



ASSOCIATE HANDBOOK

Table of Contents

Welcome	2
Vision & Values	2
Satisfaction & Recognition	3
- Circle of Excellence	3
- MyPath Medals	3
- Referral Bonus.....	3
Assignments	4
- Assignment Acceptance	4
- Communication Expectations	4
- Assignment Expectations	4
- Injury Reporting	5
Time & Pay	5
- Time Reporting	5
- Wages	6
- Pay Method	6
- Paystubs / Year End Tax Statements	6
Benefits	7
- Paid Holidays	7
- City/State Paid Sick Leave Ordinances	7
- Employment & Income Verifications	7
Career Development	8
Policies	8
- Equal Employment Opportunity	8
- Employee Eligibility and Work Authorization	9
- Assignment Availability (Unemployment Compensation)	9
- Anti-Harassment / Anti-Discrimination	9
- Meal and Rest Period	10
- Safety	11
- Reasonable Accommodation	11
- Family & Medical Leave Act	12
- Substance Abuse	13
- Violence-Free Workplace	14
- Solicitation/Distribution	15
- Wiretapping, Eavesdropping, and Recording	15
- Intellectual Property	15
- Use of Information Technology Resources	16
- Manpower Privacy Notice for U.S. Residents	16
- Non-Disclosure of Confidential or Proprietary Information	17
Acknowledgement and Receipt	18
Use of Name, Photograph, Video or Audio	19
Employee Rights	20

Welcome

Thank you for choosing Manpower. We are committed to helping you navigate your career journey and providing you with the tools and resources you need to be successful. As a valued Associate you have the opportunity to:

- Explore new careers.
- Experience different industries.
- Learn about different companies.
- **Find a job that's just right for you.**

Introduction

This Associate Handbook can assist you with questions about your employment and provide you with information about your benefits so keep it handy as a resource. And remember, your Manpower Representative is always available should you have any questions.

The Associate Handbook is not a contract of employment and does not guarantee employment or employment for a specific duration. Your employment is at-will. This means that either you or Manpower can end the employment relationship at any time, for any reason, with or without cause, unless prohibited by law. No manager or supervisor has authority to enter into a contract of employment that changes or alters your at-will status.

Not all of Manpower policies and procedures are set forth in this Associate Handbook. Client and worksite specific policies will be provided in onboarding, at orientation, or at the worksite. Manpower reserves the right to modify, suspend, revoke, terminate or change any of its policies, procedures, practices, or benefits at any time, with or without notice. If you have any questions or concerns about this Associate Handbook or any other policy or procedure, please ask your supervisor or reach out to the Associate Service Center with any questions.

Vision & Values

People

We care about people and the role of work in their lives. We regard people as individuals, trusting them, supporting them, and enabling them to achieve their goals for work and in life. We help people develop their careers through planning, coaching, and training. We recognize everyone's contribution — our Staff, our Clients, our Associates, and our Candidates — to our success. We are a Company that:

- Rewards excellence and innovation.
- Recognizes individual contributions.
- Provides competitive pay and benefits.
- Encourages professional growth and development.
- Supports open communication.

Knowledge

We share our knowledge, our expertise, and our resources, so that everyone understands what is important now and what is happening next in the World of Work – and knows how best to respond. We actively listen and act upon this information to improve our relationships, solutions, and services. Based on our understanding of the World of Work, we actively pursue the development and adoption of the best worldwide practices.

Innovation

We lead the World of Work. We dare to innovate, pioneer, and evolve. We never accept the status quo. We constantly challenge the norm to find new and better ways of doing things. We thrive on our entrepreneurial spirit and speed of response; taking risks, knowing that we may not always succeed, but never exposing Associates or Clients to risk.

Satisfaction & Recognition

Your feedback is very important to us. From time to time, you may be asked to complete an Associate Satisfaction survey to rate your current and/or past assignments and our service delivery to you. Your candid response helps us make sure we're doing everything we can to meet your employment needs. Remember, should you have questions or concerns you would like addressed immediately, please contact your local Manpower management.



Circle of Excellence

It's important to experience a sense of satisfaction and pride, as well as to receive recognition for a job well done. At Manpower, we recognize outstanding Associates with the Circle of Excellence award. This award is based on a variety of criteria and is given out to Associates on a monthly or quarterly basis.

MyPath Medals Program

The MyPath Medals Program recognizes Associates who demonstrate exceptional performance on the job. Employers that work with Manpower are given the opportunity to medal Associates working at their location on attributes such as being a team player, problem solver, producer, etc. The medals you receive become part of your Manpower profile and are used to promote you to Clients for future assignments.



Referral Bonus

You can earn extra money by helping us find additional talented people just like you. Ask your Manpower Representative if a referral program is available in your area.

Assignments

Assignment Acceptance

Manpower is your employer, not the Client to which you may be assigned to. When you accept an assignment with Manpower, we will provide you with*:

- **Client Information** – Work Location and Supervisor's Name.
- **Assignment Details** - Pay Rate, Start Date, Expected End Date, Work Hours, Job Duties, Dress Code, Safety Equipment (if any), Meal/Break Times, Time Reporting Method.
- **First Day Instructions** – Directions, Check-in Procedure.

**Additional information may be provided to you by your local Manpower office as required by applicable state law.*

We will never pressure you to accept an assignment – the decision is always up to you. However, when you accept an assignment, we ask that you please commit to completing the assignment unless there are extenuating circumstances in which you are unable to complete. Contact your Manpower Representative right away if you have questions or the assignment is not the right fit for you.



At-Will Employment. Your employment with Manpower is “at-will.” That means your assignment and/or your employment can be terminated at any time by you or Manpower with or without cause and with or without notice. This “at will” status can be changed only by a written contract signed by Manpower’s president or his/her designee.

Communication Expectations

Call your Manpower Representative to tell us if:

- You are unable to report to work. Failure to contact us could be cause for termination.
- You are ill or otherwise feel you can't complete the assignment.
- The work you are asked to do is substantially different from the work described to you by your Manpower Representative or you're asked to operate equipment or perform a task for which you have not been trained or authorized.
- The work environment appears unsafe.
- You feel Manpower's Equal Employment Opportunity or Anti-Harassment Policies are being violated.
- Your assignment ends. You must call us within 48 hours to let us know of your availability for your next assignment.
- You are unavailable for any period of time. Let us know in advance if you're planning a vacation or time off for any reason.

Assignment Expectations

As a Manpower Associate, you are expected to:

- Report all hours worked on time, and accurately, to prevent delay in your pay.
- Be on time and work all assigned hours.
- Ask questions to ensure you understand what you're being asked to do but try to avoid unnecessary conversation and delay.
- Maintain confidentiality. You should never discuss confidential Company information with anyone other than your supervisor or those with a business need to know.
- Only make phone calls during working time if it's a true emergency. Personal calls should only be made during breaks, lunch periods, or other designated non-working time.
- Comply with the dress code and wear all required safety equipment (if applicable).

Injury Reporting

We hope that you'll never be injured on the job; however, if you are, we want you to receive the most appropriate care without delay. If you receive a life-threatening or serious injury on the job that requires immediate medical attention, your worksite supervisor will likely dial 911 immediately. For all other injuries, follow the process below.

- Inform your client supervisor.
- Call PC365* at (855) 690-7299 to speak with a nurse, if needed.

PC365 is a medical triage service that partners with Manpower. The nurse at PC365 will ask you to provide your current location (site location) and information about your Manpower Office, as well as an overview of what happened.

- Contact your Manpower office immediately after calling PC365 to inform them of the injury.

WHAT TO EXPECT when contacting PC365:

- The PC365 nurse will ask you for details about the injury and your medical symptoms.
- The nurse will recommend a course of action, depending on your injury and medical symptoms.
- The nurse will send a summary of the call and the treatment recommendation to your Manpower office. That report can be in English or Spanish.

**Some locations may not utilize PC365. In that case, call your Manpower Representative immediately.*

Manpower adheres to all state worker's compensation laws.

Time & Pay

You will be paid on a weekly basis. Manpower's payday is the Friday following the week you worked. To avoid delay in pay, it is your responsibility to:

- **Accurately report all hours worked.** Record the time you start and end work and the time you start and return from any meal period (if required).
- **Report your time every week by midnight on the Sunday following the week you worked.** Manpower's standard work week is Monday 12 a.m. through Sunday 11:59 p.m.
- **Confirm your time has been submitted and approved.** Time must be reported per Client requirements, using one of the methods discussed under the Time Reporting section.



Our Clients' Costs. As is commonly done throughout the employment industry, our Clients are charged an hourly rate higher than your own hourly pay rate. Client rates include the additional costs of selection, administration, employer contributions for Social Security, Unemployment taxes, Workers' Compensation, insurance, corporate income tax and profit. Unless otherwise authorized by you or applicable law, only FICA (Social Security & Medicare), and federal, state, & local (where applicable) taxes are withheld from your pay.

Time Reporting

Depending on the Client and site location where you work, you'll be asked to report your time using one of the methods detailed here. Your time reporting method will be explained to you by your Manpower Representative prior to your assignment start.

You must never work “off the clock” or without detailing the time you have worked. You should report to your Manpower Representative immediately if anyone asks you to do so. In addition, you must never work “extra” hours beyond those authorized without obtaining approval in advance from your supervisor. If you do work extra hours without permission, you may be subject to discipline, up to and including termination.

Bullhorn Time & Expense (Peoplenet)

When entering time in Bullhorn Time & Expense (Peoplenet), you will either enter hours worked online from your computer, tablet, or smartphone or through the automated telephone system. You’ll receive reminder messages each week to enter your time and you can view your dashboard of assignments and hours worked.

Time Clocks

To record your “in” and “out” times using a time clock, you may be asked to use a badge to swipe a clock, enter a PIN, or use facial recognition (where allowed by law).

Paper Timesheet

Instructions for completing and submitting time worked using a paper timesheet can be found on the timesheet. Be sure to legibly complete all information and include your Manpower Identification Number on each timesheet.

Vendor Management Systems (VMS)

Associates working for clients that use a VMS tool may be asked to track their time using the Client’s VMS tool. Instructions to use the tool’s time entry function will be provided at the time of assignment start.

If you have any questions about the time entry systems, please contact your local Manpower office or call the Associate Care Center at (800) 561-6934.

Wages

Your wage may vary from assignment to assignment. Your Manpower Representative will tell you how much you will be paid before you accept the assignment. Your weekly pay is based on your completed and submitted time. As your employer, Manpower will deduct the necessary FICA and federal, state, and local (if applicable) taxes. Manpower complies with all applicable federal, state, and local laws regarding minimum wage and overtime pay. **At the termination of your employment, Manpower is not liable for wages or salary except those you earned prior to the date of termination. Manpower will pay out any unused, earned vacation when required by applicable state law at the regular rate of pay.**

Pay Method

You will be prompted to set up your preferred pay method during onboarding. There are three (3) types of pay methods available.

- **Direct Deposit. Manpower’s preferred method.** Direct deposit offers you a convenient, reliable, safe, and easy access to your pay. Once enrolled, your pay is automatically deposited into your checking or savings account at the bank or credit union of your choice.
- **Paycard.** Setup is completed through Wisely by ADP. Your card will be mailed to the address we have on file within 10-14 days. The day/time your card is received is dependent on the US Postal Service, not Manpower.
- **Paper check.** The day/time your paper check is received is dependent on the US Postal Service, not Manpower.

Changes to pay methods must be completed through the Secure Self Service tab of your Manpower Account (www.manpower.com). Any questions about your pay must be directed to the Associate Care Center at (800) 561-6934.

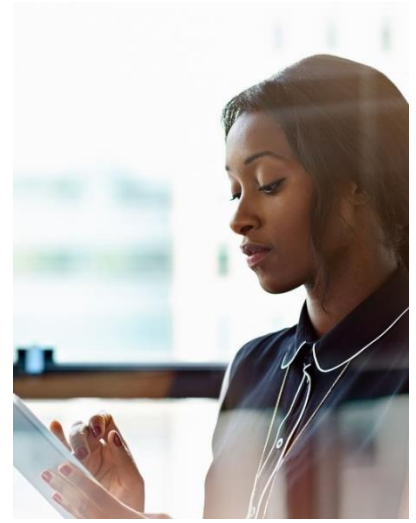
Paystubs / Year End Tax Statements

Manpower provides electronic access to your wages and year end statements (W2) through our secure Paperless Employee website - <https://www.PaperlessEmployee.com/manpowergroup>. Once you receive your first paycheck you will be able to register for an account and opt-in for pay statement and/or electronic W2 notifications.

Benefits

As a Manpower Associate, you will find that we offer one of the most comprehensive benefits packages in the industry. Our benefits include medical/dental insurance, life insurance and AD&D (accidental death and dismemberment), 401(k) savings plan, and more. You are eligible for the 401(k) plan as soon as administratively possible after your hire date. For medical, dental and life insurance you are eligible for coverage 85 days after your date of hire.

When it is time to enroll, an enrollment notification will either be emailed to you at the email address you provided or mailed to your home address. You will have 20 days from the date on the letter to complete your benefits enrollment. If you do not receive an enrollment letter 50 days after your hire date, or if you have any questions regarding benefits, call our Benefits Center at (800) 603-3173, Representatives are available Monday – Friday 7 am until 7 pm CST.



Paid Holidays

Manpower Associates are eligible* to be paid for these holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. To qualify for each paid holiday, you must have worked 1,800 hours during the 52 weeks prior to the holiday. You also must be currently working on an assignment at the time of the holiday. NOTE: "Currently working" is defined as working during the week ending prior to the holiday and the week ending of the holiday.

***To confirm whether you are eligible to receive holiday pay, contact your local Manpower office for details.**

City/State Paid Sick Leave Ordinances

Associates who perform work in cities or states that have paid sick leave ordinances or laws will receive information during onboarding regarding the requirements of the law. Associates who are eligible to take paid sick leave should contact the Manpower Associate Care Center to submit a request for paid sick leave per the instructions provided during onboarding.

Notice of Your Rights Under Various City and States' Paid Sick Leave Ordinances

Manpower has implemented a Paid Sick and Safe Leave Program (the "Program") in all locations where required. Associates will receive further information about the paid sick leave requirements during onboarding. **All notices for state and local paid sick leave can be found [here](#).** For additional information and for all questions regarding Sick and Safe Leave Programs for Manpower Associates, please contact the Associate Care Center at 800-561-6934.

Employment and Income Verifications **

ManpowerGroup has partnered with Certree, a document anti-fraud and data security company, to ensure you have control and transparency over your data during the employment and income verification process. Signing up for a Certree account is FREE for you, but there may be a cost to the verifier depending on the information requested. If you receive a request for employment and/or income verification:

- Sign-up or log in to [Certree.com](https://www.certree.com). *Follow the instructions.*
- Click on **Request Document** and enter requested information.
- Review the accuracy of your information. If information is incorrect, please use Certree's "Correction Request" link.
- Once ready to share, click **Share with Verifier** and follow prompts.

It is your responsibility to share your document with a verifier. To protect your privacy, Manpower will not share your information with any verifiers directly. If assistance is needed, contact evsupport@manpowergroup.com.

****Manpower franchise locations may not utilize this service**

Career Development

MyPath helps you take your education and skills to the next level. The following MyPath resources are available to you at **no cost** as a Manpower Associate:



- Pursue a bachelor's degree through the University of Phoenix. Explore program and eligibility requirements at phoenix.edu/manpower.
- Participate in the Manpower Acceleration Program to develop skills for in demand jobs. This program provides courses over a series of a few weeks. Upon successful completion, earn a certificate and support in pursuing an employment opportunity in your newly skilled area.
- Access skills training through powerYOU - ManpowerGroup's global learning platform. powerYOU gives you access to key business topics, IT knowledge areas and desktop applications through online courses, books and micro-videos. Get started by registering at [powerYOU Self Registration](#).
- Evaluate career opportunities based on job fit. Gain the personal insight you need to find jobs where you will succeed with this easy and fast assessment. Get started at [ManpowerGroup Assessments](#). The Learnability Quotient (LQ) assessment uncovers your ability to learn and adapt your skills to stay relevant in today's work world.
- Gain access to career resources to help you land the job you want and tips to help you succeed on the job. From developing your resume, to networking and impressing your new boss, you will find the information you need to really shine on manpower.com/mypath.

Check with your local Manpower office for programs available in your area. Specific questions about MyPath resources can be emailed to MyPath@manpower.com.

Policies

It's essential that you thoroughly review Manpower's policies. You will be asked to indicate your understanding and acceptance of these policies by signing the electronic acknowledgement in our electronic onboarding task or the paper acknowledgement given to you by your Manpower representative. Policies and benefits may vary from office to office. Be sure to check with your local office regarding local policies and benefits.

Equal Employment Opportunity

Equal employment opportunity is not only the law, but also an extension of Manpower's core values and guides our daily interactions. Manpower does not discriminate against any employee or applicant based on the following legally protected characteristics: age, race, color, religious beliefs, national origin, pregnancy (including childbirth, lactation and related medical conditions), sexual orientation, gender, gender identity, genetic information (including testing and characteristics), physical or medical disability, veteran or uniformed service member status, or any other status protected by applicable local, state or federal law. This commitment to equal opportunity extends to hiring as well as other terms and conditions of employment such as job assignments, compensation, discipline, and termination. We care about people and the role of work in their lives, and we recognize everyone's contribution to our success.

If you believe that you have been discriminated against in violation of this policy, either by Manpower or by a Manpower client, immediately report this your onsite Manpower supervisor (if applicable), Manpower management, or Manpower's Associate Service Center Line at **(800) 416-9731**. Manpower has an open-door policy where all Associates should feel free to discuss concerns or other work-related issues. Any reported concern will be investigated thoroughly, and Associates can make reports without fear of retaliation. Associates who believe they have been retaliated against for making a complaint under this policy should bring this to the attention of any of the contacts listed above.

Employee Eligibility and Work Authorization

Manpower only employs individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment.

Assignment Availability Policy

This policy only applies after you have been on at least one assignment with Manpower. To maintain employment status with Manpower, you must keep us informed as to your availability. When you complete an assignment, notify Manpower by phone of your availability status within 48 hours (exceptions noted below), and then every week until you are placed on a new assignment. If you do not contact us, then we will consider you unavailable for work and to have voluntarily resigned from employment.

Exceptions: Associates who work in IOWA must contact Manpower within three working days after assignment completion. Associates who work in MICHIGAN must contact Manpower within seven working days after assignment completion. Associates who work in MINNESOTA must contact Manpower within five working days after assignment completion.

Unemployment Compensation

If you fail to comply with the Assignment Availability Policy listed above, unemployment compensation benefits may be denied by the applicable state agency.

Anti-Harassment / Anti-Discrimination

All Manpower Associates are entitled to work in an environment that is free from harassment, inappropriate conduct, hostility, and intimidation based on gender, race, color, national origin, pregnancy, sexual orientation, gender identity, age, religion, genetic information, disability, veteran status, or any other basis protected by law. Manpower strongly disapproves of and will not tolerate inappropriate conduct or harassment of Associates by supervisors, co-workers, or others in the workplace, such as customers or vendors. Manpower reserves the right to review harassment that takes place electronically between any parties, via text message, email message, social media, and all other forms of electronic communication. Manpower is committed to complying with all applicable local, state, and federal laws prohibiting harassment in the workplace.

While the law may provide for various interpretations of what constitutes illegal harassment, Manpower realizes that any type of inappropriate conduct or harassing behavior based on race, color, gender, religion, age, sexual orientation, gender identity, national origin, disability, veteran status, genetic information, pregnancy or any other category protected by law is inappropriate in the workplace. Therefore, Manpower will not tolerate any behavior that creates an intimidating, offensive or hostile work environment or that interferes with work performance. Examples of inappropriate conduct or harassing behavior include, but are not limited to: racial slurs, ethnic jokes, stereotyping, the display of posters or other materials that are offensive or show hostility to a group or individual based on a protected category as defined above.

This policy strongly prohibits sexual harassment. Sexual harassment includes, but is not limited to:

- Unwelcome sexual advances, requests for sexual favors, unwanted physical contact, including touching, patting, pinching, etc., unwelcome comments of a sexual or demeaning nature, the display of sexually offensive posters, pictures, or objects.
- Any use of an Associate's submission to or rejection of the conduct described above as the basis for employment decisions affecting the employee (such as hiring, firing, promotions, compensation or working conditions).
- Any explicit or implicit implication that submission to such behavior is a term or condition of an individual's employment.

Manpower requests that you report all incidents of harassment or inappropriate conduct to us. Contact Manpower's Associate Service Center Line at (800) 416-9731. Manpower has an open-door policy where all Associates should feel free to discuss concerns or other work-related issues with management.

Manpower's response to a report or complaint of harassment or discriminatory conduct will include:

- **Confidentiality.** We will maintain confidentiality to the extent possible under the specific circumstances and in accordance with applicable laws.
- **Appropriate Action.** If it is determined that inappropriate conduct has occurred, Manpower will provide an appropriate remedy, including, but not limited to, the discipline and/or termination of the offending individual.
- **Good Faith.** The initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.
- **Zero Tolerance of Retaliation.** Retaliation will not be tolerated in any form toward anyone who in good faith makes a complaint or participates in an investigation. Retaliation is an adverse action taken against an individual who has engaged in protected activity such as making a complaint or participating in an investigation. Manpower requests that you immediately report all incidents of alleged or perceived retaliation to the Manpower Associate Service Center Line at 800-416-9731 for investigation under this policy.

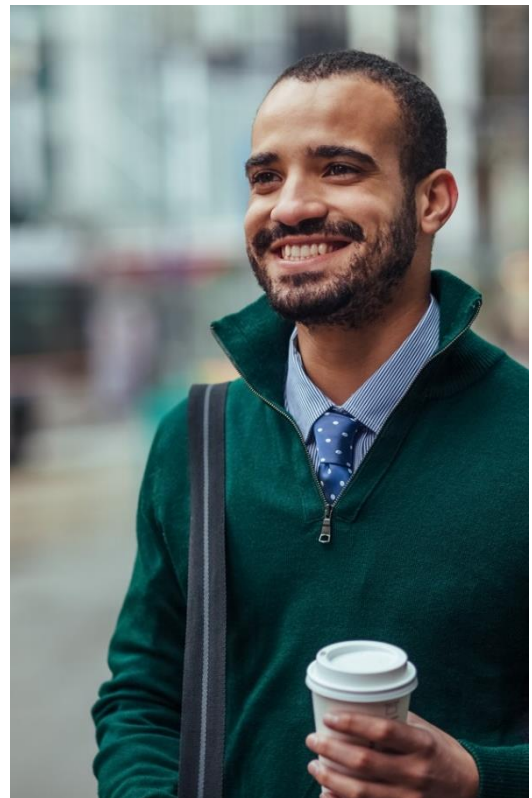
Any Associate not satisfied with the actions taken or not taken as a result of a complaint can contact Manpower's Associate Service Center Line at (800) 416-9731.

Illinois Associates: Further information concerning your rights under the Illinois Human Rights Act can be found [here](#).

Meal and Rest Periods

Manpower is committed to compliance with all legal requirements regarding meal and rest periods. No employee, supervisor or management representative of Manpower or Manpower's client may violate the applicable legal requirements. It is a condition of your employment and continued employment that you agree to abide fully with the law and these rules. This means you must take legally required meals and rest periods. Failure to do so may result in disciplinary action, including the possibility of immediate discharge. Federal law does not require meals or rest periods. However, state laws may have additional meal and rest period requirements. Specific information regarding meal and rest period requirements under your applicable state law may be provided by your local Manpower Representative during onboarding or from the Department of Labor at <http://www.dol.gov/whd/state/meal.htm>.

Unless state or local law requires otherwise, when Associates are offered short breaks (usually lasting between 5-20 minutes), the breaks are compensable work hours that should be included in the total hours worked during the workweek and considered in determining if overtime was worked. These rest periods are paid and should not be entered in the time entry system separately. Bona fide meal periods (typically lasting at least 30 minutes, depending on state or local law) are not work time and are not compensable when no work is performed during that time. Please contact your local Manpower Representative with any questions about break and rest times.

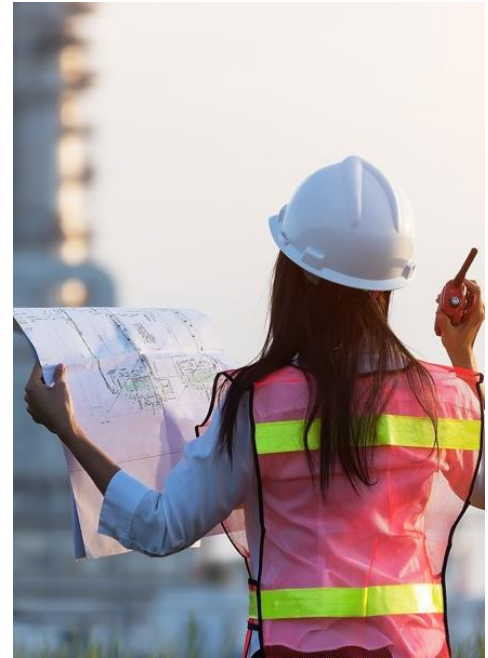


Safety

Your safety is important to us. We strive to always provide safe and healthy working conditions. Manpower will not knowingly assign or allow any Associate to work in an unsafe workplace environment. Manpower abides by all safety regulations and guidelines set forth in federal, state, and local statutes. Manpower will not tolerate retaliation in any form toward anyone who in good faith reports safety concerns. Additionally, Manpower ensures the existence of sound safety practices and programs throughout all operational activities and procedures throughout the organization.

To make the workplace safe for you and your fellow Associates, it's your responsibility to:

- Notify your Manpower Representative of any requested changes in your job duties or if you're asked to operate equipment or perform a task for which you have not been trained.
- Understand the safe practices for your general work area and job duties.
- Comply with all safety guidelines and wear the required personal protective equipment.
- Wear clothes appropriate to the job duties you are required to perform. If you have questions about what to wear – or what not to wear – ask your Manpower Representative.
- Immediately report all unsafe working conditions to your onsite supervisor, as well as to your Manpower Representative.
- Operate only those machines, tools, or vehicles that your Manpower Representative has indicated are part of your assignment and for which you've received authorization and training.



If you are asked to perform an unsafe task, work on unsafe equipment, or operate equipment for which you've not received proper training, such as a forklift, do the following:

- Inform your supervisor that you must first contact your Manpower Representative and then contact Manpower immediately.
- If you're working during a time when you're unable to reach your Manpower Representative, inform your supervisor that you cannot perform those tasks without approval from Manpower. Contact your Manpower Representative as soon as possible.

If you receive a life threatening or other significant injury that requires immediate medical care, 911 should be called. If you receive a non-life-threatening injury, contact your supervisor, and call PC365 (refer to Injury Reporting section).

Reasonable Accommodation

Manpower will work with its clients to make reasonable accommodations for the physical and mental disabilities of otherwise qualified Associates unless the accommodation would impose an undue hardship.

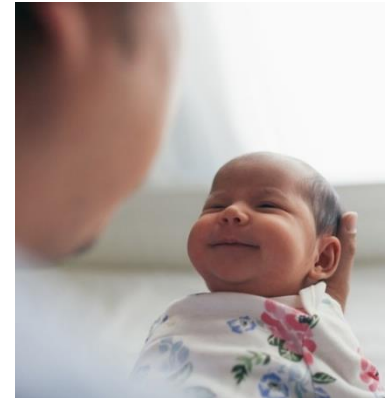
Because the need for an accommodation is often not apparent, it is your responsibility to make Manpower aware of your disability and to request an accommodation. Contact your local Manpower office or onsite Manpower Representative regarding any accommodation requests. You may be asked to provide medical evidence to support the need for such accommodation.

Family & Medical Leave Act

Manpower's Family and Medical Leave Act (FMLA) Policy complies with the Federal FMLA and applicable state laws. Where any applicable federal, state, or local law or regulation gives Associates greater rights than Manpower's policy, Manpower will comply with such law or regulation. Furthermore, any leave of absence taken under any applicable state or local law will run concurrently with FMLA leave to the fullest extent permitted by applicable law.

To be eligible for FMLA benefits, you must have worked for Manpower:

- For at least 12 months (need not be consecutive).
- A minimum of 1,250 hours during those previous 12 months.
- Based out of a Manpower location that has at least 50 employees working within a 75-mile radius.



An eligible Associate may be provided up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- The birth, adoption, or foster placement of a child.
- The care of a spouse, child or parent with a serious health condition.
- The care of oneself because of a serious health condition.
- Military family leave for a qualifying exigency while the Associate's spouse, son, daughter, or parent is on covered active-duty status (or has been notified of an impending call or order to covered active duty in a foreign country).

The 12-month period for leave as described above is calculated on a rolling 12-month period, which is measured looking backward from the date an Associate uses the FMLA time.

Eligibility Details

An eligible Associate who is the spouse, son, daughter, parent or next-of-kin of a current servicemember or veteran may be provided up to a total of 26 workweeks of unpaid leave in a single 12-month period for military caregiver leave to care for a covered servicemember with a serious illness or injury incurred in the line of duty, on active duty, or a veteran who was discharged or released under conditions other than dishonorable at any time in the five-year period prior to the date the Associate takes leave to care for the veteran undergoing medical treatment or recuperation for an injury incurred in the line of duty on active duty. The 12-month period for military caregiver leave begins on the first day the Associate takes military caregiver leave.

- An eligible Associate is entitled to a total of no more than 26 weeks of leave in a 12-month period for all types of FMLA leave described above.
- If both spouses are employed by Manpower and are eligible for FMLA leave, they are jointly entitled to a combined total of 12 work weeks for birth, adoption, or foster care placement of a child or for care of a parent with a serious health condition. If each spouse has used a portion of the 12-week entitlement for one of the above purposes, each is entitled to take the remainder of the 12-week period to care for a child or spouse with a serious health condition or for their own serious health condition. If both spouses are employed by Manpower and are eligible for FMLA leave, they are entitled to no more than a combined total of 26 weeks of leave during the relevant 12-month period to care for a servicemember with a serious injury, for the birth or placement of a child or to care for a parent with a serious health condition.
- In no event may they take more than a combined total of 12 weeks for the birth or placement of a child or to care for a parent with a serious health condition.
- Leave for childbirth, adoption or foster care must conclude within 12 months of birth or placement.

Manpower will maintain group health insurance coverage for an Associate on FMLA leave if the Associate was enrolled in the group health insurance plan prior to taking the FMLA leave of absence. Upon being approved for FMLA, you will be advised of the procedure for paying any required premiums. In some instances, Manpower may recover premiums paid to maintain health coverage for an Associate who fails to return to work from FMLA leave.

Use of FMLA will not result in the loss of any employment benefit earned or that you may have been entitled to before the FMLA leave. On your return, you will generally be reinstated to the same or equivalent position as required by law.

When seeking FMLA leave, you're required to provide the following to a Manpower Representative:

- Thirty-day advance notice of the need to take FMLA leave when the need is foreseeable.
- Notice of an unforeseeable leave as soon as practical after learning of the need for leave – generally within the usual and customary notice and procedural requirements for reporting absences.

To file a claim for FMLA, you should contact MetLife at (877) 638-8269 or report your claim online by visiting www.metlife.com/mybenefits.

You will need to provide the applicable certification form depending on the leave reasons below; these forms may be obtained from the MetLife website www.metlife.com/mybenefits and leave the signed photocopy with your medical provider(s).

- **Employee's Own Medical Condition:** Certification of Health Care Provider for Employee's Serious Health Condition.
- **Child Care Leave:** Proof of your child's birth or placement, such as a copy of the child's birth certificate or hospital discharge record (for a newborn) or a copy of the foster care or adoption placement record/certificate (for a child placed in your home through adoption or foster care).
- **Care for a Family Member:** Certification of Health Care Provider for Family Member's Serious Health Condition.
- **Servicemember Caregiver Leave:** Certification for Serious Injury or Illness of Current Servicemember or Veteran for Military Family Leave/Caregiver Leave.
- **Qualifying Exigency Leave:** Certification for Qualifying Exigency for Military Family Leave.

Medical certification must be provided to MetLife to support the need for leave due to a serious health condition affecting the Associate or an eligible family member. Periodic re-certification may also be required (if applicable and necessary).

Manpower takes its FMLA obligations very seriously and will not interfere, restrain, or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If you believe your FMLA rights have been violated in any way, immediately report the matter to your supervisor or to the Manpower Service Center.

**The FMLA reporting process may vary for franchise locations. Please contact your Manpower Representative for further instructions. **

Substance Abuse

Alcohol and drug abuse can cause health, safety, and security problems. Manpower expects all Associates to assist in maintaining a work environment free from the effects of alcohol, drugs, or other intoxicating substances. In addition, Associates are prohibited from reporting to work under the influence of drugs, alcohol, and/or other intoxicating substances.

Substance Abuse Policy

Manpower's Substance Abuse Policy prohibits the workplace distribution, sale, purchase, possession, or use of narcotics, drugs, alcohol, inappropriate use of prescription medication, or any illegal or controlled substance. Marijuana remains illegal as a matter of federal law, and the use and possession of marijuana and marijuana products on Manpower's premises, during work time, or while representing Manpower off premises, is prohibited. Manpower will reasonably accommodate Associates who use marijuana or marijuana products in accordance with the applicable state medical marijuana program to the extent required by law, but in no case may an Associate use or possess marijuana at work, during the workday, or come to work impaired.

Any Associate who is taking an over the counter or prescription drug while working shall notify his/her Manpower manager or onsite supervisor if applicable if the medication may affect or impair work performance or safety. Any Associate whose manager/supervisor has a reasonable suspicion that the Associate is in violation of this policy may be required to undergo a drug/alcohol test as permissible under state law.

If an Associate tests positive, termination will occur. Associate will be eligible for rehire after six months and after a negative drug test result or after proof of enrollment in OR successful completion of rehabilitation program and a negative drug test result.

Violations of this policy may result in termination of employment.

Reasonable Suspicion

If your manager/supervisor has a reasonable suspicion that you may be in violation of this policy, you may be required to undergo a drug/alcohol test as permissible under state law. Reasonable suspicion generally includes displaying two or more symptoms of being under the influence of drugs and/or alcohol. Violations of this policy may result in termination of employment.

Client Requirements

Certain Manpower clients, but not all, may require you to undergo alcohol and/or other drug screening as a pre-assignment and/or post-assignment condition and Manpower may elect to require such screening in accordance with applicable law. Testing methods may include urine, saliva, or hair analysis.

- For **pre-assignment** purposes, you may be requested to submit to screening. If you decline to submit to screening, Manpower may refuse to employ or to assign you to an assignment but will not result in termination from Manpower. However, any adulterated specimen will be viewed as a positive result and will be treated as such.
- For **post-assignment** purposes, you may be requested to submit to screening at no expense to you based upon reasonable suspicion or after an accident, or as part of a random or periodic drug testing program in accordance with state law. You may decline to submit to the screening; however, the Client may choose to end your assignment and termination from Manpower may occur. If you test positive for the illegal use of a drug or of alcohol, you will be terminated from employment with Manpower. Any adulterated specimen will be viewed as a positive result and will be treated as such. State law may allow for a denial, or a reduction of any worker's compensation benefits you may be otherwise entitled to if you test positive for alcohol and/or other drug use or refuse to be tested after a workplace accident.

Violence-Free Workplace

Manpower is strongly committed to providing a violence-free workplace and has adopted a zero-tolerance policy. Violence, threats of violence, or intimidation of Manpower Staff or Associates, vendors, or client employees will not be tolerated. Examples include, but are not limited to:

- Physical assault such as hitting or shoving an individual.
- Threatening harm to an individual or their family, friends, or associates.
- The intentional damage or destruction of, or threat of damage or destruction to property.
- Harassing or threatening communications (including verbal, written, or electronic).
- Harassing surveillance or stalking.
- The suggestion or intimation that violence is appropriate.
- Possession or use of firearms or weapons under any circumstances on Manpower or client property or elsewhere in connection with employment with Manpower will not be tolerated consistent with applicable state laws. Manpower prohibits weapons in the workplace. For more information about the weapons policy by state or if you have any questions, please contact your Manpower Representative.

Violations of this policy may result in termination of employment. If you experience an actual or perceived threat of physical violence including intimidation, harassment, or coercion, immediately report the incident to your manager/supervisor. In life-threatening or emergency situations, call your local police department or dial 911.

Solicitation / Distribution

This policy applies to solicitation and distribution in and on Manpower's and our clients' premises. This policy is deemed necessary because Manpower recognizes the need to restrict and control solicitations and the distribution of literature on its and our clients' premises for the purpose of avoiding disruption or loss of productivity, and to ensure that Manpower is providing excellent service to our clients.

Solicitation and distribution of literature by non-Associates on Manpower property is prohibited. Solicitation and distribution of literature and other materials by Manpower Associates on Manpower's or our clients' premises for any purpose is prohibited during work time. Distribution is also prohibited at all times in Manpower's or our clients' work areas. "Work time" is the time when the person doing the soliciting or distributing, or the person being solicited or receiving the distribution, is or should be working and does not include rest or meal breaks. "Work areas" do not include restrooms, break rooms or cafeterias.

This policy must be followed concurrently with any solicitation or distribution policies maintained by Manpower's clients, which may be more specific than this policy. Any violation of this or a Manpower clients' policy may result in discipline, up to and including termination of an assignment or employment with Manpower.

Wiretapping, Eavesdropping and Recording

Permitting Manpower Associates to record or otherwise eavesdrop on each other in the workplace risks damaging employee morale and other legitimate business interests of the Company and its clients. Workforce members are more likely to engage in candid discussions and productive exchanges of views in an environment in which they feel free from recording. Surreptitious audio and video surveillance also may violate reasonable expectations of privacy of Associates and others in the workplace at the Company or at a client. Furthermore, recording may put the Company's and clients' confidential business information at risk. For example, an Associate could capture client trade secrets on a smart phone that might later be lost or stolen, thereby potentially compromising those trade secrets.

Therefore, Associates are prohibited from recording audio or video material during working time and in work areas on Company or client premises without permission from the ManpowerGroup Legal Department. Additionally, Associates may not record or eavesdrop on work-related conversations without the consent of all participants in the conversation. This applies to conversations in any form, including electronic communications. For example, without consent, Associates may not listen in on work-related telephone calls, intercept instant messages, or auto-forward emails of other employees to themselves.

Associates do not have to participate in a conversation that is being recorded without their consent and can refuse to have a discussion with anyone who insists on such a recording. Associates should report recording that takes place without their consent to the Manpower Associate Service Center Line at (800) 416-9731. Please note that in some circumstances, for example call center Associates answering calls on recorded lines, recording may be a condition of employment.

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

Intellectual Property

Any and all discoveries, inventions (including but not limited to improvements or modifications) or literary or other works relating to the work you perform while on assignment or suggested by matters disclosed in conjunction with your assignment, whether or not patentable, copyrightable or otherwise subject to registration or protection which are made or conceived by you, solely or jointly with others, are works made for hire and shall be the property of Manpower or its designee. You must agree to provide Manpower or its designee with a complete written disclosure of each invention, discovery, literary or other work and further agree to sign necessary documents and give Manpower or its designee all other reasonable assistance necessary to perfect and maintain whatever rights Manpower or its designee deem appropriate, without charge to Manpower or its designee but without expense to yourself.

Use of Information Technology Resources

Because you may perform job tasks on laptops, desktops, network stations, mainframe, and/or other Information Technology (IT) resources that belong to Manpower or our clients, you must comply with the following rules around use of the IT resources.

Do not:

- Use Manpower's or our client's IT equipment for non-job-related activities during working time (the time you are expected to be working, which does not include rest, meal, or other authorized breaks).
- Use another person's user I.D., attempt to use a user I.D. for unauthorized purposes, or give your user I.D. or password to an unauthorized person.
- Add, change, delete, download, upload or copy software to or from any client equipment.
- Copy, distribute or use software or other information without first obtaining permission from the copyright owner.
- Modify the software configuration (e.g., add a screensaver).
- Connect, remove or insert technology components or equipment, including CDs, modems, memory or processor chips or cards, unless specifically authorized.
- Move equipment without explicit authorization from the client.
- Produce, store, display or transmit material that is or could be perceived as sexually explicit, suggestive, harassing, or vulgar.
- Use equipment for any activity that is malicious, threatening, intentionally false, obscene, maliciously offensive, or invades another's privacy.
- Send email to random recipients, email with executable software attached or email anything that contains or has attached any Confidential or Proprietary Information (defined below) belonging to either Manpower or our client.

Manpower and our clients reserve the right to access and monitor your use of their company property, including the use of company data networks, to determine compliance with their policies. **Your failure to comply with these policies may lead to disciplinary action, including termination of employment.**

Our clients may have additional and/or more comprehensive policies/procedures/guidelines related to your use of the client's IT equipment. Manpower expects you to familiarize yourself with those policies/procedures/guidelines and direct any questions you have to your Manpower Representative.

Manpower Privacy Notice for U.S. Residents

Manpower cares about the privacy of our Staff, Candidates, Associates, and Clients. This notice contains information about how we handle your personal information. We collect and process your personal information for the following purposes when necessary:

- To maintain our contractual or business relationship with you.
- For employment-related services where applicable.
- To tell you about the products and services we offer.
- To contact and correspond with you.
- For the management and defense of legal claims and actions, compliance with court orders and other legal obligations and regulatory requirements, and as otherwise permitted by law.

Manpower may disclose your personal information for these purposes to other Manpower entities, affiliates, suppliers, subcontractors who perform services on our behalf, clients if you are seeking employment, an acquiring organization if Manpower is involved in the sale or transfer of some or all of its business, and where we are otherwise required to do so, such as by court order. Manpower collects, processes, and discloses sensitive personal information, such as Social Security Numbers, only if required to comply with legal obligations, if there is a compelling business reason to do so, or with your consent.

If you would like more information about Manpower's privacy practices, contact your local Manpower office, visit our [website](#), email data.privacy@manpowergroup.com or write to us at:

ManpowerGroup
Attn: Data Privacy Project Manager
100 Manpower Place
Milwaukee, Wisconsin 53212-4030

Non-Disclosure of Confidential or Proprietary Information

During the course of your employment with Manpower and/or assignment with our Client, you may gain access to Confidential or Proprietary Information belonging to Manpower and/or our Client. It is your responsibility to keep Confidential or Proprietary Information confidential and not to disclose such Confidential or Proprietary Information to anyone except those persons expressly authorized to have access thereto. You shall not use or permit the use by others of Confidential or Proprietary Information for any purpose(s) other than to perform the work or services as may be directed in conjunction with your assignment.



- Confidential or Proprietary Information includes information and the compilation of information related to the operation of Manpower and/or our client that derives economic value, actual or potential, from not being generally known to or readily available or ascertainable by other persons or entities who can obtain economic value from its disclosure to or use by them. Examples of Confidential or Proprietary Information include promotional methods, techniques and methods of operations, trade secrets (as defined by applicable law), potentially patentable products and processes, financial records, profit, performance reports, processes, projections, business plans, customer information, customer lists, vendor information (including vendor contracts and costs), and personal information (social security number, protected health information, credit card numbers, driver's license numbers, mother's maiden name, complete date of birth, minor children's names) about any third party or other employee of Manpower or our Client to which you gain access through your employment with Manpower and/or assignment to our Client.
- If by virtue of your performance of your job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.
- Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Our clients may have additional and/or more comprehensive policies/procedures/guidelines related to their Confidential or Proprietary Information. Manpower expects you to familiarize yourself with those policies/procedures/guidelines and direct any questions you have to your Manpower Representative.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

ACKNOWLEDGEMENT AND RECEIPT

I acknowledge that I have received and read a copy of the Manpower Associate Handbook. I understand that the Handbook set forth the terms and conditions of my employment with Manpower as well as the duties, responsibilities, and obligations of employment with Manpower. I understand Manpower has provided me various alternative channels to raise concerns of violations of this handbook and company policies and encourages me to do so promptly so that Manpower may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Associate Handbook.

I acknowledge that, except where required otherwise by applicable state law, my employment with Manpower is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or Manpower. I further acknowledge that only the President or that person's authorized representative has the authority to enter into an agreement that alters the fact that my employment with Manpower is at-will. Any such agreement must be in writing and signed by the President or an authorized representative.

I further acknowledge that Manpower reserves the right to revise, delete and add to the provisions of the Associate Handbook, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the handbook or supplement. Furthermore, Manpower's policy of at-will employment can only be changed as stated in the prior paragraph.

I also understand that nothing in this Associate Handbook prohibits me from voluntarily reporting possible violations of law or regulation to any government agency, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board or any other state or federal regulatory authority, or making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations. Likewise, nothing in this Associate Handbook requires me to provide notice to or receive approval from Manpower before making any of the reports or disclosures described in this paragraph; but I understand that Manpower encourages me to do so. Finally, nothing in this Associate Handbook prohibits me from cooperating in an investigation conducted by any government agency, prohibits a disclosure allowed under the Defend Trade Secrets Act or limits my right to receive an award for information provided to any government agency.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I have read and understand the above statements.

Employee Signature

Print Name

EXAMPLE Consent Form

Use of Name, Photograph, Video, and Audio

Prior to using your name, photograph, video, or audio recording, a ManpowerGroup Representative will explain the purpose and obtain authorization using the below consent form.

1. I authorize ManpowerGroup and its subsidiaries and affiliates (collectively, the “Company”), and any person acting on the Company’s behalf, to do any of the following for the Company’s business purposes: (a) photograph me or record my image and/or voice, (b) use or publish photographs or videos or audio recordings of me, (c) use or publish my name and any statement that I made in connection with such photograph or video or audio recording, and (d) use or publish any written statement that I prepare for publication by the Company. The photographs, recordings, and statements (collectively “Materials”) may include, for example, “head shots,” video or audio testimonials or recordings, social media posts, or group photographs.
2. I understand that the Company’s business purposes include, but are not limited to, posting on internal and external Company web sites, creation of Company-sponsored publications and other internal and external marketing material and advertisements, creation of employee newsletters and client/customer newsletters, preparation of internal and external training materials, and preparation of annual reports.
3. I acknowledge that I am not a professional actor and am not generally known to the public.
4. I understand that all Materials are the Company’s property and that any photograph, video or audio recording, or written statement that I submit to the Company will not be returned.
5. I understand I will not be compensated for the Materials and that I am not entitled to any royalties related to the Company’s use or publication of the Materials. I also understand that the Company is not required to use any of the Materials.
6. I authorize the Company, or any person acting on its behalf, to edit, alter, copy, prepare derivative works, exhibit, publish or distribute the Materials for the purposes described above, and to do so, without my prior inspection or approval of the finished product, including written or electronic copy. I understand that I may revoke this Authorization, in writing, but the revocation will apply only to Materials created or received by the Company after its receipt of the written revocation.
7. I understand that this Authorization will remain effective throughout the course of my employment with the Company and after my employment relationship with the Company ends.
8. I understand that the Company is not responsible for any use or publication of the Materials not authorized by the Company. I hold the Company harmless from any loss, damage or injury resulting from any such unauthorized use or publication.
9. I am over 18 years of age and am competent to execute this Authorization in my own name. I have read this Authorization before signing below, and I fully understand the contents, meaning, and effect of this Authorization.

Type or print name: _____

Signature: _____

Date: _____

By “Accepting” below, you are (a) authorizing the Company to use your name, likeness and voice as described above, and (b) agreeing that “Accepting” is your electronic signature and to use an electronic signature to demonstrate your authorization. Your electronic signature is as legally binding as an ink signature.

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your employer **may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

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

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your employer **must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer **cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer **must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your employer **must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit [dol.gov/fmla](https://www.dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

