Contract Employee Policy Brochure
What Apex Systems, Inc. Expects from You

Congratulations on your employment with Apex Systems! If you have any questions about our organization (i.e. paychecks, direct deposit, benefits, etc.) or any other inquiries, we will be happy to help. While working for Apex Systems there are a few things you must remember to do. Please read through the following guidelines to ensure there will be no delay in receiving your paycheck and your work experience with Apex Systems will be a pleasant experience for everyone.

All Contract Employees must enter their hours worked for the previous week into the ‘MY APEX’ website no later than 11:59 PM on Sunday evening. The pay period is from Sunday through Saturday. At 11:59 PM each Sunday evening we upload your hours into our payroll system so if you miss the deadline you will not be paid until the following week’s payroll process. If your hours were not entered for any reason you must communicate this to your Apex contact so that they can make an adjustment to the next week’s hours for you.

**Timecards (if applicable):**
Print the timecard from the “My Apex” website after completing the entry of your hours. They will need to be signed by your manager or on-site supervisor before we can accept them. We cannot accept unsigned timecards.

Keep a copy for yourself; give a copy to your manager or on-site supervisor for approval signature. Then forward the signed copy to Apex Systems. Your timecard must be received no later than 3:00PM Monday afternoon in order to receive your paycheck the following Friday.

**REMEMBER: NO TIMECARD, NO PAYCHECK. NO EXCUSES!**
Equal Employment Opportunity Policy

Apex Systems has a long-standing record of nondiscrimination in employment and opportunity regarding race, color, religion, creed, national origin, ancestry, disability, sex or age. Management has issued the following policy stating the Company's views in this matter:

It is the policy of Apex Systems to:

- Strictly follow personnel procedures that will ensure equal opportunity for all people without regard to race, color, religion, national origin, sex, age, disability, or other protected status.

- Make reasonable accommodations wherever necessary for all Contract Employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job.

- Achieve an understanding and acceptance of Apex Systems policy on Equal Employment Opportunity by all Contract Employees and by the communities in which the company operates.

- Thoroughly investigate instances of alleged discrimination and take corrective action where warranted.

- Be continually alert to identify and correct any practices by individuals that are at variance with the intent of the Equal Employment Opportunity Policy.

At this time, Apex Systems would like to reaffirm this policy and call upon all personnel to effectively pursue the policy as stated.

Complaint Procedure: Any Contract Employee who believes that he or she has been subjected to violation of the Apex Systems EEO policy should report the violation, or information regarding the violation, immediately. Allegations of or information related to violation of the said policy should be brought to the attention of the Contract Employee’s Apex Systems, Inc. Technical Recruiter. There will be no reprisals taken against any Contract Employee for making good faith allegations.
Non-Harassment Policy

Apex Systems will not tolerate harassment of any Contract Employee on the basis of sex, race, age, national origin, religion, disability or any other protected characteristic. Unlawful harassment occurs whenever a Contract Employee is subjected to unwelcome conduct as a condition of their employment and when such unwelcome conduct is directed at a Contract Employee because of that Contract Employee’s sex, race, age, national origin, religion, disability, etc. Title VII of the 1964 Civil Rights Act and other similar federal laws prohibits this conduct.

The most common type of unlawful harassment is sexual harassment. Sexual harassment occurs when employment decisions affecting an individual (such as hiring, firing, promotions, awards, transfers or disciplinary action) result from submission to, or rejection of, unwelcome sexual conduct. Thus, it is sexual harassment for a supervisor to coerce a Contract Employee into a sexual relationship and then reward the Contract Employee with a promotion. It is also sexual harassment for a supervisor to take disciplinary action against, or deny a promotion to, a Contract Employee because he or she rejected sexual advances.

Sexual harassment can also be any activity that creates a hostile or offensive working environment for members of one sex – whether such activity is carried out by a supervisor or a coworker. This could include such unwelcome workplace conduct displaying sexually oriented or demeaning pictures; telling sexually oriented jokes; making sexually offensive remarks or gestures; engaging in unwanted sexual teasing; or subjecting another Contract Employee to pressure for dates, sexual advances or unwelcome touching. This could also include subjecting a Contract Employee to objectionable comments, remarks or behavior based solely upon that Contract Employee’s sex.

The same guidelines are applicable for other types of harassment. It is against our policy to direct negative comments against any Contract Employee - for example, because of that Contract Employee’s race, because that Contract Employee has a disability, or because that Contract Employee’s religion is different from what you believe.

Complaint Procedure: Any Contract Employee who believes that he or she has been subjected to sexual harassment or any other form of unlawful harassment, or who believes that they have information to indicate that such unlawful conduct may have occurred, should report such behavior or information immediately. Allegations, of or information related to, unlawful harassment should be brought to the attention of the Contract Employee’s Technical Recruiter. There will be no reprisals taken against any Contract Employee for making good faith allegations or inquiries concerning sexual harassment or any other form of unlawful harassment.

Procedure for investigating complaints: We will give complaints of sexual and other unlawful harassment swift and serious attention and take appropriate action in response. Each complaint of such conduct shall be investigated thoroughly and rapidly, and discipline, up to and including, discharge shall be imposed upon those found to have violated this policy. Those engaging in unlawful harassment may face termination and even personal liability for their actions.
Referral Bonuses

Know someone like yourself that is interested in hearing about our varied job opportunities? Apex Systems offers competitive referral bonuses for each skilled professional whom you refer to us and who is subsequently placed at a client site. The referral must work a minimum of 200 hours. Ask your Recruiter for details on this excellent incentive.
Affirmative Action Program

Apex Systems, Inc. is a government contractor subject to the Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973. These require government contractors to take affirmative action in the employment and advancement of individuals with disabilities, disabled veterans, and veterans of the armed services.

If you are covered by the program and would like to be considered under the affirmative program, please inform your Technical Recruiter. This information is voluntary and refusal to provide it will not subject you to discharge or disciplinary action. Information obtained concerning individuals shall be kept confidential, except where:

1. Technical Recruiters and managers may be informed regarding restrictions on the work duties of disabled veterans and necessary accommodations.

2. First aid personnel may be informed, to the extent appropriate, if the condition might require emergency treatment.
Family and Medical Leave Policy

I. Purpose and Types of Leave

The purpose of this policy is solely to outline and summarize the conditions under which an employee may be granted job protected time off from work, without pay, for a limited period for the following leave in accordance with the Family and Medical Leave Act (referred to as FMLA leave):

A. Family Leave –

Leave needed for the care of the employee’s child within one year following birth or placement for adoption or foster care or, when necessary, before the birth or placement of the child for adoption.

B. Medical Leave –

1. Family medical leave - Leave needed to care for the employee’s spouse, child or parent who has a serious health condition.

2. Employee medical leave - Leave needed for the employee’s serious health condition, which renders the employee unable to perform his or her job.

C. Military Servicemember Family Leave –

1. Caregiver Leave – Leave needed to care for a covered servicemember who is undergoing medical treatment, recuperation or therapy resulting from an injury or illness incurred by the member in the line of duty when the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

2. Leave for Any Qualifying Exigency – Leave arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. A non-exclusive list of reasons for such leave include the following:

   a. short-notice deployment
   b. military events and related activities
   c. childcare and school activities
   d. financial and legal arrangements
   e. counseling
   f. rest and recuperation
   g. post-deployment activities
   h. additional activities, provided that the Company and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

D. The following terms have the following meanings for FMLA leave purposes:

1. Child - A biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in the place of a parent, so long as the child is under the age of 18 or is incapable of self care because of a mental or physical disability.

2. Covered Servicemember - The term “covered servicemember” means a member
of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

3. FMLA - The Family and Medical Leave Act of 1993, as amended from time to time, and the regulations thereunder.

4. Serious health condition - An illness, injury, impairment or physical or mental condition that involves either:

   a. Inpatient care, which is defined as an overnight stay in a hospital, hospice or residential medical facility, including any period of incapacity (e.g. the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefore), or any subsequent treatment in connection with such inpatient care; or

   b. Continuing treatment by a healthcare provider, which includes any one or more of the following:

      (1) Incapacity and treatment – A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

         (A) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a healthcare provider, by a nurse under direct supervision of a healthcare provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or

         (B) at least one treatment by a healthcare provider, which results in a continuing regimen of treatment under the supervision of the health care provider.

      NOTE - The requirements set forth in this paragraph for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity. Also, whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

      (2) Pregnancy or prenatal care - Any period of incapacity due to pregnancy, or for prenatal care. Absences under this paragraph qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive full calendar days.

      (3) Chronic conditions – Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

         (A) requires periodic visits (defined as at least twice a year) for treatment by a
health care provider, or by a nurse under direct supervision of a health care provider;

(B) continues over an extended period of time (including recurring episodes of a single underlying condition); and

(C) may cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).

NOTE - Absences under this paragraph qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive full calendar days.

(4) Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer's, a severe stroke, or the terminal stages of a disease). The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

(5) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(A) restorative surgery after an accident or other injury; or

(B) a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

5. Serious Injury or Illness – The term “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

All terms of this Policy shall be defined in a manner consistent with the FMLA and regulations thereunder.

II. Eligibility

For purposes of this policy, a covered employee is an employee who (1) has been employed by the Company for at least 12 months, (2) has completed at least 1,250 hours of service during the 12 month period immediately preceding the beginning of his or her leave, and (3) is employed at a worksite where 50 or more employees are employed by the Company within 75 miles of that worksite.
The 12 months that an employee must have been employed by the Company need not be consecutive months, however, employment periods prior to a break in service of seven years or more will not be counted in determining whether the employee has been employed for at least 12 months unless such break in service was (1) the result of fulfillment of his or her National Guard or Reserve military service obligation or (2) pursuant to a written agreement with the Company.

III. Duration and Limitations

A. Except in cases of leave to care for a covered servicemember with a serious injury or illness, the aggregate FMLA leave available to any employee for any 12-month period is 12 weeks. This includes the FMLA leave available for any qualifying exigency. The applicable 12-month period is a rolling one measured backward from the date the employee uses any FMLA leave.

The FMLA leave provided for in this Section III(A) is subject to the following limitations:

1. If a husband and wife are both employees with the Company, their leave is limited to an aggregate of 12 weeks together (rather than 12 weeks each) in any 12-month period if the leave is taken to care for one of the employee’s parents or for the birth of the employees’ child or to care for the child after the birth, or for placement of a child with the employees for adoption or foster care or to care for the child after placement.

2. FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday.

   a. Medical necessity. For intermittent leave or leave on a reduced leave schedule taken because of one’s own serious health condition, to care for a parent, son, or daughter with a serious health condition, or to care for a covered servicemember with a serious injury or illness, there must be a medical need for leave and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule.

   b. Birth or Placement. When leave is taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the Company agrees.

   c. Any qualifying exigency leave. Leave due to any qualifying exigency may be taken on an intermittent or reduced leave schedule basis.

   NOTE – If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on the reasons set forth in this Section III(B)(2)(a) – (c), the Company may require the employee to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee’s regular position. Such decision shall be at the Company’s discretion.

3. Paid leave (i.e., accrued vacation or sick leave) must be substituted for FMLA leave where available.

B. In cases of leave to care for a covered servicemember with a serious injury or illness, any eligible employee may take up to 26 weeks of leave during a single 12-month period.
The “single 12-month period” referred to in this paragraph shall commence on the date an eligible employee’s first FMLA leave to care for the covered servicemember begins. Thus, the “single 12-month period” referenced herein may be separate from the 12-month period set forth in Section III(A).

The FMLA leave provided for in this subsection B is subject to the following limitations:

1. An eligible employee’s FMLA leave entitlement is limited to a total of 26 workweeks of leave during the “single 12-month period” referenced in Section III(B).

2. If a husband and wife are both employees of the Company, and the need for leave to care for an injured servicemember arises, their leave is limited to an aggregate of 26 weeks together (rather than 26 weeks each) in any “single 12-month period” if the leave is taken to care for the same servicemember.

IV. Notifications and Certifications

A. Notice by employee of need for leave.

1. Where the need for leave is foreseeable (including when it is possible to predict accurately when the leave will be needed) and it is practicable to do so, the employee must provide 30 days prior notice to the Company and must make reasonable efforts to schedule leave so as not to disrupt operations. If 30 days is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. For example, where an employee becomes aware of a need for FMLA leave less than 30 days in advance, it should be practicable for the employee to provide notice of the need for leave the same day or the next business day.

If an employee fails to provide the required notice with no reasonable excuse, and the FMLA leave is foreseeable at least 30 days in advance, the taking of leave may be delayed until 30 days after the date the employee provides notice.

2. Where the need for leave is not foreseeable (including when it is impossible to predict accurately when the leave will be needed), the employee must provide as much notice to the Company as is practicable. “As is practicable,” for purposes of this paragraph only, means within the time prescribed by the Company’s usual and customary notice requirements applicable to such leave.

If the employee fails to provide the required notice set forth in the above paragraph, the extent to which the Company may delay FMLA coverage for leave may be determined by the length of time between when the employee could reasonably have provided such notice and when the employee actually provided such notice. For example, if the employee could have provided notice on the day of an accident, but did not provide notice until one week later, the taking of leave may be delayed until one week after the employee provides notice.

3. Manner of giving notice.

a. Verbal notice may be given initially, followed by notice in writing.

b. Notice must be sufficient to make the Company aware that the employee needs FMLA-qualifying leave and must include (1) the reason for the leave; (2) the expected timing and duration of the leave; (3) if intermittent or reduced schedule
leave is requested in the case of medical leave, the reason why the intermittent or reduced scheduled leave is necessary and the schedule for treatment if applicable; (4) if applicable, a statement regarding the need of employee to care for a family member; and (5) other pertinent information.

Under certain circumstances, an employee may also be asked to provide information sufficient to notify the Company (1) that the employee is unable to perform the functions of the job; (2) that the employee is pregnant or has been hospitalized overnight; (3) whether the employee or the employee’s family member is under the continuing care of a health care provider; (4) if the leave is due to a qualifying exigency, that a covered military member is on active duty or called to active duty status and that the requested leave is for a qualifying reason; (5) if the leave is for a family member, that the condition renders the family member unable to perform daily activities; or (6) that the family member is a covered servicemember with a serious injury or illness.

c. Notice must be provided to Employee Services or leaverequest@apexsystemsinc.com.

B. Designation by the Company of FMLA leave.

1. When an employee requests FMLA leave, or when the Company becomes aware that an employee’s leave may be for an FMLA-qualifying reason, the Company will notify the employee of the employee’s eligibility to take FMLA leave within 5 business days, absent extenuating circumstances.

2. Regardless of whether the employee provides notice of the need for FMLA leave, the Company may designate leave as FMLA leave where the reason for leave is FMLA-qualifying. In such case, the Company will provide notice of the designation to the employee within 5 business days once it has acquired enough information to determine whether the leave is being taken for a FMLA-qualifying reason, absent extenuating circumstances. Also, if the Company intends to require the employee to complete a fitness-for-duty examination prior to returning to work, the Company will provide the employee with a list of the essential functions of his or her position with the designation notice.

3. The Company may designate leave as FMLA leave after it acquires the requisite knowledge to make a determination that the leave qualifies as FMLA leave and such designation may be retroactive to the beginning of the leave to the extent permitted by the FMLA.

C. Certification for medical leave.

1. In the case of medical leave for the employee’s own serious health condition, the serious health condition of an employee’s family member, or leave to care for a covered servicemember suffering from a serious illness or injury, the employee must provide the Company with a certification in the form of a Certification of Healthcare Provider from the healthcare provider treating the person or servicemember with the serious health condition. In addition, in case of leave for any qualifying exigency, the employee must provide a Certification of Qualifying Exigency for Military Family Leave

NOTE - Copies of the following certification forms are available from the Apex Intranet (internal employees) or MyApex (contract employees).
a. Form WH-380E is for use when the employee’s need for leave is due to the employee’s own serious health condition.
b. Form WH-380F is for use when the employee’s need for leave is to care for a family member with a serious health condition.
c. Form WH-384 is for use when the employee’s need for leave is for a qualifying exigency.
d. Form WH-385 is for use when the employee’s need for leave is to care for a covered servicemember.

2. The first time an employee requests leave because of a qualifying exigency, the Company may require the employee to provide a copy of the covered military member’s active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member’s active duty service.

3. When leave is taken to care for a covered servicemember (i.e. caregiver leave), the Company may require the employee to obtain a certification completed by an authorized health care provider of the covered servicemember, including (i) a United States Department of Defense (“DOD”) health care provider; (ii) a United States Department of Veterans Affairs health care provider; (iii) a DOD TRICARE network authorized private health care provider; or (iv) a DOD non-network TRICARE authorized private health care provider.

4. When the need for leave is foreseeable, the Company will request that the employee furnish certification at the time the employee gives notice of the need for FMLA leave or within 5 business days thereafter, or, in the case of unforeseen leave, within 5 business days after the leave commences. The employee must provide the certification no later than 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent efforts.

5. In the event the certification is incomplete or insufficient, the employee shall be given 7 calendar days, unless not practicable, to cure any such deficiency. If the requested certification is not provided when requested, or if the employee fails to provide a complete and sufficient certification after being given 7 days to cure any deficiencies, the Company may deny the taking of FMLA leave.

6. If the Company has reason to doubt the authenticity of the certification, or if the Company requires clarification of information contained in the certification, the Company may contact the health care provider for purposes of clarification and authentication after the Company has given the employee the opportunity to cure any deficiencies.

7. If the Company has reason to doubt the validity of the medical certification, it may require the employee to obtain a second opinion (at the Company's own expense) from a healthcare provider selected or approved by it (other than a person regularly employed by the Company, unless access to healthcare providers is extremely limited). If the second opinion differs from that in the employee's certification, a third opinion (at the Company's expense) may be obtained from a healthcare provider selected or approved jointly by the Company and the employee. The third opinion will be final and binding.
8. Under certain circumstances, the employee must provide subsequent recertifications, at the employee's expense, in the form of an updated certification of the healthcare provider. The Company may request recertification every 30 days in connection with an absence by the employee unless the initial certification indicates that the minimum duration of the condition is more than 30 days, in which case the Company will wait until that minimum duration expires before it requests a recertification. However, the Company may request a recertification in less than 30 days if (i) the employee requests an extension of leave; (ii) the circumstances described by the previous certification have changed significantly; or (iii) the Company receives information that casts doubt upon the employee’s stated reason for the absence or the continuing validity of the certification.

9. The employee must provide the recertification no later than 15 days after the request, unless it is not practicable to do so despite the employee's diligent efforts.

10. Certifications must be provided to Human Resources at leaverequest@apexsystemsinc.com.

11. Failure to provide a required certification may result in a delay of FMLA leave.

D. An employee must periodically provide the Company with notice regarding his or her status and intention to return to work.

V. Procedure
A. An employee’s leave request and any required certification must be submitted to Human Resources before either approving or disapproving all requests.

B. Following approval or disapproval, a copy of the leave request and a letter of approval or disapproval will be sent to the employee.

C. The original leave request and any original certification will be kept in the employee’s medical leave file.

VI. Benefits During Leave
A. During any approved FMLA leave, the employee may retain medical coverage under the same terms and conditions as if he/she was actively working, may select any newly offered medical coverage, and may commence or change medical coverage at any open enrollment date or other date during the leave at which coverage could have been begun or changed had the leave not been taken.

B. Any share of group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

C. If the FMLA leave is substituted paid leave, the employee’s share of premiums for medical coverage must be paid by the method normally used during any paid leave (i.e. a payroll deduction). If FMLA leave is unpaid, the Company will require that the employee pay his or her share of premiums for medical coverage to the Company or directly to the insurance carrier.

D. The Company’s obligations to maintain health insurance coverage cease under FMLA if the employee’s premium payment is more than 30 days late, provided that the Company will first mail written notice to the employee notifying the employee that the payment has not been received. Such notice shall be mailed to the employee at least 15 days before coverage is to cease.
E. If an employee does not return to work for the Company for at least 30 calendar days after completion of his or her FMLA leave, the Company may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee. No repayment will be required, however, if the failure to return to work was due to (i) the continuation, reoccurrence or onset of either a serious health condition of the employee or the employee’s family member, or a serious injury or illness of a covered servicemember; or (ii) other circumstances beyond the employee’s control.

F. The employee's rights to benefits other than group health benefits during a period of FMLA leave is to be determined in accordance with the Company's policy for providing such benefits when employees are on other forms of leave (i.e. vacation leave).

G. If an employee gives notice of his or her intent not to return to work, the Company’s obligations under the FMLA to maintain health benefits (subject to COBRA requirements) cease.

VII. Return To Work and Job Restoration

A. Notice of return from FMLA leave and certification regarding return from employee medical leave.
   1. An employee should provide the Company two days prior notice of his or her anticipated return to work, where feasible.
   2. In the case of employee medical leave, the employee must provide a certification from his or her healthcare provider that the employee is able to resume work. Such certification should address only the health condition that caused the need for FMLA leave and should state whether the employee is able to perform all of the essential duties of his or her job and whether there are any reasonable accommodations that the Company should make for the employee due to the employee’s health condition in order for the employee to return to work. Such certification must be provided at or about the time the employee notifies the Company of his or her anticipated return to work, and prior to returning to work. The cost of the certification shall be borne by the employee.

B. Job restoration at the end of FMLA leave.
   1. After the end of an approved FMLA leave and the provision of any required notice of return and any certifications regarding the ability to return, the employee will be returned to the position he or she held immediately before the leave or to an equivalent position, with equivalent benefits, pay and other terms and conditions of employment.
   2. Notwithstanding the above, the employee shall have no greater right to job restoration or to other benefits and conditions of employment than if the employee had been continuously at work and not taken FMLA leave (e.g. if the employee would have been laid off during the leave) or if the employee was hired for a specific term or only to work on a specific project and the term or project has ended.

VIII. Termination of FMLA Leave

A. FMLA leave will automatically terminate and all of the employee’s rights during or following FMLA leave under this policy will automatically terminate if and as of the date the employee notifies the Company of the employee’s intent not to return to work.

B. If an employee fails to comply with the requirements of this policy (e.g. fails to supply any
necessary medical certifications), the Company may delay or, in some instances, terminate the employee’s FMLA leave and employment. In such case, all of the employee’s rights during or following FMLA leave under this policy will automatically terminate.

If an employee on FMLA leave takes any actions which would entitle the Company to terminate the employee’s employment if he or she were an active employee, the Company may terminate the employee’s FMLA leave and employment. In such case, all of the employee’s rights during or following FMLA leave under this policy will automatically terminate.

IX. **Miscellaneous**

A. This policy shall be interpreted in a manner consistent with the FMLA, and shall provide no rights and imposes no obligations other than those required by the FMLA. To the extent that any provision of this policy conflicts with the FMLA or its regulations, the FMLA and its regulations shall govern.

B. The Company is granted discretion to interpret and apply this policy.

C. This policy may be modified or amended by the Company at any time and from time to time.

D. If an employee exhausts all available FMLA leave without returning to work, the Company reserves the right to terminate the employee's employment.
Safety Rules and Procedures

Apex recognizes and accepts its responsibility to provide and maintain safe and healthful working conditions, as well as making the safety of all of our Contract Employees a primary part of our activities. We charge each of our Contract Employees with the responsibility of making accident prevention an integral part of their position while at the client work-site. All Contract Employees must continually observe safety practices, rules, procedures and methods, and assist to identify any hazardous situations.

We rely on our clients to provide you with the needed safety training per the job that you will be performing at their work-site. The following safety procedures must be followed while working at the client site:

**Personal Protective Equipment**

1. Eye and face protection should be worn to protect from flying particles, dust, and chemicals.
2. Hand protection should be worn when the potential for cuts, lacerations, and other hazards exist.
3. Foot protection should be worn if a job has the potential for objects to drop on feet.
4. Head protection should be worn if overhead hazard exists.

Check with your Technical Recruiter to determine what personal protective equipment is needed before beginning any job.

**Proper Lifting Techniques**

1. Size up the load, know where you will put down the load, and be sure the path is clear.
2. Get firm footing, have your feet shoulder width apart, and bend your knees.
3. See clearly where you are going, change direction with feet do not twist your body.

**Hand Tool Safety**

1. Pick the right tool.
2. Turn in defective tools.
3. Use tools properly.

**Housekeeping**

1. Keep your work area clean and neat.
2. Pick up loose materials from the floor to eliminate trip hazards.

**Accident/Injury Reporting**

Report any accidents or injuries to your Technical Recruiter and client site supervisor immediately, no matter how small in nature. If medical treatment is deemed necessary, your Technical Recruiter will assign you an ID number and will direct you to a medical facility. Your Technical Recruiter or an Apex Systems representative will make every effort to meet you at the medical facility. It is your responsibility to immediately inform an Apex Systems representative if an injury or accident occurs on the job.
Personnel with Security Clearances  
(Applicable to certain Positions Only)

In addition to the all applicable policies outlined in this manual, all Apex employee’s holding a Government issue security clearance as a requisite to the performance of his / her duties for Apex are expected to comply with the requirements of the National Industrial Security Program operating Manual (NISPOM) and all lawful instructions and requests from Apex’s security representatives. At a minimum you are responsible for complying with and/or reporting the following to Apex’s Security Representative.

1. Adverse Information - Any information that adversely reflects on your integrity or character, which suggest ability to safeguard classified information clearly may not be in the interest of national security. The following are examples of adverse information that shall be reported: criminal activities, treatment for mental or emotional disorders, excessive use of intoxicants, use of illegal, controlled substances and excessive indebtedness or recurring financial difficulties.

2. Suspicious Contacts - Report efforts by any individual, regardless of nationality, to obtain illegal or unauthorized access to classified information or to compromise an employee. In addition, all contacts by cleared employees which known or suspected intelligence officers from any country, or any contact which suggests that employee concerned may be the target of an attempted exploitation by intelligence services of another country shall be reported.

3. Change in Status – Report immediately any: (1) Change in name (2) Termination of employment (3) change in marital status (4) change in citizenship (5) change in employment category status.

4. Upon termination of employment - Return all classified information in your custody; affirm that you will not communicate or transmit classified information to any unauthorized person or organization; and that you will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information.

5. Report all security violations or infractions.

The compliance and reporting requirements outlined above are intended as guidelines only. In addition to the Progressive Disciplinary Policy outlined in this manual, all cleared employees understand that failure to adhere to these policies may be subject to employee’s immediate termination.
This is to acknowledge that the Contract Employee has received a copy of the Apex Systems, Inc. Contract Employee Manual. The Contract Employee understands that it is his or her responsibility to read, understand, become familiar with, and comply with the standards that have been established. The Contract Employee acknowledges that he or she has read the Non-harassment Policy with particular attention, understands, and will abide by such policy.

The Contract Employee understands that this Manual provides guidelines and summary information about our personnel policies, procedures, benefits and rules of conduct, and that nothing in this Manual may be construed as a contract of any sort. The Contract Employee further understands that Apex Systems reserves the right to modify, supplement, rescind, or revise any provision, benefit or policy from time to time, with or without notice, as it is deemed necessary, and without the consent of the Contract Employee.

The Contract Employee acknowledges that both Apex Systems and the Contract Employee have the right to terminate the employment relationship at any time, with or without cause or advance notice, and that this Employment-at-Will relationship will remain in effect throughout the period of employment, unless it is specifically modified by an expressly written employment agreement signed by the Contract Employee and a duly authorized representative of Apex Systems.

The Contract Employee further acknowledges that this Employment-at-Will relationship may not be modified by any oral or implied agreement.

____________________________
Contract Employee’s Name

____________________________   [Seal]
Contract Employee’s Signature

____________________________
Date
Buying a home or a car?
Applying for a loan?
Leasing an apartment?

You’ll need proof of employment or income...

For fast, secure, anytime-anywhere proof of employment or income via the Web or phone we bring you...The Work Number®.

The Work Number service is used when you apply for a loan, need a reference check, lease an apartment or any other instance where proof of employment or income is needed. You benefit from having control of the process – by authorizing others access to your information.

How it works...

Need proof of employment?

Follow these easy steps:

1) Fill in your Social Security Number in Box 1 below.
2) Give the information in Box 1 to the person requesting your proof of employment.

Box 1 – Provide this information to the person requesting proof of your employment.

To obtain proof of employment on an employee from Apex Systems Inc:

1) Access The Work Number via the Web or telephone:
   • [http://www.theworknumber.com](http://www.theworknumber.com)
   • 1-800-367-5690
2) Enter:
   • Apex Systems Inc. Employer Code: 11535
   • The Employee’s Social Security Number: - - -

The Work Number Client Service Center:
1-800-996-7566 (Voice)
1-800-424-0253 (TTY - Deaf)
Monday - Friday, 7:00 a.m. - 8:00 p.m. (CST)

Note: You will need employee permission in the form of a Salary Key to verify income.
Need proof of employment plus income?

Follow these easy steps:

1) Fill in your Social Security Number in Box 2 below.
2) Access The Work Number either via the Web or telephone:
   • [www.theworknumber.com](http://www.theworknumber.com)
   • 1-800-367-2884

3) Select the Employee option and Login. To Login, have the following information:
   • Apex Systems, Inc. Employer Code: 11535
   • Your Social Security Number: --
   • Your PIN: ____________ (pin# is last 4 digits of SSN)

3) Select the “Create a Salary Key” option and write down the Salary Key provided to you by The Work Number. (Enter your Salary Key below in Box 2, in Step 3.)

4) Provide the information in Box 2 to the person requesting proof of your employment plus income.

<table>
<thead>
<tr>
<th>Box 2 – Provide this information to the person requesting proof of your employment plus income.</th>
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To obtain proof of **employment plus income** on an employee from Apex Systems, Inc.:

1) Access The Work Number via the Web or telephone:
   • [http://www.theworknumber.com](http://www.theworknumber.com)
   • 1-800-367-5690

2) Enter:
   • Apex Systems, Inc. Employer Code: 11535
   • The Employee’s Social Security Number: --
   • Enter the Salary Key provided to you by the employee:

**The Work Number Client Service Center**
1-800-996-7566 (Voice)
1-800-424-0253 (TTY - Deaf)
Monday - Friday, 7:00 a.m. - 8:00 p.m. (CST)
Applying to a Social Service Agency?

Follow these easy steps:

1) Fill in your Social Security Number in Box 3 below.
2) Supply the information in Box 3 to the case worker.

Box 3 – Instructions for Social Service Agencies

Case worker:
1) Register with The Work Number via the Web or telephone.
   All agencies must register to use the service. It takes about 5 minutes to complete
   the application. If you are already registered and need additional help, please call
   The Work Number Client Service Center at 1-800-996-7566.
   • www.theworknumber.com
   • 1-800-996-7566

2) Obtain an employment and income verification.
   • The Work Number Access Options for Social Service Agencies:
     a) www.theworknumber.com
     b) 1-800-660-3399
   • Enter your registered fax number.
   • Enter the following information when instructed:
     a) Apex Systems, Inc. Employer Code: 11535
     b) Employee’s Social Security Number: ☐ ☐ ☐ - ☐ ☐ - ☐ ☐ ☐ ☐ ☐

Select the kind of verification you need. You can verify employment or employment
plus income.
EMERGENCY CONTACT INFORMATION

Employee Name: ____________________________________________________________

Permanent Address: __________________________________________________________
                                                                                   __________________________________________________________
                                                                                   __________________________________________________________
                                                                                   __________________________________________________________

Temporary Address: ____________________________________________________________
                                                                                   __________________________________________________________
                                                                                   __________________________________________________________
                                                                                   __________________________________________________________

Home Telephone Number: ______________________________

Cell Phone Number: _____________________________________

E-mail Address: ________________________________________

Emergency Contact Name: ________________________________

Relationship: ___________________________________________

Emergency Contact Phone Number: _________________________