



## Employee Manual; Policies, Procedures and Standards of Conduct

### Statement of Goals and Philosophy

We are committed to finding our candidates work in a professional environment and a place where they feel comfortable and can achieve their goals. Our hope is to nurture the talents of every employee, by providing exciting opportunities and challenges to ensure them both personal and professional growth. We strive to be the employer of choice by understanding the needs and interests of both our customers and employees. In return, we expect our employees to professionally represent Madison Approach Staffing Inc by putting forth their best effort, conducting themselves professionally and treating others respectfully at all times while on assignment and in public forums. Our employees are our representatives to our clients and to the business world at large.

### Purpose of this Manual

The overall intent of this handbook is to inform employees of what is expected of them so they can perform effectively and successfully, and what they can expect from Madison Approach Staffing, Inc (MAS).

It would be impractical to set forth a list of all activities that are inappropriate or contrary to good business practices and good employee-employer relations. The items listed here are not the only infractions that may impact your employment. Should you, at any point during the process, have a question about anything related to an assignment, our client or our service, please talk with your placement coordinator. We are considered your employer of record and all inquiries about your application, your interview process, or your job assignment should be directed to us.

### Workplace Professionalism and Company Representation

We pride ourselves on customer service principles and a proven solid reputation. We ask all employees to act in a manner becoming of a business person; with **courtesy, professionalism and respect**. That expectation extends from the workplace to public arenas and social media. While we respect every person's right to the freedom of speech and expression, that speech and expression must be done in a way that is professional and respectful to all parties, just as we expect you to be treated by your coworkers and supervisors. Any conduct that is contrary to these standards of conduct can be subject to disciplinary action up to and including termination.

Should you have any issues, problems or concerns while on an assignment, call this agency; we will contact the client on your behalf to resolve the matter. You should not discuss any issue, problem and/or concern with the client directly. Direct discussions with a client may result in termination. Should you, at any time on an assignment, encounter a hostile and/or uncomfortable work environment, contact your placement coordinator immediately and he/she will assist you. Sexual harassment is a crime and will not be tolerated and is addressed in the Safety & Workplace Conduct section of this handbook.

While on a temporary assignment, you are considered a Madison Approach Staffing employee. When you accept an assignment, it is expected that you will be **ready, willing and able** to perform your duties every day of the assignment, at the assigned times, until the completion of the assignment. If there are circumstances that may impede your ability to perform your duties everyday until the completion of the assignment, please discuss them with your coordinator prior to accepting the assignment. Inability to consistently perform job responsibilities may result in termination.

Solicitations of any kind are prohibited; no Temporary employees should solicit others for money, services, or sales of items. Soliciting a client may result in termination.

A condition of your employment with Madison Approach Staffing is that you shall neither seek nor accept employment without our permission, directly or indirectly, from any client of this agency, its associates or affiliates or through a third party, to whom you have been assigned to work with, for three (3) months after the date of your employment is terminated.

Your placement coordinator will do his/her best to keep you working. It is your responsibility to keep him/her informed about your availability. Most importantly, if you are on an assignment that is ending, let your coordinator know as soon as possible if/when you are available for reassignment. If you fail to notify your counselor of your availability for work, we will assume you are not available for reassignment and are not ready, willing and able to work.

### Company Equipment, Property and Confidential Information

Phones provided at workstations as well as other electronic equipment such as computers, fax and copy machines are to be used to conduct company business only. You are not to transmit company information to external sources without authorization and/or without direct business purposes.

Cell phones are a distraction in the workplace and should be on silent mode during working hours and used only in an emergency.

If your assignment is considered temporary do not take personal items and leave them on the job site – temporary assignments could end without prior notice.

Understand that you will be working for Madison Approach Staffing on our payroll at our client's premises, and that any information you learn while working for the client is to be kept confidential. When on an assignment you must adhere to rules of conduct regarding the keeping of client's sensitive information confidential. Temporary employees may be assigned to a variety of environments and companies including but not limited to government agencies, medical facilities, law offices and professional environments where you may be directly or inadvertently exposed to confidential and/or proprietary sensitive materials. In some cases, there are confidentiality laws, like HIPPA, which apply to the materials you may handle. Again, you are expected to keep confidential any and all materials, documents and information you encounter in the course of your assignment. It is your responsibility to make yourself familiar with the rules, laws and/or codes of conduct upon arrival at the assignment by speaking with your site supervisor and/or by participating in site training. Should you have any questions about your responsibilities, contact your Staffing Coordinator immediately for guidance. Failure to keep confidential information may result in disciplinary action up to and including termination.

### Dress Code

It is required that you present a well-groomed, professional appearance, at all times. Business Casual is the most widely accepted attire. Should there be any uncertainty about what is acceptable for a workplace, please ask a staffing coordinator. Never wear jeans, leggings, sleeveless shirts, T-shirts, sneakers, flip flops, or sandals.

Clothing that reveals one's chest, back, stomach, upper thighs or under garments, is not appropriate for a place of business and is not allowed under any circumstances.



## Absence and Tardiness

Punctuality and consistent attendance are essential for good job performance. Therefore, you should be at your workstation and ready to work at the scheduled start time every day. Unless and until absences are qualifying events for FMLA and/or PFL (please see related section) employees will be counseled after five (5) sick/personal days and placed on probation after three additional (3) sick/personal days. Whenever practicable, you must fill out a Request for Time Off Form found on company website resources page. Excessive lateness and/or absenteeism are grounds for disciplinary action up to and including termination.

As a Temporary employee, you are an employee of Madison Approach Staffing, therefore, if you are unable to go on an assignment, will be late, or need to leave before completing an assignment, you must call this office, we will notify the client. Failure to notify us of a lateness/absence is grounds for disciplinary action up to and including termination.

## Equal Employment Opportunity Statement

Madison Approach Staffing is an equal opportunity employer. Religion, age, gender, national origin, sexual orientation, race, ethnicity or color does not affect hiring, development opportunities, pay or benefits. The company complies with all applicable federal, state and local labor laws.

Madison Approach Staffing administers its employee policies and practices on a nondiscriminatory basis in all matters. The company believes that a work environment free of discrimination, intimidation and harassment is essential, any conduct directed toward or performed by an employee, which is unwelcome, hostile, offensive, degrading or abusive is unacceptable and will not be tolerated.

## Safety & Workplace Conduct Policy

Madison Approach Staffing is responsible for providing a safe and secure workplace. Though it is not possible to list all forms of behavior that are considered unacceptable in the workplace, the following are examples of behavior that would be considered infractions of rules of conduct. Such behavior may result in disciplinary action, up to and including termination of employment. This list is not intended to be exhaustive:

- Theft or inappropriate removal or possession of property.
- Working under the influence of alcohol or drugs (legal, illegal or proscribed).
- Possession, distribution, sale, transfer or use of alcohol or drugs (legal, illegal or proscribed) in the workplace, while on duty or while operating equipment.
- Fighting or threatening violence in the workplace.
- Sexual or other forms of harassment or bullying.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.

Madison Approach Staffing is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of our commitment to a discrimination-free work environment. Sexual harassment is against the law and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with your placement coordinator. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Sexual harassment, or any kind of threatening or intimidating conduct will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination). Madison Approach Staffing will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring, or any other inappropriate conduct. Madison Approach Staffing will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever misconduct is found to have occurred. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender. A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex.

If you feel you have been mistreated in any way, contact your placement coordinator immediately and report the incident. Accident and Incident Reports can be found on the Madison Approach Staffing company website on the resource page.

It is the responsibility of each employee that all tasks be conducted in a safe and efficient manner complying with all local, state and federal safety and health regulations, programmatic standards, and special safety concerns identified by the client where you are assigned and/or for use in an area and/or with a client.

Although most safety regulations are consistent throughout each department and/or program and/or client, it is the responsibility of employees to identify and familiarize themselves with the safety and/or emergency plan for their working areas. Should you have any questions upon arriving at your assignment, speak with your site supervisor or call your placement coordinator immediately should you have any concerns. Additionally, all assignments with Madison Approach Staffing are intended to be Managerial, Administrative, Clerical, Office Support, Light Industrial in nature. If you are asked, upon arriving at an assignment, to perform tasks such as operate motor vehicles, large machinery, or handle hazardous materials, respectfully decline indicating you need to speak with your placement coordinator and contact them immediately.

Each facility should have posted an emergency plan for emergencies such as:

- Fire.
- Weather emergencies.
- Medical emergencies.
- Workplace violence.

It is the responsibility of employees to complete an Accident and Incident Report for each safety and health infraction that occurs by employees or that employees witness with their Site Supervisor for immediate intervention and to then inform your MAS placement coordinator immediately. Failure to report such an infraction may result in employee disciplinary action, including termination. I agree, that if ever I make claims against you for personal injuries, upon your request I shall submit to examination by physicians of your selection. Such physical examination may include testing for drugs and alcohol.

Accident and Incident Reports can be found on the Madison Approach Staffing Website on the Resource page.

**\*COVID-19 Addendum:** It is essential that all placed associates become familiar with and follow the safety processes and procedures at their assigned locations. Your site supervisor is responsible for providing direction and equipment. If you have any questions or concerns regarding safety on assignment, contact your placement coordinator immediately.

**Failure to follow the Madison Approach's and/or client's safety and health procedures and/or conduct that places the employee, volunteer, client or agency property at risk may lead to employee disciplinary action or termination.**

# madison approach

## S T A F F I N G

### Payroll Information

It is the responsibility of the employee to ensure that all information on the timesheet is accurate and is received by our office in time for payroll processing.

- Madison Approach Staffing uses an online timesheet web-portal that is accessible from a computer, laptop, tablet or mobile device.
- Upon accepting and being placed on assignment you will be emailed credentials to gain access to the portal.
- Each week you must enter the hours you have worked into the electronic timesheet and submit them for approval by your job-site supervisor.
- Once your site-supervisor has approved the timesheet, it will automatically be transmitted to us for payroll.
- It is essential that you submit your timesheet to your supervisor with enough time for them to review and approve your time.
- If your timesheet does not reach us on time for processing (Monday, 11am) your check will be issued the following week.
- Pay period begins on Monday and ends on Sunday.
- Payday is the Thursday following the pay period.

### Payday

The option to have your check mailed or held for pickup. Direct deposit elections must be made in writing and may require up to two weeks to become effective. You will be sent a direct deposit form with your on-boarding package, or you may download a direct deposit election form on our website on our resources page.

### Benefits\*

Madison Approach Staffing offers a broad and comprehensive package of fringe benefits to both its Temporary Employees and its Payroll Transfers (Payroll Transfers are those who were recruited by the client and are referred to MAS by the client strictly for payroll processing services).

Benefits to both Temporary Employees and Payroll Transfers:

- ✓ **Employee Insurance:** You are covered by Unemployment, Disability and Worker's Compensation Insurance. We also contribute to Social Security in an amount equal to your contribution. These insurance programs cover all employees of Madison Approach Staffing. Madison Approach Staffing offers an employee-contribution MVP and MEC healthcare plan, and life insurance plan.
- ✓ **Refer a Client\*\*:** We want to keep you and everyone else at Madison Approach Staffing working. If you know of a company that can benefit from our services, call or email us. You will receive a \$50.00 bonus after they have used our staffing services for 35 hours, \$300 if they make a permanent hire.
- ✓ **Refer a Friend\*\*:** We are always looking for good people like you! If you know of someone who would be happy working for us, let us know. You will receive a \$50.00 bonus for every person you refer who works at least 35 hours for Madison Approach Staffing on a temporary assignment, \$300 if they are hired on permanently as a direct hire.
- ✓ **Holiday Pay\*\*:** Our Temporary employees are eligible for holiday pay after they have accumulated 600 consecutive hours. Holiday pay will be paid at your current hourly rate up to 7 hours. In order to be paid for the holiday:
  - You must work the day before and after the holiday if the company/department is open for business.
  - You must regularly work a "full-time" schedule of 28 or more hours per week
  - If the client company is open for business on the day of the holiday, you must work the day of the holiday if the client requests it; however you will still be paid for the holiday in addition to your regular pay (some client contracts provide for time and a half pay for those who work holidays in which case you will only be paid time and a half).
  - You must keep track of your hours and notify your counselor when you qualify.
  - The paid holidays are:

Memorial Day	Labor Day	Christmas Day
Fourth of July	Thanksgiving Day	
- ✓ **Paid Time Off (PTO)\*\*:** Our Temporary employees are eligible for up to forty (40) hours Paid Time Off per year. You will be paid at your average hourly rate up to a maximum of 40 hours per year.
  - You will earn 1 hour of PTO for every 30 hours worked up to a maximum of 40 hours per year beginning at the time of hire.
  - Accrual begins again at anniversary date
  - PTO may be used for illness, injury, health condition or preventive medical care for self or care of family member, or for personal time.
  - Family member means an employee's child, spouse, domestic partner, parent, sibling, grandchild/parent, child/parent of spouse/domestic partner.
  - Request of PTO, when foreseeable, should be made by using the Request for Time Off form on the MAS website and request should be made in a manner that does not unduly disrupt operations of the client and, when practicable, 4 weeks in advance.
  - When need of PTO is unforeseeable, employee should both call and email their MAS coordinator at their earliest opportunity to notify them of their absence including reason for need of PTO and expected length of absence.
  - PTO can be used in 4 hour (minimum) increments.
  - When PTO is used for sick leave of 3 or more days, documentation will be required.
  - You must obtain approval from your site supervisor and notify MAS in writing 4 weeks in advance of requesting PTO for personal time (i.e. non-medical/family care).
  - If you are rehired less than 9 months after an employment separation, previously earned PTO will be reinstated.
  - You must currently be on assignment to use PTO.
  - If separated from employment (i.e. termination, resignation, end assignment) you are not entitled to payment of unused PTO.

\*Madison Approach Staffing (MAS) reserves the right to discontinue any and all benefit programs at any time without prior notice to employees. Benefits to employees are also contingent upon contracts established between MAS and the client company. Client contracts may supersede.

\*\* Employees who earned Vacation Pay under the prior policy will be able to use their earned Vacation Pay until such time that they have earned an equal number of hours (35 vacation hours) under the new PTO policy. At such time, the prior Vacation Pay hours will expire and the new PTO hours will take their place. You must be currently employed to receive PTO and/or Bonus\* pay.



#### **FMLA and NYS PFL**

- FMLA is 12 weeks of unpaid leave for medical care for self, child, spouse or parent. To be eligible for FMLA you must have worked for 12 months and worked for 1250 hours.
- NYS PFL is a paid leave for the care of an ill family member, or to bond with child. It is not a for self-medical leave. To be eligible for NYS PFL you (1) must work 20+ hours per week and become eligible after 26 weeks of employment or (2) work less than 20 hours per week and become eligible after 175 days worked.
- If you qualify for FMLA and NYS PFL, we require that you take your FMLA and PFL leave concurrently.
- Requests for both FMLA and PFL must be made 30 days prior to the qualifying event when practicable, or within 30 days of the absence for which they are seeking benefits. Employee must provide medical certification and corresponding documentation to support leave.
- Should you have a qualifying event, please contact our payroll department at [accounting@madisonapproach.com](mailto:accounting@madisonapproach.com)

#### **EEO Statement**

Madison Approach Staffing is an equal opportunity employer. Madison Approach Staffing does not discriminate in employment on account of race, color, religion, national origin, citizenship status, ancestry, age, sex (including sexual harassment), sexual orientation, marital status, physical or mental disability, military status or unfavorable discharge from military service.

#### **NEW YORK DISCLOSURE AND RELEASE**

In connection with my application for employment (including contract for services) with Madison Approach Staffing, I understand that consumer reports which may contain public record information and investigative consumer reports consisting of interviews with employers, neighbors, friends, and associates may be requested from a consumer reporting agency. These reports may include the following types of information: names of employers and dates of previous employment, reason for termination of employment, work experience, accidents, etc. I further understand that such reports may contain public record information concerning my driving record, workers' compensation claims, credit, bankruptcy proceedings, criminal records, etc., from federal, state and other agencies which maintain such records. I hereby consent to your obtaining the above information from such agency. I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY THE CONSUMER REPORTING AGENCY TO FURNISH THE ABOVEMENTIONED INFORMATION. I have the right to make a request to Madison Approach Staffing 45 Knollwood Rd, Elmsford NY 10523, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information; and the recipients of any reports on me which the agency has previously furnished within the two year period preceding my request. I hereby authorize procurement of consumer report(s). If hired (or contracted), this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports and investigative consumer reports at any time during my employment (or contract) period. I acknowledge receipt of a copy of Article 23-A of New York Correction Law.

#### **General Terms and Conditions**

New York State is an at-will employment state, as such you may be terminated at any time with or without cause. Additionally, you will only be eligible for wages earned up to the date of termination. You agree to immediately notify Madison Approach Staffing at the conclusion of each assignment or as soon as you become available. If you fail to give such notice, we may assume that you are not available for reassignment, and are not ready, willing and able to work. You acknowledge that you have received a copy of the Company's Policies, Procedures and Standard of Conduct and have read its contents including the behavior/performance expectations, hostile work environment policy and EEOC statement and agree to the same.

I understand that neither the completion of my application nor any other part of my consideration for employment establishes any obligation for Madison Approach Staffing to refer me as a candidate for consideration with their clients. I understand that with this application I agree that I have asked Madison Approach Staffing to work on my behalf to refer me as a candidate for employment to their clients. As such I agree to not directly seek employment with said clients or circumvent Madison Approach Staffing with its clients, directly or indirectly, with whom they have presented me for candidacy for 6 months. If I am hired by a client of Madison Approach Staffing as a result of a referral, I understand that either said client or I can terminate my employment at any time and for any reason, with or without cause and without prior notice. I understand that no representative of Madison Approach Staffing has the authority to make any assurance to the contrary. I attest with my signature below that I have given to Madison Approach Staffing true and complete information on my application. No requested information has been concealed. I authorize Madison Approach Staffing to contact references provided for employment and education reference checks and background checks (as necessary, requested and legally obtained after offer of employment) as an agent on behalf of their clients as a course of due diligence and release all such parties from all liability that may result from furnishing such information to you. If any information I have provided is untrue, or if I have concealed material information, I understand that this will constitute cause for the denial of employment or immediate dismissal if I have been hired by a client.



## Summary and Acknowledgement

### Agreement and Waiver

In consideration of my assignment to CLIENT by MADISON APPROACH STAFFING, INC., I agree that I am solely an employee of MADISON APPROACH STAFFING, INC. for benefits plan purposes and that I am eligible only for such benefits as MADISON APPROACH STAFFING, INC. may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by MADISON APPROACH STAFFING, INC. and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

### Assigned Employee Confidentiality Agreement

As a condition of my assignment by MADISON APPROACH STAFFING, INC. to CLIENT, I hereby agree as follows: I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or which I learn about during such assignment. I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT and/or its operating methods and/or procedures that come to my attention as a result of this assignment and/or information pertaining to that of the CLIENT's customers. Under no circumstances will I remove or disseminate physical or electronic documents or copies of documents from the premises of CLIENT. I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement. The obligations of this Agreement will survive my employment by MADISON APPROACH STAFFING, INC.

### Summary and Acknowledgement

I have received, read and understand the Policies, Procedures & Standards of Conduct and will act in accordance with these policies, procedures and standard as a condition of my employment with Madison Approach Staffing, Inc. I further agree that, if an employment related dispute should arise, I waive my right to a jury trial and agree to have any dispute settled by a judge in a bench trial or via mediation. I acknowledge that all information provided by me on the written application and my resume are true and accurate. I acknowledge that I did read and sign said application. I authorize Madison Approach Staffing to contact references provided for employment and education reference checks and background checks (as necessary, requested and legally obtained after offer of employment) as an agent on behalf of their clients as a course of due diligence and release all such parties from all liability that may result from furnishing such information to you. If any information I have provided is untrue, or if I have concealed material information, I understand that this will constitute cause for the denial of employment or immediate dismissal if I have been hired by a client. Additionally, I confirm I am free from any and all encumbrances and/or contracts from prior employers. No one except the President of this company can enter into any different employment relationship, contract or agreement.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_