Human Resources Professional at 1-877-324-7297.

RECEIPT ACKNOWLEDGMENT OF THE EMPLOYEE HANDBOOK CORE POLICIES

I understand that the Employee Handbook Core Policies describes important information about Fortune Business Solutions and My Company. Fortune Business Solutions and My Company have the sole discretion to alter these policies from time to time with or without prior notice. I also understand that revisions to these policies may supersede or eliminate one or more existing policies and that all such changes will be communicated through official notices.

I understand that my employment with Fortune Business Solutions and My Company is entered into voluntarily and that I and Fortune Business Solutions and/or My Company are free to end the employment relationship at any time, for any reason, with or without cause or advance notice.

I understand that these policies are neither a contract for employment nor a legal document. I have received and will comply with both the policies contained here and any revisions made to it. These policies supersede any and all prior editions.

By my signature, I, _____ acknowledge that I have received a copy of Employee Handbook Core Policies, and understand it is my responsibility to read and comply with the policies contained in it and any revisions made to it.

Employee Signature

Date

Printed Name

Date

Witness Signature

Date