

### IMPORTANT INFORMATION ABOUT THIS HANDBOOK

**Covered Employees.** This Flexible Employee Handbook of Spherion Staffing, LLC, ("Spherion" or "the Company") applies to external, billable employees ("Flexible Employee"). It does not apply to internal, associate employees of Spherion ("Colleagues").

No Employment Contract. THIS FLEXIBLE EMPLOYEE HANDBOOK IS NOT AN EMPLOYMENT CONTRACT AND ONLY STATES THE POLICIES IN EFFECT ON THE DATE OF ITS PUBLICATION. NOTHING CONTAINED IN THIS FLEXIBLE EMPLOYEE HANDBOOK IS INTENDED TO EXPRESS OR IMPLY ANY CONTRACTUAL OBLIGATION BY THE COMPANY TO CONTINUE THE EMPLOYMENT RELATIONSHIP OR TO FOLLOW ANY STATED PROCEDURE OR POLICY WITH RESPECT TO YOUR EMPLOYMENT. It should be used as a reference whenever you have questions about your employment with the Company. Although not exhaustive, it does contain most of what you may want to know about working for the Company. With the exception of the at-will employment policy, the policies described in this Flexible Employee Handbook may be modified or discontinued at the sole discretion of the Company, with or without cause or notice, at any time.

**At-Will Employment.** We hope that your employment with the Company will be mutually beneficial. You should know, however, that your employment is at-will and not for any prescribed term, meaning that either you or the Company may terminate the employment relationship, with or without cause, at any time, with or without prior notice, for any reason (except those reasons prohibited by law). No representative of the Company, other than the Chief Executive Officer, a Group President or the Chief Human Resources Officer, has the authority to enter into any agreement for a specified period of time or to make any agreement contrary to the foregoing. Any such agreement must be by a written agreement, and signed by you and one of the individuals noted above. Accordingly, you should not view any documentation you may receive regarding the anticipated duration of a client assignment as a guarantee of employment for that period. As an at-will employee, the Company may modify your job title, compensation, duties, location of work, hours, schedules and other terms/conditions of employment at any time and at its sole discretion.

**Version Control.** To the extent inconsistent, this Flexible Employee Handbook replaces any previous manual, handbook, understanding, practice, representation or policy concerning the subject matters in this Flexible Employee Handbook. If you use a printed copy rather than an electronic version, please confirm that your copy is the latest version. An updated copy of the Flexible Employee Handbook is available online via <a href="Spherion NetWORK Self Service">Spherion NetWORK Self Service</a> <a href="Dortal">portal</a>

**Conflicts with Applicable Law.** Since the Company operates in multiple states, state or local laws may require certain policies to differ from those listed in this Flexible Employee Handbook. If there is a conflict between a policy in this Flexible Employee Handbook and applicable law, then the applicable law generally will govern. However, if a conflict exists and the policy exceeds the requirements of the applicable law and provides a more favorable and/or generous result to the Flexible Employee than the applicable law, the policy generally will govern to the extent permitted by law.

**Concerted Activity.** Nothing in this Flexible Employee Handbook should be construed to interfere with, restrain, or prevent employee communications regarding wages, benefits, hours, or other terms and conditions of employment. The Company's Flexible Employees have the right to engage in or refrain from all such activities.

**Questions.** Please contact your Company Representative or Employee Relations if you have any questions about the policies described in this Flexible Employee Handbook or any concerns related to your employment.



# © 2021 Spherion North America, Inc.

# **Table of Contents**

IMPORTANT INFORMATION ABOUT THIS HANDBOOK				
SECTION 1: OVERVIEW				
1.1	YOUR EMPLOYMENT WITH THE COMPANY	6		
1.2	WE'RE HERE FOR YOU	6		
SECT	ION 2: GENERAL INFORMATION	7		
2.1	OUR MISSION AND CORE VALUES	7		
2.2	THE COMPANY'S BUSINESS PRINCIPLES	8		
2.3	MISCONDUCT REPORTING PROCEDURE	9		
2.4	OPEN DOOR POLICY	9		
2.5	EMPLOYEE INFORMATION	10		
SECT	ION 3: EQUAL EMPLOYMENT OPPORTUNITY	10		
3.1	COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY	11		
3.2	WORKPLACE HARASSMENT	11		
3.3	REASONABLE ACCOMMODATION	11		
3.4	PROTECTION AGAINST RETALIATION	12		
3.5	COMPLAINT AND INVESTIGATION PROCEDURES	12		
3.6	AFFIRMATIVE ACTION PROGRAM	13		
SECTION 4: COMPENSATION AND WORKING HOURS				
4.1	METHODS OF PAYMENT AND PAYDAY	13		
4.2	PAY ERRORS	13		
4.3	OVERTIME AND EXEMPTION FROM OVERTIME	14		
4.4	MEAL AND REST PERIODS	14		
4.5	TIME ENTRY REQUIREMENTS AND RESPONSIBILITIES	14		
4.6	TIME REPORTING PROCEDURES	15		
SECT	ION 5: PERFORMANCE MANAGEMENT AND EMPLOYEE CONDUCT	16		
5.1	PERFORMANCE MANAGEMENT	16		
5.2	RULES OF CONDUCT	16		



5.3	ABUSIVE CONDUCT AND ANTI-BULLYING POLICY	17
5.4	ATTENDANCE	18
5.5	BUSINESS APPROPRIATE DRESS	19
5.6	SOLICITATION AND DISTRIBUTION	19
5.7	MEDIA AND SOCIAL NETWORKING POLICIES	19
SECT	TION 6: SAFETY AND WORK SITES	20
6.1	OCCUPATIONAL SAFETY AND HEALTH	20
6.2	SAFETY AND SECURITY CONSIDERATIONS	21
6.3	VIOLENCE-FREE WORKPLACE	21
6.4	DRUG AND ALCOHOL POLICY	21
SECT	TION 7: ADDITIONAL POLICIES	26
7.1	BACKGROUND CHECKS	26
7.2	EMPLOYMENT OF MINORS	27
7.3	SUPPORT OF NURSING MOTHERS	27
SECT	TION 8: LEAVES OF ABSENCE	27
8.1	FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY AND PROCEDURES	28
8.2	DISABILITY COVERAGE	34
8.3	MILITARY LEAVE	35
8.4	REASONABLE ACCOMMODATIONS FOLLOWING LEAVE & ADDITIONAL AMERICANS WITH DISABILITIES ACCONSIDERATIONS	
8.5	JURY AND WITNESS DUTY LEAVE	40
8.6	BEREAVEMENT LEAVE	41
8.7	OTHER LEAVE REQUESTS	41
SECT	TION 9: PROPERTY/RESOURCES	41
9.1	COMPANY/CLIENT PROPERTY	41
9.2	COMPANY/CLIENT RESOURCES	42
9.3	NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION	43
9.4	RETURN OF PROPERTY UPON TERMINATION OR REQUEST	43
9.5	PERSONAL DEVICES AND PROPERTY	43
SECT	TION 10: TERMINATION OF ASSIGNMENT OR EMPLOYMENT	44
10.1	UNEMPLOYMENT ELIGIBILITY	44



10.2 BENEFIT CONTINUATION UPON TERMINATION	44
10.3 REHIRE	44
10.4 EMPLOYMENT VERIFICATION AND REFERENCES	45
SECTION 11: KEY CONTACTS	45
Addenda	47
EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT	47
CALIFORNIA HANDBOOK ADDENDUM	48
COLORADO HANDBOOK ADDENDUM	55
HAWAII HANDBOOK ADDENDUM	57
ILLINOIS HANDBOOK ADDENDUM	58
IOWA HANDBOOK ADDENDUM	60
MASSACHUSETTS HANDBOOK ADDENDUM	61
MINNESOTA HANDBOOK ADDENDUM	62
MONTANA HANDBOOK ADDENDUM	63
NEW YORK HANDBOOK ADDENDUM	64
<ul> <li>A Flexible Employee's mental or physical illness, injury, or health condition, regardle whether such illness, injury, or health condition has been diagnosed or requires medical the time the Flexible Employee requests such leave; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for prevent medical care;</li> </ul>	care at tive
<ul> <li>Care of a covered family member who needs medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition, regardless of whether such illness or health condition has been diagnosed or requires medical care at the time the Flexible Employee requests such leave; or who needs preventive medical care;</li> </ul>	, injury,
<ul> <li>Closure of the Flexible Employee's place of business by order of a public official due public health emergency or such Flexible Employee's need to care for a child whose scho childcare provider has been closed by order of a public official due to a public health emergency;</li> </ul>	ool or
<ul> <li>Absence from work due to any of the following reasons when the Flexible Employee</li> </ul>	e or a

covered family member has been the victim of domestic violence, a family offense matter, sexual offense, stalking, or human trafficking: (i) to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program; (ii) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Flexible Employee or Flexible Employee's family members; (iii) to meet with a civil attorney

or other social service provider to obtain information and advice on, and prepare for or





#### **SECTION 1: OVERVIEW**

#### 1.1 YOUR EMPLOYMENT WITH THE COMPANY

**Welcome.** Your decision to join the Company's team of Flexible Employees just might be the smartest of your career. Why? Because the Company does more than any other work-solutions company to get to know — really know — our Flexible Employees and clients. We ask questions, we listen and we do everything we can to understand your skills and your work needs. It's who we are. And we'll work hard to put you to work and keep you working in jobs that meet your career goals and increase your value in the market.

Your success is our success, so we strive to find you the rewarding career opportunities you deserve, with the best possible salary and exceptional benefits. We know that in return, you'll deliver the quality performance, enthusiasm and integrity our clients expect. Our business is matching smart people with great jobs, and we are committed to using innovative technologies and our passion for people to provide you with the best experience possible.

Please read this Handbook thoroughly, keep it and refer to it often as a handy reference. The Handbook is also accessible on <a href="Spherion NetWORK">Spherion NetWORK</a> the Spherion employee self-service portal. (Click the following link for an instructional video in <a href="English">English</a> or <a href="Spanish">Spanish</a>)

#### 1.2 WE'RE HERE FOR YOU

Remember, the Company is your employer. You should always discuss challenges or concerns with your Company representative. In the event that your Company representative is not available or you feel you need another resource, you are encouraged to contact your representative's manager directly.

Get in touch with us immediately and at any time if you have questions or updates for us about the following issues.

**Planned And Unplanned Absences.** You should refer to Section 5.4 and Section 8 of this Handbook for the Company's Attendance Policy and Leaves of Absence Policy.

**Changes In Your Employment Status or Needs.** Contact your Company Representative, his/her manager or Employee Relations if there are any changes regarding your assignment or your employment status. Please refer to Section 2.4 of the Handbook for the Company's Open Door Policy.

- Your current client assignment may be ending or is scheduled to end within the next week;
- Your employment status or needs change, or you need a change to your work schedule;
- You are offered a full-time position by your assigned client;
- You acquire new skills or complete training classes that may allow us to find more opportunities to put you to work:
- You have questions about your role as a Company Flexible Employee;
- Your skills don't match the assignment, the assignment doesn't match your expectations, or you are asked to do something different than we described as your original assignment.

Assignment Details And Expectations. You should not work more than 40 hours in a week without authorization from both the Company and the client. All overtime worked will be paid in accordance with applicable state or federal law. If you are asked to work overtime or stay longer than you were originally scheduled, you should contact your Company representative. Please refer to Section 4.3 of this Handbook for the Company's Overtime and Exempt from Overtime Policy.



**Safety.** Contact your Company representative if you are injured on the job or the working conditions are unsafe. You should refer to Section 6 of this Handbook for the Company's Safety and Worksite Policy.

**Your Employment Rights.** Contact your Company representative if you experience or witness discrimination, harassment or retaliation by a co-worker, supervisor, manager or other individual at the workplace. Please also notify your Company representative if you require an accommodation with respect to any aspect of your employment and/or the Company's hiring process. You should refer to Section 3 of this Handbook for the Company's Equal Employment Opportunity Policy.

Misconduct Reporting. For concerns that cannot be resolved by your local branch, you may contact the Company's HR Support Center. Flexible Employees may contact HR Support via the link available on Spherion NetWORK, via email (<u>callcenter@spherion.com</u>) or by phone (1-888-218-4417). Your concerns will be investigated promptly and resolved accordingly. If you have a concern about misconduct such as fraud, theft, corruption, bribery or antitrust issues, you may use the Company's Global Integrity Line at 1-866-250-6706, access code 57728, to submit the concern. Please refer to Section 2.3 of this Handbook for the Company's Misconduct Reporting Procedure.

### **SECTION 2: GENERAL INFORMATION**

#### 2.1 OUR VISION AND VALUES

**Who we are.** We're Spherion—a staffing and recruiting pioneer that's been driving careers and helping businesses grow for over 75 years. Our 150+ offices are locally owned and operated by empowered entrepreneurs who care deeply about the communities they serve and bring a wealth of nuanced local knowledge to our candidates, colleagues, and clients. We're also part of the world's largest HR company, adding global strength and perspective to our local expertise. We help put over 150,000 people to work each day in almost every industry. That's a privilege we take very seriously.

Our vision. To drive careers, grow businesses, and better the communities we call home.

**Our core values.** The Company is known for continuing to adhere to and live by a set of core values:

**We are local.** We run local businesses that impact the diverse places we call home. Our

placements enrich the lives of our candidates and strengthen the businesses in our communities. Our stories and experiences reflect those we serve every day—

and when we're successful together, our investments flow back into the neighborhoods where we live and work. The power of Spherion is in our local

roots.

We are resourceful.

We run local businesses that impact the diverse places we call home. Our placements enrich the lives of our candidates and strengthen the businesses in our communities. Our stories and experiences reflect those we serve every day—and when we're successful together, our investments flow back into the

neighborhoods where we live and work. The power of Spherion is in our local

roots.

We are engaged.

We have a true interest in you and your success. We are empathetic and considerate of your needs as we work on your behalf. This starts by building



genuine relationships, where we understand your needs at a deep level, and we have candid and, sometimes, tough, conversations. This is how we work together to achieve the results you want for your career and your business.

We are insightful.

We look past job descriptions and resumes to see what's really there. We marry this intuition with a nuanced knowledge of local markets, deep understanding of industry trends, and decades of expertise to make placements that make a difference. When we go beyond the paper, we become the guiding partner our clients, candidates, and colleagues deserve.

We are invested.

As franchise owners, our passion and commitment to our businesses and the communities we serve attract colleagues whose care and dedication mirror our own. Our diverse owner community takes the time to support each other because we understand that careers and the success of businesses are at stake. Year after year, we're here to stay.

The values we share serve as a compass for everyone at the Company, guiding our behavior and representing the foundation of our culture. Our continuing success, our ability to achieve our mission, and our reputation for integrity, service and professionalism are based on them.

#### 2.2 THE COMPANY'S BUSINESS PRINCIPLES

The Company recognizes the need to always act with integrity and to respect human rights. Our Business Principles are organized around and are supportive of our core values; they guide us to do what is right.

- 1. We know and comply with the laws that govern our business, international human rights principles and the Company's internal policies and procedures.
- 2. We know and comply with competition and antitrust laws.
- 3. We know and comply with the laws on insider trading and market abuse of the Company's shares or securities.
- 4. We ensure that our records (including those containing personal information) are created, used, stored and destroyed in accordance with the law.
- 5. We conduct business in a fair and ethical manner and avoid any situation that could create a conflict of interest, or the appearance of conflict, between the interests of the Company and our private interests.
- 6. We do not offer, pay or accept bribes that could create undue influence or the appearance of undue influence.
- 7. We decline gifts or hospitality that could create undue influence or the appearance of undue influence.
- 8. We treat others fairly, act with care and consideration and respect human rights. We do not tolerate intimidation or harassment in any form.
- 9. We respect the right to privacy, ensure that confidential information is kept confidential and do not abuse the confidential information of others.
- 10. We do not misuse Company property for personal purposes.
- 11. We value diversity and do not discriminate on grounds of age, color, disability, gender identity, sex, marital status, national origin, ancestry, race, religion, sexual orientation or any other protected status.
- 12. We do not engage with anybody that is connected with terrorism.
- 13. We do not make contributions to candidates for public or private office, to political parties or other political interests.
- 14. We regard health and safety in our business, including for our corporate and temporary workers, as the utmost priority.



- 15. We maintain and provide full, fair, timely, accurate and understandable contracts, records and financial information.
- 16. We take into account and seek to minimize the environmental impact of our business.

The Company is a signatory of the United Nations Global Compact and respects and supports its ten principles with respect to human rights, labor, environment and anti-corruption. The principles regarding labor are those outlined in the ILO Declaration on Fundamental Principles and Rights at Work: freedom of association and the right to collective bargaining, elimination of all forms of forced or compulsory labor, effective abolition of child labor, and elimination of discrimination in respect of employment and occupation. We are committed to make the Global Compact principles part of the strategy, culture and day-to-day operations of the Company so the ten principles are regarded as part of our Business Principles. A full copy of Spherion's Human Rights Policy can be found on the Spherion Flexible Employee self-service portal, Spherion NetWORK.

#### 2.3 MISCONDUCT REPORTING PROCEDURE

In the event of a breach of the Business Principles, or other misconduct or wrongdoing, Flexible Employees should first raise concerns with their Company Representative or Employee Relations (1-888-218-4417 or Callcenter@spherion.com). This is the preferred method and usually the fastest and best way to address concerns. If this method is likely to be inappropriate or ineffective, the Company's Misconduct Reporting Procedure should be used. There will be no retaliation against any Flexible Employee filing a good faith complaint. However, submitting a report does not automatically protect complainants who have participated in the reported misconduct from disciplinary action. Further, any Flexible Employee who makes a knowingly false report will be subject to disciplinary action, up to and including termination.

Reports will be investigated promptly and any person under investigation will have the right to respond to the allegations. Corrective action will be taken where required to resolve issues satisfactorily. Although reports under the Misconduct Reporting Procedure can be submitted anonymously, if the complainant reveals his/her identity this greatly facilitates the investigation of the report. Flexible Employees are expected to fully cooperate with any investigation into alleged misconduct.

Reports may be submitted via a free telephone hotline or secure web page, accessible 24 hours every day and operated by an independent external provider, at:

Integrity Line: (866) 250-6706

Web page: <a href="https://www.speakupfeedback.eu/web/spherion/us">https://www.speakupfeedback.eu/web/spherion/us</a>

Access code: 57728 (needed for both phone and web)

#### 2.4 OPEN DOOR POLICY

The Company is committed to addressing your concerns. The Company has an "open door policy," which means that you are encouraged to discuss any work-related problems or issues with your Company Representative or his/her manager. If you have concerns about wrongdoing, you should direct those to your Company Representative, his/her manager, or Employee Relations (1-888-218-4417 or <u>Callcenter@spherion.com</u>). If you have a concern about wrongdoing that you do not believe can be addressed by your Company Representative, his/her manager, or Employee Relations, you should utilize the Misconduct Reporting Procedure (Subsection 2.3). You may rest assured that you will not be penalized or retaliated against for using this open door policy.



While you should look to the Company's client for supervision and instruction with respect to day-to-day duties during the assignment, you always should keep in mind that the Company is your employer. The Company is responsible for hiring, assigning, reassigning, evaluating, disciplining, counseling and terminating you, and paying your wages. Any issues, concerns or complaints that you have with respect to your employment should be raised with the Company. You should only raise employment-related issues directly with the client in case of immediate risk of harm to person or property. In the event of such circumstances, you must also report the matter to the Company as soon as possible.

Contact your Company Representative, his/her manager or Employee Relations concerning any developments, issues, concerns or complaints with respect to your employment, including:

- 1. You experience a problem on the assignment or with your client manager;
- 2. You experience or witness discrimination, retaliation or harassment;
- 3. You require an accommodation or wish to request a leave of absence;
- 4. Your skills do not match the skills required for the assignment;
- 5. You are injured on the job or you believe the working conditions are unsafe;
- 6. The assignment does not meet your expectations;
- 7. Your actual job duties are different than the duties described to you by the Company or the client;
- 8. You are classified as exempt, but believe that you are not performing exempt duties or otherwise are entitled to receive overtime;
- 9. You are classified as non-exempt and your client manager asks you to work overtime;
- 10. Your client manager (or anyone) discourages you from recording all hours actually worked;
- 11. Your client manager (or anyone) discourages you from taking meal or rest breaks to which you may be entitled;
- 12. You are unable to report to your assignment on time, for a particular day/shift, or otherwise as scheduled;
- 13. You need to modify your work schedule;
- 14. Your current assignment may be extended for longer than originally anticipated to last;
- 15. Your current assignment may be ending within the next month;
- 16. You are offered employment with the client;
- 17. You are available for work;
- 18. You acquire new skills or complete additional education or training, thereby enabling us to match you with more potential opportunities; or
- 19. You wish to refer a candidate or client to the Company.

### 2.5 EMPLOYEE INFORMATION

You are responsible for ensuring that the Company has the most up-to-date contact and personal information for you. Notify the Company immediately of any changes to your residential address, telephone number, email address, and emergency contact information. Failure to provide this information could cause you to experience significant delays in receiving important employment-related information.

### SECTION 3: EQUAL EMPLOYMENT OPPORTUNITY

The Company firmly believes that individuals have the right to be treated fairly and with respect. We actively promote good internal and external business relationships and understand that our success is directly linked to the diverse backgrounds, skills and experiences of our employees. The Company employees are required to conduct their business



affairs in a manner that is free from discrimination, harassment, retaliation and any other unlawful employment practices. Any such unlawful employment practices will not be tolerated. All reports of such practices will be treated seriously, and investigated promptly and impartially. A Vice President of Human Resources has been designated as the equal employment opportunity compliance coordinator.

### 3.1 COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to equal employment opportunity and prohibits discrimination on the basis of any status protected by applicable law. All personnel actions and all terms, conditions and privileges of employment, including, but not limited to, recruitment, hiring, job assignments, transfers, promotions, compensation, benefits, layoffs, returns from layoffs, terminations, and access to training, shall be made without regard to race, color, religion, ancestry, national origin, age, sex (including pregnancy), sexual orientation, gender identity, marital status, disability, veteran status, service in the uniformed services, citizenship status, genetic information or any other status protected by applicable federal, state or local law.

### 3.2 WORKPLACE HARASSMENT

The Company is committed to providing a work environment free of unlawful harassment. Verbal or physical conduct unlawfully directed at an applicant or Flexible Employee because of his/her race, color, religion, ancestry, national origin, age, sex (including pregnancy), sexual orientation, gender identity, marital status, disability, veteran status, service in the uniformed services, citizenship status, genetic information or any other status protected by applicable law, or because he/she engaged in any legally protected activity, is strictly prohibited and will not be tolerated by the Company. Such harassment (1) creates an intimidating, hostile or offensive working environment; (2) unreasonably interferes with work performance or advancement opportunities; and/or (3) otherwise adversely affects an individual's employment opportunities. Harassment may take many forms, including, but not limited to, epithets, abusive language, comments, slurs, jokes, displays, innuendos, cartoons, pranks or physical advances. This prohibition of unlawful harassment covers conduct in any workplace context including conferences, work-related activities/social events, and work-related trips as well as harassment from managers, co-workers and non-employees with whom Flexible Employees have a business relationship, including, but not limited to, vendors, clients and client employees.

**Sexual Harassment.** Sexual harassment refers to sexual behavior that is not welcome and is offensive. Such behavior is strictly prohibited and will not be tolerated. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct that is based on an individual's sex or is of a sexual nature constitutes sexual harassment when any of the following occur or are present:

- 1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- 2. Submission to or rejection of such conduct is used as the basis for employment decisions; and/or
- 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or performance or creating an intimidating, hostile or offensive working environment.

Because our Flexible Employees typically work at client sites and the Company is unable to know or control many aspects of client work environments, it is imperative that you report to your Company Representative, his/her manager, or Employee Relations (1-888-218-4417 or <u>Callcenter@spherion.com</u>) any discrimination, harassment or retaliation you may witness or experience.

#### 3.3 REASONABLE ACCOMMODATION

The Company is committed to providing equal employment opportunities to qualified individuals with disabilities and, once made aware of their disabilities, will make reasonable accommodations to enable qualified disabled applicants and



Flexible Employees to perform the essential functions of the job, provided that the accommodations do not cause undue hardship to the Company's business. Likewise, the Company is committed to providing equal employment opportunities to all individuals regardless of their religious beliefs and practices or lack thereof. The Company will provide reasonable accommodations of an applicant or Flexible Employee's sincerely held religious beliefs if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Company. Flexible Employees who believe they need an accommodation should contact their Company Representative or Employee Relations (1-888-218-4417 or Callcenter@spherion.com).

#### 3.4 PROTECTION AGAINST RETALIATION

The Company will not tolerate retaliation against any person who makes a complaint, opposes a practice, provides information, cooperates in an investigation, or participates in a proceeding concerning an actual violation (or a reasonably held belief of a violation) of federal, state or local laws, including, but not limited to, anti-discrimination, anti-harassment, workplace health and safety, wage and hour, employee benefits, leave of absence (including sick leave), anti-trust, anti-bribery, privacy, securities laws, the Patient Protection and Affordable Care Act and other applicable laws. No retaliation is tolerated even when the alleged violation ultimately is determined to be unfounded.

The Company also will not tolerate retaliation against any person who requests an accommodation of a disability or religious belief, or exercises, or seeks to exercise, any rights or protections to which they are entitled by applicable federal, state or local laws.

The Defend Trade Secrets Act, 18 U.S.C. § 1833(b), provides an immunity for the disclosure of a trade secret to report suspected violations of law and/or in an anti-retaliation lawsuit as follows:

IMMUNITY. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (1) is made (a) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

### 3.5 COMPLAINT AND INVESTIGATION PROCEDURES

Reporting of Complaints. The Company encourages and expects Flexible Employees to report incidents of discrimination, harassment or retaliation whether they are directly involved or are a witness. Any Flexible Employee who believes that (i) he or she is being subjected to discrimination, harassment or retaliation by a co-worker, supervisor, manager or other individual at the workplace; (ii) his or her employment is being adversely affected by such conduct; or (iii) believes that he or she has witnessed such conduct, should immediately report such concerns to his or her Company Representative or Employee Relations (1-888-218-4417 or <a href="Callcenter@spherion.com">Callcenter@spherion.com</a>). If you have concerns about wrongdoing that you do not believe can be addressed by your Company Representative, his/her manager, or Employee Relations, you should utilize the Company's Misconduct Reporting Procedure (Subsection 2.3).

**Investigation**. After a complaint of discrimination, harassment or retaliation is received, a prompt and impartial investigation will be conducted and, in the event the complaint is found to have merit, appropriate corrective steps will



be taken which may include disciplinary action up to and including discharge of any Company employee engaged in such wrongdoing. Our investigative procedures may also involve the HR Representatives, managers and employees of a client or other third parties (such as vendors) when the complaint involves anyone who is not employed by the Company. All complaints will be handled in a discreet manner and information will be limited to those personnel with a need to know.

**Expectations of Individuals Involved in or Witnesses to an Incident**. The person complaining, the respondent, managers, and any other individual who is a witness to, or hears about, an incident are expected to cooperate in the investigation of the matter, including acting in good faith to provide any and all information as requested that would aid in the investigation.

#### 3.6 AFFIRMATIVE ACTION PROGRAM

The Company maintains an affirmative action program, which is available for review. To request such a review, write to the Human Resources Department at One Overton Park, 3625 Cumberland Boulevard, Suite 600, Atlanta, GA 30339.

#### SECTION 4: COMPENSATION AND WORKING HOURS

#### 4.1 METHODS OF PAYMENT AND PAYDAY

You have the options of having wage payments directly deposited into a bank account (checking, savings or other account) or through a bank-sponsored payroll distribution program (referred to as a pay card). You can arrange for either option through the Company's Payroll Department. If your state allows or requires other methods to be made available, such as a paper check, Payroll will make any other such method available to you.

Direct payroll deposit (electronic funds transfer) is the Company's preferred method for issuing your pay. All Flexible Employees are encouraged to take advantage of this convenient and efficient service. It enables the Company to automatically deposit your pay into one or more financial institutions of your choice each payday. To use this service, you must complete a Direct Deposit Authorization Form and submit it to the Payroll Department. Direct deposit will begin the next pay period after the set-up process has been completed.

Alternatively, the Company offers you the option of receiving your pay on a pay card. If you select this option, your net pay is automatically deposited onto the pay card each payday. This pre-paid Visa card can be used to obtain cash at ATMs or at a teller window at any bank that accepts Visa, or can be used as a Visa debit card to make purchases. There is no credit approval required to obtain this card.

**Payroll Distribution.** Payroll is issued on Friday, one week after the end of the pay period. If the payday falls on a holiday, then the payroll check will be distributed the day prior to the holiday.

#### 4.2 PAY ERRORS

Every effort is made to avoid errors in your paycheck. You should carefully review all paychecks and/or earnings statements to identify any discrepancies in payment. If you believe an error has been made, including that you have been overpaid or underpaid, that unauthorized or inaccurate deductions have been taken from your pay, or that your pay does not accurately reflect all hours worked, contact your Company Representative or call the HELP Line at (866) 435-7456. Necessary steps will be taken to promptly investigate your concerns and make any corrections to errors that are determined to have been made, including by reimbursing you for any underpayments, improper deductions or other



errors. Flexible Employees will not be retaliated against for utilizing this procedure or otherwise seeking to obtain amounts to which they believe they are entitled.

### 4.3 OVERTIME AND EXEMPTION FROM OVERTIME

All overtime hours for non-exempt Flexible Employees must be approved in advance. Except for extenuating circumstances where unplanned overtime is necessary to address a client emergency, you must obtain your Company Representative and client manager's approval before working any overtime hours. Even in such extenuating circumstances, you must immediately (i.e. the same day) notify your Company Representative of any overtime hours that you worked and the specific reason for doing so. Regardless of whether any overtime hours were approved in advance by your client manager or Company Representative, you will be paid for <u>ALL</u> hours, including overtime hours that you work. Accordingly, it is imperative that you accurately report overtime hours on your time sheet even if the overtime was not approved in advance. However, repeated or egregious failure(s) to comply with the requirement to get prior approval for overtime hours will subject a Flexible Employee to disciplinary action, up to and including termination.

Overtime premium compensation (usually one and a half times the Flexible Employee's regular hourly rate of pay) is paid to all non-exempt Flexible Employees working overtime in accordance with federal and applicable state laws. The overtime premium pay is based on actual hours worked. As such, time away from work (whether paid or unpaid) due to sickness, vacation, holiday, or any leave of absence will not be considered as hours worked for purposes of calculating overtime premium pay.

Flexible Employees who are classified as exempt do not receive overtime premium compensation. If you are classified as exempt, but believe that you are not performing exempt duties or otherwise are entitled to receive overtime, you must notify your Company Representative or Employee Relations immediately (1-888-218-4417 or <a href="Callcenter@spherion.com">Callcenter@spherion.com</a>). Your Company Representative or Employee Relations will promptly review your actual duties with you and your client manager as well as the method by which your wages are paid and determine whether your classification remains correct. The Company is committed to ensuring that all Flexible Employees are properly classified under applicable wage and hour laws. The Company will not tolerate any retaliation against you for raising your concerns about overtime eligibility with the Company.

# 4.4 MEAL AND REST PERIODS

Meal and rest periods are provided in accordance with applicable state and local laws. Your client manager will inform you of the time and length of your breaks. If any client manager requires you to perform work during a meal or rest period or instructs you to falsify any time record concerning your meal periods, you must contact your Company Representative or Employee Relations (1-888-218-4417 or <a href="mailto:callcenter@spherion.com">callcenter@spherion.com</a>) immediately. Likewise, if you believe you are not receiving the appropriate amount of time for meal or rest periods, you must contact your Company Representative or Employee Relations immediately.

# 4.5 TIME ENTRY REQUIREMENTS AND RESPONSIBILITIES

It is the Company's policy to maintain accurate time records and pay Flexible Employees in accordance with all applicable laws. Non-exempt Flexible Employees will be paid for all time actually worked.

Accurate Record of Time Actually Worked. Accurate time records are required by law and are necessary to ensure the correct payment of wages to Flexible Employees. Accordingly, non-exempt Flexible Employees must record all time actually worked, even if you worked overtime without prior approval or time that differs from your normal work schedule. For example, if you are scheduled to work from 9 a.m. to 5 p.m., but you actually worked from 8:50 a.m.



until 5:20 p.m., you must record the time you actually worked rather than your scheduled hours. When paying your wages, the Company will rely upon the time record you provide and presume that you have complied with this Policy when recording your time.

**Time Entry Requirements.** All time spent performing work or engaging in work-related activities must be recorded. Regardless of the timekeeping system or method used, Flexible Employees paid hourly must record:

- The times you begin and end working each day
- The times you begin and end any meal period
- The total amount of time worked each day
- The total amount of time worked each week
- Any absences during the week

Falsification of Time Records. The Company will not tolerate any falsification of time records, including:

- Over-reporting time (i.e. reporting more time than the time actually worked)\*
- Under-reporting time (i.e. reporting less time than the time actually worked)
- Working "off-the clock" (i.e. working but not reporting time)
- Tampering with the Company's time clock or other timekeeping system
- Tampering with other Flexible Employees time records (including clocking in or out for other Flexible Employees)
- Encouraging or coercing other Flexible Employees to misrepresent time worked

\*At some work sites, the Company may have a written policy allowing Company Flexible Employees to regularly clock in minutes prior to a scheduled shift, but restricting a Flexible Employee from actually beginning work until the scheduled shift start time. If you work at such a site and have received that written policy, you may follow that policy without violating the prohibition in this Policy on over-reporting time.

**Reporting Errors or Violations of this Policy.** You must notify your Company Representative immediately if a timekeeping system is not functioning properly. In such case, manually record and submit your time until the problem is corrected. Do not sign and/or submit a time record unless you are sure that it is accurate and complete. However, if you believe that a correction to your time record is necessary, you must promptly notify your Company Representative. Steps will be taken to investigate any reported error and make any necessary correction.

No client, manager or Company Representative has the authority to require, permit, or ask any Flexible Employee to work "off-the-clock" or to otherwise misrepresent the actual time worked on a time record. If you believe you are being asked or required to work without being paid for such time, you must report it immediately to your Company Representative or Employee Relations (Callcenter@spherion.com or 1-888-218-4417). The Company will not tolerate any retaliation against you for making such a report.

# 4.6 TIME REPORTING PROCEDURES

**Timely Submittal of Time Records.** Unless you are directed by your client manager or Company Representative to submit your time record more frequently, Flexible Employees must submit time records to their Company Representative no later than the Monday following the end of each workweek. If you will be on a leave of absence or otherwise out of the office on the day time records are due, you must submit your time record in advance of the deadline. Flexible Employees who will be out of the office for several days are expected to contact their Company Representative in order to coordinate the preparation of a time record. Upon approval, the time is transmitted through the payroll process ensuring accurate and prompt processing.



We use several time reporting systems and methods so please contact your Company Representative for instructions on the timekeeping system or method that is applicable to you.

### **SECTION 5: PERFORMANCE MANAGEMENT AND EMPLOYEE CONDUCT**

# **5.1 PERFORMANCE MANAGEMENT**

Due to the almost infinite types of performance-related issues that can arise, the Company does not have a formal performance improvement process to address specific performance problems. The Company believes it is best to address these issues on a case-by-case basis. Nevertheless, performance issues generally will be addressed in an informal manner first. If there are continued or new performance issues following the informal conversation, subsequent discussions may be documented through a more formal process. The Company, however, reserves its right, consistent with the at-will employment relationship, to end Flexible Employee assignments and/or employment with the Company at any time, for any lawful reason, including client business needs or Flexible Employee performance deficiencies, regardless of whether these deficiencies have been formally documented or previously addressed.

Also, any violation of the policies contained in this Flexible Employee Handbook may subject a Flexible Employee to discipline, up to and including termination of employment, depending on the seriousness and/or frequency of the violation. The Company, in its sole discretion, may consider a Flexible Employee's job performance, prior violation of work rules, and other relevant circumstances in determining whether to counsel, warn, suspend or discharge a Flexible Employee for engaging in prohibited conduct.

### 5.2 RULES OF CONDUCT

Certain rules of conduct are necessary for the safety and productivity of our Flexible Employees and the protection of property. Generally, unexcused conduct that may be disruptive or unproductive, or conduct that is violent, unethical or illegal, will not be tolerated. Listed below are some examples of prohibited conduct. Prohibiting such conduct is for the best interests of the Company, its clients and all Flexible Employees. This list is not intended to be exhaustive, and may be further supplemented by rules of conduct in place at the client worksite. The following types of activities are prohibited in the workplace:

- 1. Violating any policy in this Flexible Employee Handbook or any other applicable work rule or policy.
- 2. Engaging in fraud, falsifying records, making maliciously false statements to supervisory personnel or a Company Representative, or being dishonest with or discourteous to co-workers, clients, vendors, and suppliers.
- 3. Illegal gambling on the property of the Company or its client.
- 4. Use or illegal possession of weapons or firearms on the property of the Company or its client, or in the conduct of the Company or the client's business.
- 5. Failure to report for scheduled medical treatment relating to an on-the-job injury.
- 6. Violation or disregard of workplace safety rules or practices.
- 7. Engaging in criminal behavior that makes the Flexible Employee unfit for his/her position.
- 8. Unauthorized work elsewhere while on a leave of absence or unexcused failure to return to work at the end of an authorized leave of absence.
- 9. Engaging in threatening, intimidating, or coercive conduct, or using profane, obscene or abusive language toward, other Company Flexible Employees and employees, clients, suppliers, or vendors.
- 10. Engaging in disorderly conduct (including fighting, horseplay, and other types of physical altercations) while on



the property of the Company or its client or while engaging in Company or client business.

- 11. Engaging in obscene conduct or viewing/displaying indecent materials, literature or pictures on the property of the Company or its client or while using the resources of the Company or its client.
- 12. Sleeping, giving the appearance of sleeping, or loafing during working hours.
- 13. Insubordination, which includes, but is not limited to, the following conduct: (a) refusal or failure to obey work orders or perform a job assignment given by your client manager or Company Representative; (b) public displays of disrespectful behavior on the property of the Company or its client, or toward a client manager or Company Representative; (c) threatening, intimidating, coercing, or interfering with supervision; (d) abusive language to any supervisor, co-worker or Company Representative; or (e) openly making or publishing false, vicious, or malicious statements concerning supervisors or Company Representatives.
- 14. Stealing, misappropriating, misusing, removing, defacing, abusing, vandalizing or otherwise destroying or impairing the usability of the property of the Company, your co-workers, the Company's client or suppliers.
- 15. Carrying on your own or another business enterprise during working hours, or otherwise allowing your own or another business enterprise to interfere with the performance of your duties as a Flexible Employee of the Company, as well as unauthorized use of property belonging to the Company, your co-workers, the Company's clients, or suppliers for the purpose of carrying on your own business or another enterprise.
- 16. Providing any person with unauthorized access to the property of the Company, your co-workers or the Company's clients or suppliers.
- 17. Any act that adversely affects the Company, the Company's Flexible Employees or clients' integrity, security, effectiveness, or safety.

Nothing in this Flexible Employee Handbook or these rules of conduct should be construed to interfere with, restrain, or prevent Flexible Employee communications regarding wages, hours, or other terms and conditions of employment. Flexible Employees have the right to engage in or refrain from all such protected, concerted activities.

### 5.3 ABUSIVE CONDUCT AND ANTI-BULLYING POLICY

The Company is committed to providing a working environment that is free from harassing, threatening, or intimidating behavior. The Company promotes a healthy workplace culture where all employees (including contractors, interns, etc.) and have the right to be treated with respect. In addition to prohibiting all forms of workplace discrimination and harassment, the Company also prohibits any form of bullying or "abusive conduct" both inside the workplace and outside the workplace (i.e. off-site Company events, social media sites and/or other online platforms).

"Abusive conduct" is defined as severe and pervasive intentional conduct, unrelated to the Company's legitimate business interests, that a reasonable person would find to be hostile, offensive or demeaning. It is irrelevant whether or not the offender intended his/her conduct to be abusive. A single act may constitute "abusive conduct" if the incident is especially severe and egregious. Examples of "abusive conduct" shall include, but are not limited to:

- Repeated infliction of verbal abuse such as the use of derogatory remarks, insults, ridicule or epithets;
- Verbal or physical conduct that a reasonable person would find threatening, intimidating, degrading or humiliating such as yelling, cursing, shunning, gratuitous criticism, threatening gestures, starring, or creating/sharing offensive depictions of another;
- Physical abuse such as pushing, shoving, punching, kicking, poking, tripping, or purposely impeding another's path;
- Sabotage or undermining of a person's work performance or work area;
- Using social media, email, instant messaging, text messaging, or any other type of digital technology to torment, threaten, harass, embarrass or otherwise target another.



This policy does not restrict supervisors or managers from legitimately overseeing and evaluating employees' work. Coaching, counseling, discipline, evaluations, and the application of standards and goals in evaluating an employee's job performance, is permitted and is to be expected as a normal part of the employment relationship. "Abusive conduct" shall be distinguished from behavior that is appropriate to the carrying out of necessary instructional, advisory, or supervisory responsibilities.

Reporting and Discipline. Individuals who believe they have been subjected to or witnessed "abusive conduct" that violates this policy should report the conduct to their manager or the HR Support Center (1-888-218-4417, <a href="Callcenter@spherion.com">Callcenter@spherion.com</a>). If the conduct poses an imminent threat to your own safety or the safety of others, immediately contact the police. The Company encourages the prompt reporting of complaints of "abusive conduct" so that appropriate remedial action can be taken. Any behavior inconsistent with these guidelines or the Company's business principles, including activity on an employee's personal social media account, may result in disciplinary action, up to and including termination.

**Retaliation.** The Company prohibits any form of retaliation against those who report, speak out against, or participate in investigations regarding "abusive conduct". The Company also prohibits retaliation against anyone connected to those who report, speak out against, or participate in investigations regarding "abusive conduct" (i.e. members of a complainant's family). Individuals who believe they have been subjected to or witnessed retaliation related to a report of "abusive conduct" should notify their manager or the HR Support Center (1-888-218-4417, or Callcenter@spherion.com).

#### **5.4 ATTENDANCE**

You are expected to be at work in accordance with the schedule established by your Company Representative and client manager. If you have any questions about your working hours, contact your Company Representative.

Tardiness/Absence If you will be tardy or absent from work for part or all of the workday or shift, you must report it to your Company Representative and client manager at least 30 minutes before the start of your workday or shift. Flexible Employees, you must report any tardiness or absence to your Spherion Representative and client manager at least 2 hours before the start of your workday or shift. For any absence of more than one day, you must also report the anticipated duration of the absence and still call your Spherion Representative each day of your absence (unless on a leave of absence approved by Benefits). If you are tardy or absent from work without reporting your absence as required by this section, you may be subject to disciplinary counseling and/or termination of employment. Similarly, if you have a history of unexcused, excessive tardiness or absenteeism, or a suspicious pattern of tardiness or absenteeism, you may be subject to disciplinary counseling and/or termination of employment. Spherion reserves the right to request documentation, including from a health care provider, supporting the need for any absence of three (3) consecutive days or more.

Job Abandonment - No Call/No Show. If you do not report to work for three (3) consecutive scheduled workdays or shifts, without reporting these absences as outlined above, the Company will consider you to have resigned from your employment without notice. The effective date of your resignation will be the first day of your no call/no show. However, the client may end your assignment immediately for a single "No Call/No Show."

There may be situations in which compliance with this policy is not feasible or you require a legally protected leave or an accommodation. If you believe you face such extenuating circumstances, you (or your representative) must notify your Company Representative or Employee Relations (1-888-218-4417 or <u>Callcenter@spherion.com</u>) as soon as practicable. You will not be disciplined for any legally protected absence.



#### 5.5 BUSINESS APPROPRIATE DRESS

The Company has a business appropriate dress policy, meaning that appropriate business attire depends on the nature of the work performed. When working at our client's location(s), your default assumption, absent specific instructions to the contrary, should be that professional business attire is required. However, if the client has a casual dress code policy, you should match its standards accordingly. In all instances, the Company expects Flexible Employees to meet a minimum standard of dress. Clothing must be neat and clean, without any obvious wear, holes or frayed areas. Flexible Employee's clothing must also be appropriate for the type of work performed. Footwear should be comfortable and clean, and must meet the safety requirements of the job, where applicable. Flexible Employees who report to work dressed in inappropriate attire may be asked to leave and report back in appropriate attire.

#### 5.6 SOLICITATION AND DISTRIBUTION

In order to ensure a productive working environment, the Company generally prohibits solicitation and the distribution of literature on its property, whether made by a Flexible Employee or by individuals or groups not associated with the Company, as set forth in this policy. Flexible Employees may not, for any reason, engage in the following activities at the work sites of the Company or its clients: (1) solicitation of other Flexible Employees during working time; (2) distribution of literature during working time; and (3) distribution of literature at any time in working areas.

Persons not employed by the Company may not, for any reason, engage in the solicitation of a Company Flexible Employee or the distribution of literature to a Company Flexible Employee in working areas. However, solicitation of monetary contributions for certain charities designated by the Company is permitted. All charities must be approved in advance by the Group President or the Chief Human Resources Officer of the Company or his/her designee(s).

As used in this policy, the phrase "working time" includes the working time of both the Flexible Employee engaged in solicitation or the distribution of literature and the employees to whom the solicitation or distribution is addressed. Working time does not include break periods, meal periods, or other times during the workday when Flexible Employees are not properly engaged in performing their work tasks. As used in this policy, the phrase "working areas" includes all areas of Company or the client's property, except break areas, restrooms, locker rooms, and Flexible Employee parking areas.

Nothing in this policy is intended to restrict communications or actions protected or required by state or federal law, such as communications and actions regarding employee wages, hours or other terms and conditions of employment.

### 5.7 MEDIA AND SOCIAL NETWORKING POLICIES

All inquiries from the media, shareholders and investment community seeking comment on behalf of the Company must be forwarded to the Spherion Press Hotline at 800-234-4610. You are not a spokesperson for the Company so you are not authorized to comment on the Company's behalf.

The Company encourages its Flexible Employees to be responsible and professional in any social networking activities that mention or refer to the Company, its clients, or coworkers. If you identify yourself as employed by the Company online, please use the following disclaimer: "The views expressed on this post are mine and do not reflect the views of the Company." Company or client logos and trademarks may not be used for any personal social media purposes. Flexible Employees may not publish or disclose confidential information, including trade secrets, of the Company or its clients. For examples of confidential information, please see Subsection 9.2 of this Flexible Employee Handbook. However, Flexible Employees may engage in communications protected by the National Labor Relations Act concerning wages, benefits, hours and other terms and conditions of employment without violating this policy. Complete copies of the Company's Media and Social Networking Policies are available from the Corporate Public Relations Department.



#### **SECTION 6: SAFETY AND WORK SITES**

#### 6.1 OCCUPATIONAL SAFETY AND HEALTH

Your health, safety, and welfare are of paramount concern to the Company. All reasonably necessary steps will be taken to ensure that you are provided with a safe working environment. The Company also expects you to take certain steps to ensure your own safety, as well as the safety of those around you.

- 1. You must adhere to the Company's or, if assigned to work at a client's site, the client's safe work practices.
- 2. You must promptly report any accidents, unsafe conditions, and/or unsafe acts to your Company Representative and, if assigned to work at a client's site, the appropriate client management representative.
  - 3. You must wear all prescribed personal protective equipment ("PPE").
  - 4. You must become familiar with emergency and evacuation procedures.
- 5. You must know the location of safety and emergency equipment and how to operate them (such as safety showers, eye washes, fire extinguishers, and alarm pull stations).
- 6. You must maintain your personal work area in accordance with the Company's housekeeping guidelines or, if assigned to work at a client's site, the client's housekeeping guidelines.
- 7. You may not operate any equipment or machinery unless trained and certified to do so. If you are asked by a client to operate any equipment or machinery different than as originally explained by the Company, notify your Company Representative immediately and do not operate it until you receive further instruction from the Company.

Accidents and Injuries. If you have an emergency requiring medical attention, call 911 immediately. You must promptly report any accidents and injuries to your Company Representative and, if assigned to work at a client's site, the appropriate client management representative as well. You must report all accidents and injuries, however minor they may seem initially and regardless of whether you seek or require medical treatment. If the incident occurs outside of regular hours, please contact the Risk Management hotline at (800) 821-6909. You still must contact your Company Representative during regular business hours. On-the-job injuries may be covered by the Company's workers' compensation insurance, but failure to timely file a notice may result in a delay or loss of workers' compensation benefits.

Prior to seeking medical treatment, you must report the accident or injury to your Company Representative or client manager, if you are able and it is safe to do so. You will be asked to complete paperwork prior to treatment and will be given forms to take with you to the doctor. Paperwork must be completed even if you decline medical treatment. Take picture identification with you to the medical facility and be sure to name the Company as your employer. As soon as possible after your medical treatment, you are required to provide any paperwork from your doctor to your Company Representative. Injured Flexible Employees may be required to provide a work status report prior to returning to work. The Company will investigate, process and handle all workers' compensation claims.

The Company strictly prohibits any retaliation against any person who reports a workplace hazard, accident or injury, or who makes a complaint, opposes a practice, provides information, cooperates in an investigation, participates in a proceeding, or otherwise engages in protected activity concerning an actual or perceived workplace health and safety concern.



**Safety Orientation and Training.** When you are assigned to work at a client site, your Company Representative may provide you with a basic safety orientation, if required. You should also receive site- and hazard-specific training from the client, as appropriate. If you do not receive one or both of these orientations, please contact your Company Representative.

### **6.2 SAFETY AND SECURITY CONSIDERATIONS**

All Flexible Employees must learn and comply with the security requirements of the facility or client site at which they are working. The Company or its clients may permit a Flexible Employee to access buildings, facilities, and/or secure areas (but not restricted areas) by signing login sheets or using cards or security numbers during or after regular business hours. Under no circumstances may a Flexible Employee use false names, documents, cards or information, or anyone else's credentials, in order to gain access to these buildings, facilities and areas. Where access cards are provided, employees are required to wear or carry their cards at all times, and are not permitted to grant access to those without such access cards.

If driving during work time, you are not permitted to use personal, Company or client-issued smartphones while driving.

If you possess a reasonable fear that your safety and security, or the safety and security of your co-workers, clients, or suppliers, are at immediate risk, contact the local police immediately. More general concerns of safety or security should be raised immediately with your Company Representative or Employee Relations (1-888-218-4417 or Callcenter@spherion.com).

### **6.3 VIOLENCE-FREE WORKPLACE**

The Company seeks to provide a safe, violence-free work environment for all Flexible Employees. Threats or acts of violence occurring on Company property, at a client company location, during the performance of any work on behalf of the Company (regardless of location), or involving any Company employee, are prohibited. If you receive or are made aware of any threat, risk or conduct that may be violent, dangerous or threatening, notify your Company Representative or Employee Relations immediately so that prompt and appropriate actions can be taken.

Flexible Employees may not use or threaten to use any weapons on the property of the Company or any of its clients, or while performing duties on behalf of the Company or its clients. Any such threat or use will result in immediate termination and the Company may contact local law enforcement as well. In addition, Flexible Employees, regardless of license, may not carry or otherwise possess any firearms on the property of the Company or any of its clients, except where state or local law permits possession of licensed firearms, such as in a locked, privately-owned vehicle. Flexible Employees must comply with any lawful signage on Company or client property concerning weapons restrictions.

### 6.4 DRUG AND ALCOHOL POLICY

**Purpose.** The use of illegal drugs and alcohol misuse by Flexible Employees are inconsistent with the commitment of the Company to provide a safe, healthy, secure and productive work environment. Flexible Employees who use illegal drugs and misuse alcohol may have a number of work-related problems such as increased accidents and injuries, excessive absenteeism and tardiness, lower productivity, missed deadlines, and poor work quality.

**Scope.** This policy, which is part of the Company's drug-free workplace program, applies to all applicants and Flexible Employees. If there is a discrepancy between this policy and applicable law, then the Company will comply with applicable law. In addition, applicants and Flexible Employees in Boulder (Colorado), Iowa, Minnesota, Montana, Oklahoma, Rhode Island and Vermont should refer to the applicable addendum to this policy, which is located in the Addenda section at the end of this Flexible Employee Handbook and also may be obtained from Employee Relations.



**Voluntary Requests for Assistance.** The Company encourages Flexible Employees with drug and alcohol problems to seek help <u>before</u> they become subject to discipline for violating this or other Company policies. The Company will support, assist and accommodate such Flexible Employees to the extent required by applicable law. The Company's Employee Assistance Program ("EAP") can assist Flexible Employees in a confidential manner by providing them with information about community and other resources for evaluation, counseling, and treatment, and helping them utilize any available employee benefits. Flexible Employees may contact our EAP provider, Health Advocate, by calling 877.240.6863 or by visiting its web site: <a href="www.healthadvocate.com">www.healthadvocate.com</a>. Flexible Employees also may seek assistance from Employee Relations (1-888-218-4417 or <a href="mailto:callcenter@spherion.com">callcenter@spherion.com</a>) or their Company Representative.

Flexible Employees will not be disciplined by the Company because they request assistance. Flexible Employees may not, however, escape discipline by requesting assistance after they violate the Company's policies or are notified of their selection for drug or alcohol testing. In addition, Flexible Employees who request assistance will not be excused from complying with the Company's policies, including its employee performance standards and conduct.

### **Definitions**

- "Adulterated specimen" means a specimen that has been altered, as evidenced by test results showing either a substance that is not normally present in the specimen or showing an abnormal concentration of a substance that is normally present in the specimen.
- "Alcohol" means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl or isopropyl alcohol. The term includes beer, wine, spirits and medications, such as cough syrup, that contain alcohol.
- "Dilute specimen" means a urine specimen that has creatinine and specific gravity values that are lower than expected for human urine.
- "Illegal drugs" mean all controlled substances, designer drugs, synthetic drugs, and other drugs that are not being used or possessed under the supervision of a licensed health care professional or that are not being used in accordance with the licensed health care professional's prescription or whose use or possession is unlawful under the federal Controlled Substances Act. (Controlled substances are listed in Schedules I-V of 21 U.S.C. § 812 and 21 C.F.R. Part 1308.)
- "Inhalants" mean volatile solvents, aerosols, gases and nitrites, such as paint thinners or removers, gasoline, lighter fluid, butane lighters, glue, hair or deodorant sprays, nitrous oxide, or other similar substances that are inhaled intentionally to produce feelings of intoxication, euphoria or stupefaction.
- "Medical Review Officer" (or MRO) is a licensed physician who has knowledge, training, and clinical experience regarding substance abuse disorders and who will, among other things, review applicants' and Flexible Employee's positive drug test results and evaluate any medical explanations for such results.
- "Company or client premises" include, but are not limited to, all land, property, buildings, offices, facilities, grounds, parking lots, and places owned, leased, managed or used by the Company or the client to which a Flexible Employee is assigned.
- "Company or client vehicle, machinery or equipment" means all vehicles, machinery or equipment owned, leased or used by the Company or the client to which a Flexible Employee is assigned and all vehicles, machinery or equipment that are used by Flexible Employees, regardless of who owns or leases them, while performing duties for the Company or its client.



"Refuse to cooperate" means refusing to take a drug or alcohol test, not promptly proceeding directly to a collection or testing site when told to do so, failing to remain at a collection or testing site until the testing process is complete, attempting to provide or providing an adulterated or substituted specimen, failing to provide sufficient specimens, failing to sign testing and other required forms, and any other conduct that disrupts or interferes with the collection and testing process.

"Substituted specimen" means a urine specimen that has creatinine and specific gravity values that are so diminished or divergent that they are not consistent with human urine.

"Test positive for alcohol" means to take an alcohol test that results in an alcohol concentration of .04 or more.

"Under the influence" means to test positive for alcohol, to have a verified positive drug test result, or a Flexible Employee's actions, appearance, speech or bodily odors that reasonably cause the Company to conclude that the Flexible Employee is impaired because of illegal drug use or alcohol or inhalant misuse.

"Verified positive drug test result" means to take a drug test that results in a concentration of marijuana, cocaine, opiates, amphetamines, methamphetamines, phencyclidine, barbiturates, benzodiazepines, methadone, or propoxyphene, or their metabolites, that is equal to or exceeds the cutoff levels that are established by the Company and that has been verified by a Medical Review Officer.

**Work rules.** Flexible Employees should report to work fit for duty and free of any adverse effects of illegal drugs, alcohol, or inhalants. Whenever Flexible Employees are performing duties for the Company or its clients, operating Company or client vehicles, machinery or equipment, present on Company or client premises, or present in any other location performing services for the Company, they are prohibited from:

- using, possessing, buying, selling, manufacturing, distributing, dispensing or transferring illegal drugs or drug paraphernalia;
- being under the influence of illegal drugs, alcohol, or inhalants;
- possessing or consuming alcohol; and
- using inhalants.

Notwithstanding the foregoing, Flexible Employees may possess and consume alcohol at Company sponsored or authorized functions or in certain legitimate business settings, such as client entertainment. At all such times, however, Flexible Employees are expected to act responsibly and to drink moderately (not to the point that they are under the influence). The Company may withdraw these privileges if they are abused by a Flexible Employee or if a Flexible Employee violates this policy.

This policy does not prohibit Flexible Employees from the lawful possession and use of over-the-counter and prescribed medications. Flexible Employees have the responsibility to consult with their doctors or other licensed medical practitioners about the effect of over-the-counter and prescribed medications on their ability to perform their specific job duties in a safe manner, and to promptly disclose any work restrictions to their Company Representative or Employee Relations. Flexible Employees should not, however, disclose underlying medical conditions, impairments or disabilities unless specifically directed to do so by their doctors or other licensed medical practitioners.

**Testing**. Except where prohibited by applicable state or local law, the Company will conduct the following types of tests:



- 1. **Pre-employment (including pre-assignment)**: Individuals who have received a conditional offer of employment and/or who will begin an assignment with a Company client must pass a drug test before they are hired and/or begin working for the Company if a client or the Company requires such testing.
- 2. **Random**: Flexible Employees are subject to random drug testing if a client requires such testing and it is permissible under the circumstances.
- 3. **Reasonable Suspicion**: Flexible Employees are subject to drug and/or alcohol testing if the Company reasonably suspects them of using, possessing, or being under the influence of alcohol or illegal drugs while they are performing duties for the Company or its client, operating Company or client vehicles, machinery or equipment, present on Company or client premises, or present in any other location performing services for the Company.
- 4. **Post-Accident**: Flexible Employees are subject to drug and/or alcohol testing when the Company reasonably believes they may have contributed to or caused a work-related accident that results in a fatality, an injury to themselves or other person(s), or damage to Company or client vehicles, machinery, equipment, or other property.
- 5. **Return-to-duty and follow-up**: Flexible Employees who test positive for alcohol, have a verified positive drug test result, or who otherwise violate this policy, but are not terminated, must pass a drug and/or alcohol test before they can return to duty and are subject to follow-up drug and/or alcohol testing at times and frequencies determined by the Company for up to two (2) years.

**Summary of Alcohol Collection and Testing Procedures.** Except where prohibited by applicable state or local law, the Company will follow the general collection and testing procedures set forth below:

- 1. Flexible Employees subject to alcohol testing will be required to sign a written consent form in which they consent to and authorize testing.
- 2. Flexible Employees shall be sent or transported to a Company designated collection site where they shall be required to verify their identity and cooperate in the site's normal specimen collection procedures.
- 3. The collection and testing will be conducted, in private, by a trained technician who will use approved testing devices and testing forms. Chain of custody procedures shall be maintained from collection to the time specimens may be discarded to ensure proper identification, labeling, recordkeeping, handling and testing of specimens.
- 4. A screening test will be conducted first. If the Flexible Employee's screening test result indicates a measured alcohol concentration less than .02, the Flexible Employee will have passed the test.
- 5. If the Flexible Employee's screening test result indicates a measured alcohol concentration of .02 or more, the Flexible Employee shall be required to take a confirmation test. The results of the confirmation test, not the screening test, are determinative. If the Flexible Employee's confirmation test result indicates a measured alcohol concentration of less than .04, the Flexible Employee will have passed the test. If the Flexible Employee's confirmation test result indicates a measured alcohol concentration of .04 or more, the Flexible Employee will have tested positive for alcohol.
- 6. The technician will notify the Company of the Flexible Employee's test results in a confidential manner. The Company will notify the Flexible Employee of their test results.

**Summary of Drug Collection and Testing Procedures.** Except where prohibited by applicable state or local law, the Company will follow the general collection and testing procedures set forth below:

- 1. Applicants and Flexible Employees subject to drug testing will be required to sign a written consent form in which they consent to and authorize testing.
- 2. Applicants and Flexible Employees shall be required to verify their identity and otherwise cooperate in the Company's specimen collection procedures



- 3. Specimens shall be collected, in private, by a trained person who will use approved collection and testing devices and custody and control forms. Chain of custody procedures shall be maintained from collection to the time specimens may be discarded to ensure proper identification, labeling, recordkeeping, handling and testing of specimens.
- 4. Collected specimens shall be tested for marijuana, cocaine, opiates, amphetamines, methamphetamines, and phencyclidine (specimens may also be tested for barbiturates, benzodiazepines, methadone, propoxyphene and such other controlled substances as may be dictated by the circumstances in accordance with the requirements of applicable law).
- 5. At some work sites, specimens shall be collected at a Company on-site collection site. If the on-site screening test is negative, the applicant or Flexible Employee has passed the drug test. If the on-site screening test is positive, the applicant's or Flexible Employee's specimen will be sent to a certified laboratory for additional testing.
- 6. At other work sites, specimens shall be collected off-site and then sent to a certified laboratory. The laboratory shall first conduct a screening test on the specimen. If the screening test is negative, the laboratory will report to the Company that the applicant or Flexible Employee has passed the drug test. If the screening test is positive, the laboratory will analyze the applicant's or Flexible Employee's specimen using gas chromatography/mass spectrometry.
- 7. The laboratory will send positive test results to a Medical Review Officer ("MRO"). If an applicant or Flexible Employee has a confirmed positive, adulterated, substituted or invalid drug test result, the MRO will contact the applicant or Flexible Employee by telephone at the numbers listed on the custody and control form. Applicants and Flexible Employees should promptly cooperate with the MRO.
- 8. The MRO shall advise the Company if an applicant or Flexible Employee has passed or failed the test, refused to cooperate, if a specimen is dilute, or if a test should be canceled. If the MRO determines that there is a legitimate medical explanation for a positive, adulterated, or substituted test result, the MRO will report a negative test result to the Company. If the applicant or Flexible Employee does not provide a legitimate medical explanation for a positive test result, the MRO will verify the test result as positive. If the applicant or Flexible Employee does not provide a legitimate medical explanation for an adulterated or substituted test result, the MRO will report to the Company that the applicant or Flexible Employee has refused to take a drug test. Invalid test results will be canceled and, depending on the circumstances, may subject an applicant or Flexible Employee to additional testing.
- 9. The Company or one of its service agents will notify applicants and Flexible Employees of their test results, and shall advise applicants and Flexible Employees of their rights, if any, to have their same specimens retested or their split specimens tested by a certified laboratory.

**Inspections.** The Company reserves the right to inspect all parts and aspects of its premises for illegal drugs, drug paraphernalia, alcohol, inhalants, or other contraband. All Flexible Employees and visitors may be asked to cooperate in inspections of their persons, work areas and property (such as purses, wallets, tool boxes, lunch boxes, backpacks, water coolers, thermos bottles, flasks, briefcases, desks, cabinets, lockers or cars) that might conceal illegal drugs, drug paraphernalia, alcohol, inhalants, or other contraband.

Crimes involving drugs. Flexible Employees who are convicted of, plead guilty to (including a plea of nolo contendere or no contest), or are sentenced for a crime involving illegal drugs must report the conviction, plea or sentence to their Company Representative or Employee Relations (1-888-218-4417 or Callcenter@spherion.com) within five (5) days after such conviction, plea or sentence. If a Flexible Employee who is convicted of, pleads guilty to or is sentenced for a crime involving illegal drugs in the workplace performs work directly relating to the Company's contracts or grants with a state or the federal government, the Company will report such conviction, plea or sentence to the appropriate agency within ten (10) days after it receives notice.

### Consequences



- 1. Applicants have the right to refuse to undergo drug testing, but those applicants who refuse to undergo testing or otherwise refuse to cooperate in a drug test will not be hired by the Company.
- 2. Applicants who have a verified positive drug test result will not be hired by the Company.
- 3. Flexible Employees have the right to refuse to undergo drug and alcohol testing, but those Flexible Employees who refuse to undergo testing or otherwise refuse to cooperate in a drug and/or alcohol test will be terminated.
- 4. Flexible Employees who test positive for alcohol, who have a verified positive drug test result, or who otherwise violate this policy will be subject to appropriate disciplinary action, up to and including termination of employment. Depending on the circumstances, a Flexible Employee's return to work, reinstatement, and/or continued employment may be conditioned on the Flexible Employee's successful participation in and/or completion of any and all evaluations, counseling, treatment, and rehabilitation programs, passing of return-to-duty and follow-up tests, and/or other appropriate conditions as determined by the Company.
- 5. The Company may take disciplinary and/or other appropriate action when a Flexible Employee engages in any conduct or is involved in any crime (including being charged with a crime, except where prohibited by applicable law) that could adversely affect or be detrimental to the Company's operations, interests, or reputation.

Records and Confidentiality. Information and records relating to test results and other medical information shall be kept confidential and maintained in files separate from Flexible Employee's personnel files. To the extent permitted by applicable law, such records and information may be disclosed: to the applicant or Flexible Employee taking the test; to any third party designated in writing by the applicant or Flexible Employee (such as the EAP); to a Company client requiring testing of applicants or Flexible Employees and disclosure of results pursuant to contract; to the MRO; to a substance abuse professional, physician or other health care provider responsible for determining an applicant or Flexible Employee's ability to safely perform the job and/or the Flexible Employee's successful participation in and/or completion of any and all evaluations, counseling, treatment, or rehabilitation programs; to and among the Company's supervisors, Human Resources and Legal on a need to know basis; where relevant to the Company's defense in a grievance, arbitration, administrative proceeding, lawsuit or other legal proceeding; or as required or otherwise permitted by law.

### **SECTION 7: ADDITIONAL POLICIES**

#### 7.1 BACKGROUND CHECKS

Consistent with its commitment to safety and security, the Company has established this Background Check Policy. The Company may conduct background checks on Flexible Employees prior to employment or being placed on assignment with a client, when the client has specific background check requirements, or during the course of employment to the extent permitted by applicable law. Depending on all the facts and circumstances, refusal to submit to a required background check or dishonesty in answering questions related to relevant employment or criminal history may result in withdrawal of a conditional offer of employment, removal from and/or ineligibility for a position, and/or termination of employment. A criminal conviction, however, will not necessarily be a bar to employment, unless applicable law, regulation, government contract/policy or licensing requirement prohibits the employment of an individual with a criminal conviction in the job for which you are applying.

Information requested as part of a background check for employment purposes will only be relevant in determining whether a conviction is related to or disqualifies you from the particular job for which you are applying. The following factors will be considered when evaluating a criminal conviction history: (1) the nature and gravity of the offense or conduct; (2) the time that has elapsed since the offense and completion of any sentence or probation; and (3) the nature of the job at issue, including the relationship between the offense and the job.



If you have a conviction history, the Company will conduct an individualized analysis to determine whether there is a legitimate business reason to disqualify you from employment or promotion. Factors considered in the analysis include: (1) the facts and circumstances surrounding the offense or conduct, including whether your employment would pose an unreasonable risk to property or the safety of other Flexible Employee or the general public; (2) the number of offenses of which you were convicted; (3) your age at the time of conviction or release; (4) any evidence that you performed the same type of work, post-conviction, with the same or a different employer, with no known incidents of criminal conduct; (5) the length and consistency of employment history before and after the offense or conduct; (6) rehabilitation efforts, including education or training; (7) employment or character references and any information regarding fitness for the particular position; and (8) whether you are bonded.

#### 7.2 EMPLOYMENT OF MINORS

The Company complies with applicable child labor laws. The Company's employment decisions are made without regard to age except in the case of a candidate who is not at least 18 years of age at the time he or she seeks to commence employment with the Company. Candidates under 18 years of age are not eligible for employment with the Company in any circumstances.

### 7.3 SUPPORT OF NURSING MOTHERS

The Company provides a supportive environment to enable breastfeeding Flexible Employees to express milk during work hours. Breastfeeding Flexible Employees are entitled to a private location (not a restroom) in which to breastfeed or express milk, and may store expressed milk in available refrigerators. Breastfeeding Flexible Employees are allowed to breastfeed or express milk during work hours using their normal breaks and meal periods. If additional time is required, Flexible Employees should speak with their Company Representative or Employee Relations (1-888-218-4417 or Callcenter@spherion.com) to arrange for make-up time, discuss accommodations or to determine if leave is available for such purpose. Flexible Employees should contact their Company Representative or Employee Relations immediately if they do not believe they are receiving the benefits to which they are entitled under this policy at a client worksite.

### **SECTION 8: LEAVES OF ABSENCE**

The Company recognizes the need for employees to be away from work for medical or other reasons. A leave of absence (LOA) is an approved period of time away from work. An LOA can be initiated by the employee, a family member or his/her manager. This policy outlines the types of LOA available to employees, the general eligibility requirements for each type of LOA and the procedures to request such LOA. A LOA is in addition to any Paid Time Off (PTO) or any state or local paid sick leave for which employees may be eligible, but to the extent permitted by applicable law, PTO or sick leave is substituted for unpaid leave and runs concurrently with the LOA.

In this policy, the term "employees" means both Company Associates (internal employees of the Company) and Flexible Employee (external, billable employees of the Company). Note that some provisions of this policy apply only to Associates or Flexible Employees. Where such differences exist, the term "Associate" or "Flexible Employee" is used.

**Important Contacts.** For any questions concerning this policy, you may contact (1) the Company's Benefits Department at 1-888-218-4417 or <u>Callcenter@spherion.com</u>, (2) the Company's Leave of Absence Team at

<sup>1</sup> The LOA may also be initiated by a family member, in those rare instances where the employee is hospitalized or otherwise unable to contact ReedGroup or the Leaves of Absence Department (see "Important Contacts" section at the beginning of the policy).

Flexible Employee Handbook, Version 8.0 (January 2021)

Page 27



<u>sphlicensebenefits@spherion.com</u>, or (3) the ReedGroup, the Company's Third Party Administrator, at 1-855-250-4162.

# 8.1 FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY AND PROCEDURES

**Eligibility to Take FMLA Leave.** Employees are eligible for leave under the FMLA if they have worked for the Company:

- 1. For at least 12 months. Such period need not be consecutive; however, employment prior to a continuous break in service of 7 years or more will not be counted except in certain circumstances;
- 2. For at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
  - 3. At a worksite where 50 or more employees are employed by the Company within 75 miles of that worksite.

**Reasons for FMLA Leave.** Consistent with the FMLA and this policy, the Company will grant an unpaid leave of absence to eligible employees for one, or for any combination of, the following reasons:

- 1. The birth of an employee's child or to care for the newborn child;
- 2. The placement of a child with an employee for adoption or foster care or to care for the newly placed child;
- 3. When an employee is needed to care for his or her child, spouse, or parent with a serious health condition;
- 4. An employee's own serious health condition that renders him or her unable to perform the essential functions of his or her position;
- 5. Qualifying exigency arising out of the fact that an employee's spouse, child or parent is a member of the Armed Forces (including the National Guard and Reserves) and is on covered active duty (referring generally to deployment to a foreign country) or has been notified of an impending call or order to covered active duty; and/or
- 6. To care for an employee's spouse, child, parent or other next-of-kin relative who is a covered service member of the United States Armed Forces (including the National Guard or Reserves) with a serious injury or illness incurred, or aggravated by service, in the line of duty while on active duty (also known as "Military Caregiver Leave").

For more information on Qualifying exigencies and/or Military Caregiver Leave (Reasons for Leave numbered 5 and 6, above), please contact the Leaves of Absence Team for a copy of 'The Employee's Guide to Military Family Leave Under the Family and Medical Leave Act' or obtain a copy directly at https://www.dol.gov/whd/fmla/2013rule/FMLA Military Guide ENGLISH.pdf

**FMLA Definitions.** The FMLA and its accompanying regulations define many of the terms used above and throughout this policy, such as "spouse", "parent" (which does not include in-laws), "next of kin," "covered service member," and "covered active duty." While this policy does not set forth all of the FMLA's definitions, some are provided here for your reference:

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis<sup>2</sup> who is either (i) under 18 years of age, or (ii) 18 years of age or older and "incapable of self-care

.

<sup>&</sup>lt;sup>2</sup> "In loco parentis" means "in the place of a parent" and refers to the relationship in which a person has put himself or herself in the place of a parent by assuming and discharging the obligations of a parent to a child with whom he or she has no legal or biological connection.



because of a mental or physical disability" at the time FMLA leave is to commence. However, for purposes of the military family leave provisions (i.e. Reasons for Leave numbered 5 and 6, above), a child may be of any age.

- 2. "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either inpatient care (such as an overnight stay in a hospital or other medical care facility), or continuing treatment by a healthcare provider. The FMLA does not apply to routine medical examinations, such as a physical or to common medical conditions, such as an upset stomach, unless complications develop.
- 3. "Continuing treatment" includes the following: (a) a period of incapacity of more than three consecutive full calendar days combined with one of the following: (i) at least two visits to a healthcare provider generally within 30 days, the first of which must occur within 7 days of the first day of incapacity; or (ii) one visit to a healthcare provider for treatment within 7 days from the first day of incapacity which results in a regimen of continuing treatment under the supervision of the health care provider; (b) a period of incapacity due to pregnancy or for prenatal care; or (c) a period of incapacity due to a chronic serious health condition. A "chronic serious health condition" is one which requires visits to a health care provider at least twice a year and recurs over an extended period of time.
- 4. "Incapacity" means an inability to work, including being unable to perform any one of the essential functions of the employee's position, or inability to attend school or perform other regular daily activities due to the serious health condition, treatment for it or recovery from it. Other treatments may also meet the definition of continuing treatment.
- 5. "Qualifying exigencies" include: (1) Short Notice Deployment (limited to seven or less calendar days prior to the date of deployment); (2) Military Events and Related Activities; (3) Childcare and School Activities; (4) Financial and Legal Arrangements; (5) Counseling; (6) Rest and Recuperation (limited to five days of leave for each instance up to a maximum of 12 weeks in a 12-month period); (7) Post-Deployment Activities; (8) Parental Care; and (9) Additional Activities (if agreed upon by the Company and the employee).

**No Limitation on Rights.** This FMLA policy complies with the FMLA, a federal law, but does not specifically incorporate any comparable state family and medical leave laws that may provide for more leave or broader protections. If you live in a state that has a comparable state family and medical leave law, you should be aware that nothing in this policy limits your rights under that state law. If any leave you take qualifies as leave under both the FMLA and the comparable state law, then the leave will be counted under both statutes and run concurrently unless prohibited by state law. In all cases, you will have the benefit of the most generous leave statute available to you, subject only to your satisfaction of the particular eligibility, notice and certification requirements. Also, nothing in this FMLA policy limits any employee leave rights under the Company's Military Leave Policy, in accordance with applicable federal or state law. Contact the Leaves of Absence Team for further details.

**Duration of FMLA Leave.** Eligible employees may take up to 12 weeks of unpaid Family and Medical Leave during any rolling 12-month period for any qualifying reason for leave. However, leave to bond with or care for a newborn or for a newly-placed child must conclude within 12 months after the birth or placement of the child. The rolling period is measured backward from the date an employee uses any leave under the FMLA.

**Combined FMLA Leave when Spouses both Work for The Company.** Spouses who are both eligible for FMLA leave and employed by the Company may take a combined total of 12 weeks of FMLA leave for the following FMLA-qualifying reasons:

1. The birth of a child and bonding with the newborn child;



- 2. The placement of the child with the employee for adoption or foster care, and bonding with the newly placed child; and
  - 3. To care for a parent with a serious health condition.

Eligible spouses who both work for the Company are also limited to a total of 26 workweeks in a single 12-month period to care for a covered service member with a serious injury or illness if each spouse is a parent, spouse, child or next of kin of the service member (referred to in this policy as Military Caregiver Leave). This limitation also applies to a combination of Military Caregiver Leave and leave for the other qualifying reasons listed above. This limitation does not apply to leave:

- 1. For the employee's own serious health condition, such as the recovery period following the birth of a child;
- 2. To care for a spouse or child with a serious health condition; or
- 3. For any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a military member on "covered active duty."

Where a spouse uses a portion of his or her leave for an FMLA-qualifying leave that is subject to the combined 12-workweek limit, that employee is entitled to take the remainder of his or her individual FMLA leave entitlement for an FMLA-qualifying reason that is not subject to the combined limit.

**FMLA Leave Taken as a Military Caregiver.** An eligible employee may be entitled to take up to 26 weeks of unpaid Military Caregiver Leave (that is, Reason for Leave number six, above). Such leave is available in a single 12-month period commencing on the first day of leave. Military Caregiver Leave not used in the 12-month period is forfeited. This leave is to be applied on a per-service member, per-injury basis. Thus, an employee may be entitled to take an additional 26 weeks of leave during a subsequent 12-month period if the subsequent period of leave is to care for a different covered service member with a serious injury or illness or to care for the same service member with another serious injury or illness. Leave to care for a service member is only available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. Spouses who are both eligible for FMLA leave and employed by the Company, may take up to a combined total of 26 weeks of Military Caregiver Leave.

**Intermittent or Reduced Work Schedule FMLA Leave.** Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave that reduces an employee's usual number of hours per workweek or hours per workday. Intermittent or reduced work schedule leave may be taken for the following reasons:

- 1. Leave to care for or bond with a newborn child or a newly placed adopted or foster child may be taken on an intermittent basis, but only in full-day increments that reduce the employee's usual number of working days per workweek (e.g., 1 or 2 days of leave during the employee's workweek). Intermittent leave to care for or bond with a newborn or newly placed child may not be taken in any increment smaller than a full workday (e.g., leave in blocks of 2 or 3 hours per workday or any other amount of time that reduces the employee's normal workday).
- 2. Leave (i) due to an employee's own serious health condition, (ii) to care for an employee's spouse, child or parent with a serious health condition, or (iii) to care for a covered service member relative with a serious injury or illness when medically necessary; and
- 3. Leave because of a qualifying exigency due to the covered active duty or impending call to covered active duty of a spouse, son, daughter or parent.



If an employee takes leave intermittently or on a reduced work schedule basis, the employee must make a reasonable effort to schedule the treatment so as to accommodate the needs of the Company or any client to which the employee is assigned and not disrupt unduly the Company or any such client's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the employee may be temporarily transferred to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

When employees seek intermittent leave or a reduced work schedule for reasons unrelated to the planning of medical treatment, upon request, the employee must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and the employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company or any affected client's operations.

**Notification to the Company of Need for FMLA Leave.** When applying for leave under the FMLA, employees will be required to adhere to the following requirements. Failure to do so may result in the postponement or denial of leave, loss of rights under the FMLA and, in the event the employee does not report to work, discipline up to and including termination of employment.

To trigger FMLA protections and qualify for FMLA leave, employees must adhere to the below procedures:

- 1. An employee must verbally notify the Company of the need or request to take leave under the FMLA by contacting ReedGroup, the Company's Plan Administrator, at 1-855-249-6323. The employee is also encouraged to contact the Leaves of Absence Team (see the "Important Contacts" section at the beginning of this policy) to advise of the need for leave and to request to take leave under the FMLA.
- a. When the leave is foreseeable, for example, in childbirth or placement of a child, or for planned medical treatment due to the serious health condition of an employee or family member or due to a covered service member's serious injury or illness, the employee must provide the Company (through ReedGroup) with at least 30 days advance notice. When 30 days advance notice is not possible, or the approximate timing of the need for leave is not foreseeable, the employee must provide notice of the need for leave as soon as practicable under the facts and circumstances of the particular case.
- b. When leave is foreseeable due to a qualifying exigency arising from a family member's call to active duty, the employee must provide as much notice as is practicable to the Company (through ReedGroup) regardless of how far in advance such leave is foreseeable. When the timing of the leave is not foreseeable, the employee must provide the Company (through ReedGroup) with notice of the need for leave as soon as practicable.
- c. In all cases, an employee must comply with this policy's procedures for requesting leave, except when extenuating circumstances exist that temporarily prevent the employee's compliance (e.g., coma or severe injury). In such extenuating circumstances, notice may be given by the employee's spokesperson (e.g. spouse, adult family member, or other responsible party) to the Company by contacting ReedGroup.
- d. Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy.
- e. Employees must respond to the Company's and/or ReedGroup's questions to determine if absences are potentially FMLA-qualifying.
- 2. Upon notice to the Company by the employee, ReedGroup will notify the employee as to whether he/she is eligible for FMLA leave and about his/her rights and responsibilities under the FMLA.



- 3. If the employee meets the eligibility requirements, and if the leave is related to a serious health condition, qualifying exigency or a covered service member's injury or illness, ReedGroup will provide a certification form to be completed and returned within 18 calendar days of the employee's receipt, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts (in which case the certification form must be returned as soon as it does become reasonably possible for the employee to do so). It is the employee's responsibility to provide timely, complete and sufficient certifications. If the Company determines that no extenuating circumstances exist to justify the employee's failure to provide the required documentation supporting the need for leave within the 18-day period, the employee's request for FMLA leave will be denied.
- a. It is the employee's responsibility to review the certification forms from ReedGroup and provide timely, complete and sufficient certifications. If the employee returns a certification form that is incomplete or insufficient, the employee will be given 7 calendar days to correct the deficiency. An employee's FMLA leave request will be denied if the employee fails to timely cure deficiencies or otherwise fails to timely submit requested certifications.
- b. With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the appropriate health care provider to authenticate or clarify completed and insufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.
- 4. The Company has the right to obtain a second medical opinion, at its expense, to substantiate an employee's request for leave. If the opinions of the initial and second medical opinions differ, the Company may, at its expense require an employee to obtain a third, final and binding certification from a medical provider designated or approved jointly by the Company and the employee.
- 5. Depending on the circumstances and duration of the FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide the required medical recertification.

**FMLA Leave Decision.** If approved, ReedGroup will notify the employee of the approval via mail and may notify the employee by a phone call as well. ReedGroup will email the approval to the Associate's manager or, in the case of Flexible Employees, his/her Company Representative. If denied, ReedGroup will notify the employee of the denial via mail and the Leaves of Absence Team through LeavePro or the weekly report ReedGroup submits to the Leaves of Absence Team.

**Return from FMLA Leave.** The Company requires a return to work form at the end of FMLA leave taken for the employee's own serious health condition confirming the employee is able to return to work and perform the essential functions of the employee's position, with or without reasonable accommodation. Failure to return certifications in a timely manner may delay restoration to employment or result in termination of employment. Employees are required to provide notice of intent to return to work to the Leaves of absence team within 10 days prior to their return.

**Restoration of Employment.** At the end of FMLA leave, subject to some exceptions including situations where job restoration of "Key Associates" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify Associates if they qualify as "Key Associates," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave. Unless the employee returns to work the first workday following the expiration of approved FMLA qualifying leave, FMLA job restoration rights are lost.



Failure to Return to Work Following FMLA Leave. If the employee does not return to work following the conclusion of FMLA leave, and does not request a leave extension (and, when applicable, provide the required certification justifying the leave extension) and/or fails to satisfy the Company's other requirements for an extension of leave, the Company will provide a notice to the employee that he/she must return to work or risk termination (or be deemed a voluntary resignation) and the employee will be given a reasonable opportunity to respond. If the employee needs a reasonable accommodation in order to return to work, the employee should note that need in his/her response or otherwise notify the Leaves of Absence Team of the need for a reasonable accommodation.

When an employee is deemed to have voluntarily resigned after a failure to return from an FMLA leave, the Company may recover benefits premiums that the Company paid on behalf of the employee during any unpaid FMLA leave, except that the Company's share of such premiums may not be recovered if the employee fails to return to work because of: (i) the continuation, recurrence or onset of either a serious health condition of the employee or employee's family member, or serious injury or illness of a covered service member, which would otherwise entitle the employee to leave under the FMLA or (ii) other circumstances beyond the employee's control. In such cases, the Company may require a completed certification to substantiate the employee's, or the family member's, serious health condition, or the covered service member relative's serious injury or illness, or qualifying exigency.

Compensation and Maintenance of Benefits During FMLA Leave. Leave under the FMLA is unpaid, except as noted below. As with other forms of unpaid leave with the Company, employees will not be compensated for any Company-observed holidays that occur during an FMLA continuous leave of absence.

**Relationship to Paid Time Off and Disability Benefit Payments.** Not all employees are eligible to accrue and use Paid Time Off (PTO). Any references to PTO in this FMLA policy apply only to employees who are eligible for PTO under the terms and conditions of a PTO plan applicable to them.

- 1. Employees will not be eligible to accrue PTO while on unpaid FMLA leave of absence.
- 2. Employees must use any accrued PTO while taking unpaid FMLA leave. The employee's accrued and unused PTO or state and local paid sick leave will be substituted for unpaid leave and run concurrently with the FMLA leave, to the extent permitted by federal and state law.
- 3. For FMLA leave taken due to the employee's own serious health condition, the employee may qualify to receive the payment of benefits under a Short Term Disability (STD) or Long Term Disability (LTD) program for which the employee may be eligible, including state disability programs. Employees may elect to supplement any STD benefit payments with accrued but unused PTO, in accordance with the applicable STD program plan documents. Employees should refer to the applicable STD plan for additional information setting forth the terms, conditions and requirements of any applicable STD benefit program.
- 4. In the event the employee exhausts all PTO and does not qualify for STD benefits, the remainder of the FMLA leave will be unpaid.
- 5. Employees are not able to use any advanced accrued PTO while on an approved leave of absence in accordance with the PTO policy.

For questions related to PTO accrual while on leave or using PTO while on leave, please contact <u>Callcenter@spherion.com</u> or the Company's Leaves of Absence Team.

Relationship to Benefits.



- 1. Retirement Benefits: Vesting in the Spherion Staffing 401(k) and Deferred Compensation Plans will continue in accordance with the applicable plan provisions for employees who are eligible for and enrolled in such plans.
- 2. Health and Welfare Benefits: Employees on FMLA leave will continue participating in any Company Health and Welfare benefits in which they were participating prior to the commencement of the leave, so long as the employee portion of the premium payment is remitted to the Company in a timely manner.
- a. If the employee receives PTO while on FMLA leave, the Company will automatically deduct premium payments for all health and welfare benefits as regular payroll deductions from those payments.
- b. If the employee receives disability benefit payments while on an FMLA or Disability Leave, benefits will automatically deduct for most health and welfare benefits from the disability benefit payment where applicable.
- c. If an employee's leave is unpaid, he or she must continue to pay the employee portion of the group health and welfare premium payments during the period of leave through a "pay-as-you-go" method.

Prohibition of Discrimination and Retaliation. The Company strictly prohibits discrimination or retaliation against employees because of their exercise, or attempted exercise, of rights under this policy and/or the FMLA. Employees who believe that their rights have been violated or that they have been discriminated or retaliated against for exercising, or attempting to exercise, their rights under this policy are required to report such belief to their manager (in the case of Associates) or their Company Representative (in the case of Flexible Employees) and/or to Employee Relations (Callcenter@spherion.com) immediately. Alternatively, employees may report a complaint through the Company's Misconduct Reporting Procedures:

• Integrity Line: 1-866-250-6706

Webpage: https://www.speakupfeedback.eu/web/spherion/us

Access Code: 57728 (needed for both phone and web)

**Prohibition of Alternative Employment During FLMA Leave.** Unless otherwise permitted by state law, engaging in gainful employment during an FMLA leave of absence is prohibited and will result in termination of employment as well as liability for reimbursement to the Company of any premium payments that were made on the employee's behalf during the FMLA leave.

**Additional Information.** For further information or clarification about FMLA leave, please contact the Leaves of Absence Team and/or refer to the 'Employee's Guide to The Family and Medical Leave Act' at <a href="https://www.dol.gov/whd/fmla/employeeguide.pdf">https://www.dol.gov/whd/fmla/employeeguide.pdf</a> or contact the Leaves of Absence Team to request a copy. A copy can also be found on Spherion NetWORK.

#### 8.2 DISABILITY COVERAGE

**Short-term disability.** When your own short-term disability (STD) prevents you from working, you may be eligible for payment or partial payment of STD benefits due to the STD. Please reference your STD plan documents for additional information regarding the terms, conditions and requirements of the Company's Short Term Disability program and benefits that may be payable during the STD leave. Alternatively, please contact the Leaves of Absence

<sup>&</sup>lt;sup>3</sup> Health and Welfare Benefits include Medical, Health Savings Account (HSA), Dental, Vision, Life and Accidental Death & Dismemberment (AD&D) insurance for employees and dependents, Short Term Disability (STD), Long Term Disability (LTD), Health Care Flexible Spending Account (HC FSA), Dependent Care Flexible Spending Account (DC FSA), Hospital Indemnity and Critical Illness insurance for employees and dependents, Legal insurance and Employee Assistance Plan (EAP) for those employees who are eligible for and enrolled in such plans.



Team to determine your eligibility. Leave due to a STD will run concurrent with any FMLA leave to which the employee may be entitled.

Long-term disability. Long-term disability (LTD) benefits provides partial income replacement beyond a Short Term Disability leave (and STD benefits), in the event that you become totally disabled from work for longer than 180 days. LTD coverage amounts and eligibility requirements vary based on governing benefit plan provisions. The terms, conditions and requirements of the Company's LTD program and the LTD benefits associated with the program are set forth in the plan documents governing such program. For additional information about the LTD benefit program, please contact the Leaves of Absence Team.

### **8.3 MILITARY LEAVE**

The Company provides eligible employees with Military Leaves of absence pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) (Military Leave). For more information on Military Leave, please refer to 'Your Rights Under USERRA' at

https://www.dol.gov/vets/programs/userra/USERRA Private.pdf or contact the Leaves of Absence Team (see the "Important Contacts" section at the beginning of this policy) to request a copy.

**Eligibility and Purpose of Military Leave.** In accordance with USERRA, the Company grants military leaves of absence to employees for Service in the Uniformed Services. No minimum length of employment with the Company is required before an employee may take time off for Service in the Uniformed Services. For purposes of this policy, the following definitions apply:

- 1. "Service" means the performance of duty on a voluntary or involuntary basis including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, absence from work for an examination to determine a person's fitness for any of the aforementioned types of duty, funeral honors duty performed by National Guard or reserve members, duty performed by intermittent disaster response personnel for the Public Health Service and approved training for this service, and service as an intermittent disaster response appointee of the National Disaster Medical System.
- 2. "Uniformed Services" consist of the U.S. Army, U.S. Navy, U.S. Marine Corps, U.S. Air Force, U.S. Coast Guard, or the Reserves of any such Uniformed Service, as well as the Army or Air National Guard, Commissioned Corps of the Public Health Service, a cadet or midshipman attending a military service academy (the United States Military, Naval, Air Force and Coast Guard Academies), or any other category of persons designated by the President in time of war or emergency.

An employee is only entitled to the rights and benefits provided under this policy if the Service ends in a manner that does not disqualify the employee for rights and benefits under USERRA. Solely by way of example, if an employee is separated with a dishonorable or bad conduct discharge, or is separated under other than honorable conditions, or is separated due to absence without proper authority or as the result of a conviction under court martial, he or she is not entitled to the rights and benefits provided herein.

**Duration of Military Leave.** In order for an employee to enjoy protection under USERRA, the maximum cumulative length of absence for the most recent and all previous Military Leave(s) from the Company must not exceed five (5) years, subject to limited exceptions. The 5-year limit does not include inactive duty training, annual training, involuntary recall to active duty or involuntary retention on active duty, or voluntary or involuntary active duty in support of war, national emergency or certain operational missions.



Employees are not required to begin Service immediately after beginning their Military Leave in order to protect their rights under this policy if, for example, an employee requires additional time to rest or to arrange affairs before reporting for Service.

Notification to the Company of the Need for Military Leave. Employees seeking a Military Leave must provide advanced written or verbal notice (preferably 30 days, when feasible) to their manager (in the case of Associates), Company Representative (in the case of Flexible Employees) or the Leaves of Absence Team (see the "Important Contacts" section at the beginning of this policy) of the need for and dates of such leave, unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. An authorized officer of the relevant uniformed service also may provide notice on behalf of the employee. Other than in cases where these exceptions apply, failure to provide advance notice of leave may result in loss of reemployment rights under USERRA at the conclusion of the leave.

Employees are strongly encouraged to provide the Company with copies of their military orders, training notices, or any other similar documentation such as the annual drill schedule, as soon as available and, if possible, prior to the commencement of the leave.

At the time of notification of the need for leave, employees are not required to decide whether they intend to return to their pre-service employment upon completion of their duty. Employees departing for military service cannot (and will not be asked to) surrender reemployment rights.

Reinstatement Following Military Leave / Notice by Returning Employees. An employee who performs Service in the Uniformed Services for a period of more than five (5) years will not retain employment or reinstatement rights. An employee's failure to provide advance notice to the Company that the employee is leaving the job for Service in the Uniformed Services (unless an exception applies) and/or the employee's failure to timely submit an application for reemployment will also render the employee ineligible for reinstatement.

Subject to certain exceptions (noted below), an employee returning from Service of five years or less shall be reinstated based on the length of the employee's military service. In order to be entitled to reinstatement, an employee must return to work and/or (as applicable) promptly submit an application for reinstatement. Upon an employee's return to work and/or prompt application for reinstatement, an employee will be reinstated in the following manner:

- 1. For Service of 30 days or less.
- a. Reporting to Work. Employee must report to work on the first regularly scheduled workday following the end of service, provided that the employee has had an allowance to travel home from the military duty location and a rest of 8 hours prior to commencing work. If, due to no fault of the employee, timely reporting back to work would be impossible or unreasonable, the employee must report back to work as soon as possible in light of the extenuating circumstances.
- b. <u>Documentation that must be submitted.</u> None required. Simply notify your manager (in the case of Associates) or your Company Representative (in the case of Flexible Employees), or the Leaves of absence team (see the "Important Contacts" section at the beginning of this policy). Although not required, the Company encourages employees to provide the Company with copies of any military orders or similar documentation, if possible under the circumstances.
  - c. <u>Retention.</u> The employee may be discharged with or without cause at any time following



reemployment/reinstatement.

- d. <u>Type of Job upon Reinstatement</u>. The Company will promptly reemploy the employee in the position he or she would have held had he or she remained continuously employed, so long as the employee is qualified for it or can become qualified for it after reasonable efforts by the Company to qualify him or her. If the employee is not qualified for that job and cannot become qualified for it after the Company makes reasonable efforts to qualify him or her, the employee will be returned to the position he or she held before commencing Military Leave. If the employee cannot become qualified for either of the above-described positions, the employee will be reinstated in a position that is the nearest approximation to the above-described positions that the employee is qualified to perform, with full seniority.
  - 2. For Service between 31 through 180 days.
- a. <u>Reporting to Work.</u> Employee must submit an application for reemployment with the Company within 14 days of completion of Service. If submission of a timely application is impossible or unreasonable through no fault of the employee, the application must be submitted on the next first full calendar day when applying for reemployment becomes possible in light of the extenuating circumstances. The application must be submitted in writing to the Leaves of Absence Team and the employee's manager (in the case of Associates) or Company Representative (in the case of Flexible Employees).
- b. <u>Documentation that must be submitted.</u> Prior to or upon reemployment, employee must provide documentation (in the form of active duty orders, military orders or similar documentation) to his or her manager (in the case of Associates) or Company Representative (in the case of Flexible Employees), or the Leaves of Absence Team. The documentation must demonstrate the timeliness of the employee's application for reemployment and must show the length and character of the military service. If documentation is not readily available, the Company will not immediately deny reinstatement, but will require the employee to provide such documentation as soon as it becomes available. If documentation subsequently provided shows that one or more of the requirements for reemployment were not met, the employee will be subject to immediate (but not retroactive) discharge.
- c. <u>Retention / Protection from Discharge.</u> The employee will not be discharged without cause for six (6) months from the date of reemployment/reinstatement.

# d. <u>Type of Job upon Reinstatement.</u>

- i. If the leave is for 90 days or less, the Company will promptly reemploy the employee in the job he or she would have had if he or she remained continuously employed, so long as the employee is qualified for the job or can become qualified after reasonable efforts by the Company to qualify him or her. If the employee is not qualified for the job and cannot become qualified after reasonable efforts by the Company to qualify him or her, the Company will place the employee in the same job he or she held before leaving for military service. If the employee cannot become qualified for either of the above-described positions, the employee will be reemployed in a position that is the nearest approximation to the above-described positions that the employee is qualified to perform, with full seniority.
- ii. If the leave is for 91 days or more, the Company will promptly reemploy the employee in the job he or she would have had if he or she remained continuously employed, or a job of similar seniority, status and pay as long as the employee is qualified for the job or can become qualified after reasonable efforts by the Company to qualify him or her. If the employee is not qualified for the job and cannot become qualified after reasonable efforts by the Company to qualify him or her, the Company will place the employee in the same job he or she held before leaving for military service, or, if qualified, in a position of like seniority, status, and pay. If the employee is not qualified for any such positions, the Company will reemploy the employee in



any other position that most nearly approximates the positions described in this paragraph that the employee is qualified, without loss of seniority.

- 3. For Service greater than 180 days (up to the 5 year cumulative maximum).
- a. <u>Reporting to Work.</u> Employee must submit an application for reemployment no later than 90 days following the completion of Service.
- b. <u>Document that must be submitted.</u> Same as those for Military Leave between 31 and 180 days. See subsection 2(b) above.
- c. <u>Retention / Protection from Discharge.</u> The employee will not be discharged without cause for one year from date of reemployment/reinstatement.
  - d. <u>Type of Job Reemployment.</u> Please see subsection 2(d)(ii) above.

Subject to certain necessary extensions, employees who are hospitalized or convalescing from illness or injuries received or aggravated during military service or training have up to two years from the date of completion of service to return to the Company or apply for reemployment, depending on the length of time required to recover from the illness or injuries.

Reinstatement of Employees with a Service-Connected Disability. An employee who has a disability incurred in or aggravated during military Service, and who (after reasonable efforts by the Company to accommodate the disability) is not qualified due to such disability to be employed in the position of employment in which the individual would have been employed but for the military service, the individual will be reemployed (i) in any other position of equivalent seniority, status and pay for which the individual is qualified or could become qualified with reasonable efforts by the Company; or (ii) if the individual is not qualified to be employed in the position described in (i) above, the individual will be reemployed in a position which is the nearest approximation to such position in terms of seniority, status and pay.

**Exceptions to Reinstatement.** In addition to the employee's failure to provide advance notice that the employee is leaving the job for Service in the Uniformed Services or the failure to apply for reinstatement in a timely manner, an employee is not entitled to reinstatement (as described above) if any of the following conditions exist:

- 1. The Company's circumstances have so changed as to make reinstatement impossible or unreasonable. For example, the Company is not required to reemploy an individual where there has been an intervening reduction in force or facility closing that would have included the individual.
- 2. Assisting the employee in becoming qualified for reemployment would impose an undue hardship on the Company.
- 3. The individual's employment prior to the military Service was merely for a brief, nonrecurring period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period of time.
- 4. An individual is not entitled to reinstatement if the military Service ends in a manner that disqualifies the individual for rights and benefits under USERRA. Solely by way of example, if an individual is separated with a dishonorable or bad conduct discharge, or is separated under other than honorable conditions, or is separated due to absence without proper authority or as the result of a conviction under court martial, he or she is not entitled to reinstatement or any other rights and benefits provided herein.



**Compensation and Coordination of Benefits During Military Leave.** Unless state or local law provides otherwise, Military Leave generally is unpaid. Employees will not be compensated for any Company-observed holidays that occur during a Military Leave.

The following additional rules apply to exempt employees paid on a salary basis (as opposed to hourly) who are on a Military Leave:

- 1. An exempt employee will not be paid a salary for any workweek in which the employee performs no work (*e.g.*, a Military Leave lasting an entire workweek or multiple workweeks in which the employee performs no work).
- 2. If an exempt employee is absent for only part of a particular workweek because of a temporary Military Leave, the Company will not make deductions from the employee's salary for those absences in that workweek, but it will offset any amounts received by the exempt employee as military pay for that workweek against the salary due for that workweek. The exempt employee must provide documentation to the Company enabling the Company to calculate the amount of the offset.

Relationship to Paid Time Off (PTO). At the beginning of any Military Leave, employees may elect, but are not required, to substitute unpaid leave for any PTO benefits which they have accrued but have not yet taken. (As previously noted, not all employees are eligible to accrue and use PTO. PTO only applies to employees who are eligible under a PTO plan applicable to them.) If an employee is still on Military Leave at the end of a calendar year and has not requested to use all of the PTO that was accrued that year, such benefits will be forfeited in accordance with the PTO Policy applicable to such employee, to the extent permissible under applicable law.

## **Relationship to Benefits**

- 3. Retirement Benefits: Vesting in the Spherion Staffing 401(k) and Deferred Compensation Plans will continue in accordance with the applicable plan provisions for employees who are eligible for and enrolled in such plans. Any vested accrued benefits in the retirement plans that the employee was entitled to prior to the period of Military Leave remains intact whether or not the employee chooses to be reemployed following the Military Leave. If the employee receives PTO while on Military Leave, Spherion will automatically deduct the Retirement contributions from those payments.
- 1. Health and Welfare Benefits: Employees on a Military Leave have the option to continue participating in any Company-sponsored health and welfare benefits program in which they were participating prior to the commencement of the leave for up to 24 months, so long as they timely remit their portion of the premium payment to the Company (see Benefit Premiums information below).
- a. If an employee's Military Leave exceeds 24 months, or if after 30 days coverage ends due to non-payment of the employee premiums (whichever occurs first), the employee will be offered the opportunity to elect to continue healthcare coverage under COBRA.
- b. Employees returning to employment following a Military Leave are eligible for healthcare coverage immediately; they are not subject to waiting periods for healthcare coverage that might be required for new-hire employees.

## 2. Benefit Premiums:

- a. If the employee receives PTO while on Military Leave, the Company will automatically deduct premium payments for all health and welfare benefits as regular payroll deductions from those payments.
  - b. If an employee is on an unpaid Military Leave, he or she must continue to pay the employee



portion of the premium payments due during the period of leave.

**Reasonable Accommodations Following Military Leave.** Employees who believe they need a reasonable accommodation pursuant to the Americans with Disabilities Act (ADA) in order to return to work following a Military Leave should notify the Company's Leaves of Absence Team to initiate the ADA interactive process.

Prohibition of Discrimination and Retaliation Following Military Leave. The Company prohibits discrimination or retaliation against employees because of past, current, or future military obligations, or the exercise, or attempted exercise, of any rights under this policy or USERRA. Specifically, no employee will be denied employment, reinstatement, promotion, reemployment, or any other benefit of employment on the basis of past, present or future service obligations. The Company also prohibits retaliation against any employee because such person has taken action to enforce or exercise any USERRA or USERRA-related right or for assisting in a USERRA or USERRA-related investigation. Employees who believe that their rights have been violated under this policy or USERRA should report such belief to Employee Relations (Callcenter@spherion.com) immediately. Alternatively, employees may report a complaint through the Company's Misconduct Reporting Procedures:

• Integrity Line: 10866-250-6706

Webpage: <a href="https://www.speakupfeedback.eu/web/spherion/us">https://www.speakupfeedback.eu/web/spherion/us</a>

• Access Code: 57728 (needed for both phone and web)

**Other Leaves Mandated By State or Local Laws.** Employees may be eligible for paid sick leave or other forms of paid or unpaid leave under applicable state and local law. For more information about the types of additional leave for which employees may be eligible, please contact the Leaves of Absence Team.

# 8.4 REASONABLE ACCOMMODATIONS FOLLOWING LEAVE & ADDITIONAL AMERICANS WITH DISABILITIES ACT (ADA) CONSIDERATIONS

The Company is committed to providing equal employment opportunities to qualified individuals with disabilities and, once made aware of their disabilities, will provide reasonable accommodations to enable qualified disabled applicants and employees to perform the essential functions of the job, provided that the accommodations do not cause undue hardship to the Company or its client's business. If you are on a leave of absence and believe that you need a reasonable accommodation in order to return to work and perform the essential function of your position, please contact the Leaves of Absence Team (see the "Important Contacts" section at the beginning of this policy) to initiate the reasonable accommodation request process. You may be asked to complete a form to facilitate the reasonable accommodation process and assist the Company in evaluating the request. The Company will work with each individual to define the individual's job-related needs in an attempt to accommodate those needs.

Bona fide and approved leave provided to an employee as a reasonable accommodation under the Americans with Disabilities Act (ADA) may be treated as an exception to or exempt from the Company's leave of absence policies. All requests for leave as a reasonable accommodation will be considered on a case-by-case basis, in accordance with applicable law. In all instances, the ultimate decision as to a particular accommodation will be made by the Company.

#### 8.5 JURY AND WITNESS DUTY LEAVE

The Company recognizes that employees may occasionally be called to serve as jurors or subpoenaed to appear as witnesses in legal proceedings. The Company encourages employees to fulfill these civic duties and will grant time off for this purpose. In the event an employee works in a state or city where applicable law provides more generous terms



and conditions for jury and/or witness duty leave, the more generous law shall govern the employee's entitlement to leave.

Notification to the Company of the Need for Jury or Witness Duty Leave. Employees are required to provide their manager (in the case of Associates) or Company Representative (in the case of Flexible Employees) with notice of the need to take time off to serve as a juror or witness, including the date when such service will begin, as soon as they become aware of it. The Company reserves the right to require employees to provide a copy of their jury summons or witness subpoena. Upon returning to work, employees may be required to provide proof of their service as a juror or witness to their manager or Company Representative. Failure to provide such notification to the Company or to comply with requests from the Company may result in disciplinary action and/or the forfeiture of time off, or of paid time off, under this Section.

**Duration of Jury or Witness Duty Leave.** Generally, employees who are called to jury duty or to serve as a witness will be granted time off to fulfill such obligations. Under extraordinary circumstances, such as when an employee's absence due to service as a witness or juror would be severely detrimental to the operations of his or her department or the Company or its client's business, the Company reserves the right to request postponement of the jury or witness service. If an employee who is granted time off for jury or witness duty is excused for any full day during the jury or witness service, he or she is required to report to work that day. Employees who are released early from jury or witness duty and can work for at least three (3) hours must do so.

**Compensation During Jury or Witness Duty Leave.** Unless state or local law provides otherwise, Flexible Employees will not be paid for absences in connection with their service as a juror or witness.

#### 8.6 BEREAVEMENT LEAVE

Notification to the Company of the Need for Bereavement Leave. Notification of a need for bereavement leave and an expected date of return must be provided, at least verbally, to the employee's manager (in the case of Associates) or Company Representative (in the case of Flexible Employees) as soon as the need for leave is known. The Company reserves the right to require employees to put their request in writing and/or provide documentation supporting the need for the leave (i.e., a death certificate, obituary, etc.). Failure to give verbal or, if requested, written notice, or to provide requested verification, may result in the forfeiture of time off or, if applicable, paid time off under this policy.

**Compensation During Bereavement Leave.** Unless otherwise required by applicable law, Flexible Employees will not be paid for absences due to the death of a family member.

## **8.7 OTHER LEAVE REQUESTS**

Please contact your manager and the Leaves of Absence Team to discuss requests for a leave of absence that is not covered within this policy.

## **SECTION 9: PROPERTY/RESOURCES**

#### 9.1 COMPANY/CLIENT PROPERTY

All property, equipment, and materials supplied to you by the Company or its client ("Property") are deemed to be the Property of the Company or its client and not your personal property. This Property includes, but is not limited to, Resources (defined below), badges, access cards, keys, office supplies, office equipment, and office furniture. Property



also includes documents, data, certain inventions, certain copyrightable works of authorship, confidential information, and trade secrets.

Reasonable Care of Property. Flexible Employees are expected to demonstrate an appropriate level of care and security for all Property used. This also includes any property or materials the client may entrust you with in the performance of your work assignment. Under no circumstances should Property be left in personal vehicles (even if locked), or any unsecured location. If any Property is damaged, lost or stolen, Flexible Employees must report it to their Company Representative and client manager. Should you choose to bring personal items into the workplace, the Company takes no responsibility for such personal items.

## 9.2 COMPANY/CLIENT RESOURCES

The term "Resources" includes telecommunications equipment, telephones, facsimiles, voice messaging systems, computers, laptops, wireless devices (such as cell phones), RIM wireless modems, personal digital assistants, pagers, file servers, software, hardware, email, electronic messaging, internal and external communication networks (Internet, Intranet) belonging to the Company or its client, and/or that are accessed from the Company or its client's computer facilities. Resources are made accessible to Flexible Employees to facilitate the performance of their duties. Such Resources must be used lawfully and for a business-related purpose. Flexible Employees must follow any client guidelines concerning personal use of Resources. If no guidelines are provided, Resources should not be used for personal use except in rare circumstances.

**Email, Data and Password Security:** You should not open email attachments or click on links received from unknown or unsolicited senders. You are expected to maintain the confidentiality, availability and integrity of sensitive Company and client data by following all applicable guidelines on data access and security. You are not authorized to copy or transmit client data to a third party, including to the Company. Keep passwords secure and do not share account information. Report to your Company Representative or client manager any incidents of which you are aware concerning actual or potential damage to Resources.

Privacy: Flexible Employees do not have a right or expectation of privacy or confidentiality as it pertains to any Resources, or in any material created, sent, received, stored, downloaded, transmitted, printed, copied, posted, displayed, or accessed by use of the Resources, unless granted by applicable law. The Company and our client companies have and reserve the right to access, enter, search, inspect, monitor and disclose the contents of any Flexible Employee's transmissions, files or messages at any time for inappropriate or illegal use, security concerns, network management or other business reasons without notice to the Flexible Employee. The Company (and likely all client companies) has software and systems in place that can monitor and record usages. Upon request, Flexible Employees must disclose any passcodes required to access such Resources. Flexible Employees do not have a right or expectation of personal privacy or confidentiality in the Resources or in any material created, sent, received, stored, downloaded, transmitted, printed, copied, posted, displayed, or accessed by use of the Resources, unless otherwise mandated by law. By using the Resources, Flexible Employees expressly consent to these terms.

**Unacceptable Use:** Under no circumstances are Flexible Employees authorized to engage in any activity that is illegal under applicable law while utilizing Company or client-owned Resources. Examples of unacceptable use include, but are not limited to:

- a. Unauthorized Use: Flexible Employees may not use Resources, copy software or take Resources, such as equipment or hardware, without the express permission of the Company or the client (as applicable).
- b. Hacking: Flexible Employees may not exploit any vulnerability, install hacking tools, use unauthorized



passwords, run scans or perform any activity that compromises the Resources.

- c. Unauthorized Software or Hardware: Flexible Employees are not authorized to install and use any software or hardware on any Resources, except as instructed by a client manager or Company Representative.
- d. Cameras: Flexible Employees are not authorized to take photos at client sites, even with permission of the client. This restriction includes a camera built into your cell phone.
- e. Inappropriate Information: Flexible Employees may not use Resources to send, download, store, create, receive or forward any items that contain fraudulent, harassing, discriminatory, embarrassing, defamatory, pornographic, indecent, profane, obscene, intimidating, hateful, derogatory, sexual or otherwise offensive or inappropriate language, pictures, sounds or materials.

## 9.3 NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION

Flexible Employees may not misuse or make unauthorized disclosures of non-public, confidential information (including trade secrets) that is acquired during the course of employment with the Company. The confidential information of the Company and its clients should be held in trust and confidence, not disclosed to any third party, and only used for the advancement of the Company and/or client's interests, either during employment or following termination of employment for any reason. Examples of confidential information include, but are not limited to, non-public, proprietary details about the Company and/or its client's strategies, operational plans, pricing, financial information and forecasts, personnel information, payroll information, personally identifiable information, protected health information and trade secrets. No copies, abstracts or summaries of such materials may be made except for use in performing duties for the Company or its client. Any such materials must be returned to the Company prior to leaving the Company.

Notwithstanding these examples of confidential information, Flexible Employees may engage in communications protected by the National Labor Relations Act concerning wages, benefits, hours and other terms and conditions of employment without violating this policy.

# 9.4 RETURN OF PROPERTY UPON TERMINATION OR REQUEST

Upon request by the Company or its client, at any time, and in any event upon termination of an assignment with a client or the Flexible Employee's employment with the Company for any reason, Flexible Employees shall promptly deliver to the Company all Property within their possession or control. If any Property belonging to the Customer or the Company is not returned, you will be subject to any and all remedies available under applicable law for the recovery of such Property. At a minimum, you will be responsible for replacement value of any Property not returned.

## 9.5 PERSONAL DEVICES AND PROPERTY

The Company does not require Flexible Employees to acquire, maintain or use personal cell phones, electronic devices, data or Internet accounts, or other personal property ("Personal Property") as a term or condition of their employment. The Company or its client will provide you with any Property (defined in Section 9.1) needed to perform your work. However, if you believe the use of your Personal Property is necessary or more convenient, or if you are asked by a client to use your Personal Property to perform work, promptly seek authorization from your Company Representative before using Personal Property for work-related purposes.

If your Company Representative provides authorization to use Personal Property for work-related purposes, he/she will explain the scope of the authorization, including the limited work-related tasks that may be performed using the Personal Property. All policies in this Handbook apply to any such work-related use of Personal Property, including



policies prohibiting harassment and discrimination and policies requiring non-exempt Flexible Employees to record all time worked for the Company or its client. If you are authorized to use your Personal Property for work-related purposes, you may be eligible for reimbursement of necessary and reasonable expenses to the extent required by applicable law, policy or agreement with the Company.

#### SECTION 10: TERMINATION OF ASSIGNMENT OR EMPLOYMENT

The end of a contract assignment with the Company does not necessarily terminate your employment with the Company.

## 10.1 UNEMPLOYMENT ELIGIBILITY

A weekly payment, established by state and federal law, may be paid to eligible, former Flexible Employees until reemployed, until the maximum benefits have been paid, or until discontinued for other valid reasons. All decisions about eligibility for unemployment insurance rest with the applicable state agencies. The Company will provide the details of a termination and the State Employment Division will make the determination about unemployment benefits.

Unless otherwise required by applicable state law, you must notify your Company Representative of the end of an assignment within twenty-four hours of its end date, and thereafter, of your availability to accept another assignment from the Company on at least a weekly basis. Failure to notify the Company of an assignment end and/or failure to regularly report your availability for work may affect your entitlement to unemployment benefits. Also, you are never under any obligation to accept a position offered by the Company; however, if you turn down an assignment that is comparable to a previous assignment, the refusal may jeopardize your entitlement to unemployment benefits.

# 10.2 BENEFIT CONTINUATION UPON TERMINATION

On the day you terminate employment, your coverage, if any, under the Company Health and Welfare Benefit Program will terminate in accordance with the Plan provisions.

- Group health coverage may be continued through COBRA. Refer to the Summary Plan Description (SPD) for details on continuing your coverage under COBRA or contact Benefits at (855) 594-6213.
- Basic Life and the Voluntary Life Insurance (if enrolled prior to termination) may be converted to individual life
  insurance policies by contacting the insurance carrier within 31 days of their termination date. Upon
  conversion, the Flexible Employee is then responsible for making premium payments (as determined by the
  insurance company) and any other associated costs directly to the carrier. Refer to the SPD for additional
  details on your conversion rights or contact the Benefits Department at (855) 594-6213.

For information on all other Plans in which you may have participated, refer to the SPD for details.

#### 10.3 REHIRE

When employment with the Company has been terminated either voluntarily or involuntarily, Flexible Employees may still be eligible for rehire by the Company. Flexible Employees who wish to be considered for reemployment must reapply as an external applicant for open positions. A former Flexible Employee whose employment was terminated by the Company due to violation of Company policy, misconduct, dishonesty, insubordination, or who is contractually barred from reemployment with the Company or who breached a contract with the Company, may be ineligible for rehire in the sole discretion of the Company.



Former Flexible Employees are not necessarily given priority or special consideration over candidates who did not previously work for the Company. All hiring decisions are made on the basis of legitimate, non-discriminatory, non-retaliatory, business-related criteria in order to select the most qualified candidates for available positions.

#### 10.4 EMPLOYMENT VERIFICATION AND REFERENCES

**Employment and Wage Verification**. All requests from outside organizations for employment references and verification of employment must be referred to The Work Number. This service provides employment and salary information through their website, <a href="https://www.theworknumber.com">www.theworknumber.com</a>, or by phone to verifiers immediately upon request. The Work Number will only provide position, employment status, and date(s) of service. Salary information will be verified only if you provide a salary key to the organization seeking to verify that information. The Work Number will not provide any information prior to January 1, 1999.

Visit www.theworknumber.com. Follow the prompts to obtain that information and use the appropriate Company code: Spherion (10998). For years prior to 2012, SFN Group/Mergis/Source Right/Tatum (10480)

Personal or Other References. The Company does not provide verbal or written references, unless otherwise required by law. You may choose to ask your Company Representative or other colleague to provide a reference for you. Individuals may personally choose to provide these references for you, but this is at the individual's discretion. If they do so, they are not acting as representatives of the Company. Individual Flexible Employees or managers may provide their own references, but these are personal references and do not reflect the Company's position. They are not provided within the scope of the Flexible Employee's or manager's employment with the Company, and they may not be written on Company letterhead.

**Personnel Records.** The employment records compiled and maintained by the Company about its Flexible Employees belong to the Company. Except where otherwise required by state law or court order, current or former Flexible Employees, or third parties designated by current or former Flexible Employees, may not review or obtain copies of these records. If you have any questions about whether you may review your personnel file, please contact your Company Representative or Employee Relations.

## **SECTION 11: KEY CONTACTS**

Spherion's mailing address: Spherion, One Overton Park, 3625 Cumberland Boulevard, Suite 600, Atlanta, GA 30339.

Aetna (Health and Medical): (866) 922-1899

Benefits: (855) 594-6213 / Callcenter@spherion.com / sphlicensebenefits@spherion.com

Cigna: (800) 244-6224 / www.mycigna.com

Employee Relations via the Human Resources Support Center: (877) 601-7453 or Callcenter@spherion.com

Health Advocate (EAP Provider): (877) 240-6863 / www.healthadvocate.com/randstadexternals.

Misconduct Reporting: (866) 250-6706 / <a href="https://www.speakupfeedback.eu/web/spherion/us">https://www.speakupfeedback.eu/web/spherion/us</a> (Access code: 57728, needed for both phone and web)



Payroll: Contact your Spherion Representative or (888) 218-4417 or <a href="mailto:callcenter@spherion.com">callcenter@spherion.com</a>

Press Hotline: (800) 234-4610 or Marketing@spherion.com

ReedGroup (to apply for FMLA/disability): (855) 249-6323

Risk Management Hotline: (800) 821-6909

The Work Number: (800) 367-5690 / (800) 424-0253 (TTY) / <a href="www.theworknumber.com">www.theworknumber.com</a> / Follow the prompts to obtain the information and use the appropriate Company code: Spherion (10998). For years prior to 2012, SFN Group/Mergis/Source Right/Tatum (10480).



#### Addenda

#### EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

**Leave Entitlements.** Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

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

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

**Benefits & Protections.** While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

**Eligibility Requirements.** An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:



- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

**Requesting Leave.** Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

**Employer Responsibilities.** Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

**Enforcement.** Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

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.

For additional information or to file a complaint: (866)-487-9243 TTY: (877) 889-5627 www.dol.gov/whd

#### CALIFORNIA HANDBOOK ADDENDUM

## **CALIFORNIA FAMILY RIGHTS ACT**

Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with the Company and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse. While the law provides only unpaid leave, employees may choose or the Company may require use of accrued paid leave while taking CFRA leave under certain circumstances.

<sup>\*</sup>Special "hours of service" requirements apply to airline flight crew employees.



Even if you are not eligible for CFRA leave, if you are disabled by pregnancy, childbirth or a related medical condition, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement—for pregnancy disability it is to the same position and for CFRA it is to the same or a comparable position—at the end of the leave, subject to any defense allowed under the law.

If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you a leave for pregnancy disability or for your own serious health condition. We also may require certification from the health care provider of your child, parent, or spouse, who has a serious health condition, before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact Benefits at 855-594-6213 or sphlicensebenefits@spherion.com.

#### CALIFORNIA: YOUR RIGHTS AND OBLIGATIONS AS A PREGNANT EMPLOYEE

If you are pregnant, have a related medical condition, or are recovering from childbirth, **PLEASE READ THIS NOTICE**.

California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.

Your employer has an obligation to:

- Reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- Transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
- Provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would
  work in one-third of a year or 17 1/3 weeks) and return you to your same job when you are no longer disabled
  by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you
  from non-leave related employment actions, such as a layoff.
- Provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code.



## For pregnancy disability leave:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
- Once your employer has been informed that you need to take PDL, your employer must guarantee in writing
  that you can return to work in your same position if you request a written guarantee. Your employer may
  require you to submit written medical certification from your health care provider substantiating the need for
  your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.
- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four month entitlement to leave.
- Your leave will be paid or unpaid depending on your employer's policy for other medical leaves. You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation or other paid time off during your PDL.
- Your employer may require or you may choose to use any available sick leave during your PDL.
- Your employer is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact your employer for details.
- If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

# Notice Obligations as an Employee

Give your employer reasonable notice. To receive reasonable accommodation, obtain a transfer, or take PDL, you must give your employer sufficient notice for your employer to make appropriate plans. Sufficient notice means 30 days advance notice if the need for the reasonable accommodation, transfer, or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, your employer may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame your employer requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. Your employer must provide at least 15 calendar days for you to submit the certification. See your employer for a copy of a medical certification form to give to your health care provider to complete.



**PLEASE NOTE** that if you fail to give your employer reasonable advance notice or, if your employer requires it, written medical certification of your medical need, your employer may be justified in delaying your reasonable accommodation, transfer, or PDL.

#### SUPPORT OF NURSING MOTHERS POLICY: CA ADDENDUM

This California Addendum to the Support of Nursing Mothers Policy (the "Policy") applies only to employees in California ("Employees"). Employees who wish to express breast milk at work will be provided a reasonable amount of break time each time the employee has the need to express milk. This break time shall, if possible, run concurrently with any meal or rest break time already provided to the employee. Break time for an employee that does not run concurrently with rest break time shall be unpaid.

Employees will be allowed to use a room or other location (not a bathroom) in close proximity to the employee's work area to express breast milk. This location will be clean, private, free of hazardous materials, equipped with electricity, and free from intrusion while the employee is expressing milk. It will contain a place for the employee to sit, as well as a surface to place a breast pump and personal items. Employees will also have access to a sink and a refrigerator (for storing expressed milk) in close proximity to the employee's work area. Where a multipurpose room is used for lactation purposes, the use of the room for lactation shall take precedence over other uses, but only for the time it is in use for lactation purposes.

Employees who wish to express breast milk at work may make such request to <u>Callcenter@spherion.com</u>. HR can answer any questions the employee has about the Company's lactation accommodation policies and procedures. The Company will promptly respond to lactation accommodation requests.

Employees have the right to file a complaint with the Labor Commissioner for any violation of their right to express breast milk at work. Should you have any questions regarding this Lactation Accommodation Policy, please contact Kevin Hostetler at (770) 937-7084.

## MEAL AND REST PERIOD POLICY (CALIFORNIA)

In California, the Company maintains this Meal and Rest Period Policy which authorizes and permits paid rest periods and provides unpaid meal periods for its non-exempt employees (both external Flexible Employees and internal Associates). You may direct questions about this Policy to the HR Support Center at <u>Callcenter@spherion.com</u> or 888-218-4417, or Flexible Employees may contact their Company Representative and Associates may contact their manager.

#### **Rest Periods**

If you work at least 3.5 hours in a day, the Company authorizes and permits you to take at least a 10-minute paid, uninterrupted, duty-free rest period for every 4 hours worked or major fraction thereof. This means that you are authorized and permitted to take one at least 10-minute rest period if you work between 3.5 and 6 hours in a day; a second at least 10-minute rest period if you work more than 6 hours and up to 10 hours in a day; and a third at least 10-minute rest period if you work more than 10 hours and up to 14 hours in a day, and so forth. Rest periods should be taken as close as possible to the middle of each 4-hour period of time worked. During all rest periods, you are prohibited from performing any work or work-related duties (including being "on call"), but you are permitted to leave the Company or the client's premises.

#### **Meal Periods**

If you work more than 5 hours in a day, the Company provides at least a 30-minute unpaid, uninterrupted, duty-free meal period that must start before you work more than 5 hours. If you work more than 10 hours in a day, the Company provides you with at least a second 30-minute unpaid, uninterrupted, duty-free meal period that must start before you work more than 10 hours. During all meal periods, you are prohibited from performing any work or work-related duties (including being "on call"), but you are permitted to leave the Company or client's premises.



Employees may be permitted to voluntarily waive their meal period on days that they work more than 5 hours, but no more than 6 hours. Employees also may be permitted to voluntarily waive their second meal period on days that they work more than 10 hours, but no more than 12 hours if the first meal period was not waived. In addition, certain Flexible Employees working in the health care industry may be permitted to waive one of their two meal periods on days that they work more than 10 hours, and such waivers are not subject to the 12-hour cap. Employees who wish to waive their meal periods should obtain a Meal Period Waiver form from the HR Support Center, or Flexible Employees may contact their Company Representative and Associates may contact their Company manager for the form.

## **Limitations on Rest and Meal Periods**

Rest and meal periods may not be accumulated from day to day or combined on the same day. Rest and meal periods also may not be used at the beginning or end of the work day, or added to other rest or meal period(s), or used to make-up time due to tardiness or other missed work.

# **Recording and Reporting Requirements**

You must record your meal period(s) each day - when you actually start your meal period and when you actually end your meal period. The Company will presume that you were provided meal periods and authorized and permitted to take rest periods consistent with this Policy, unless you inform the Company in writing of a missed, short, late or interrupted meal or rest period (an "exception") within 7 calendar days. You must provide written notice of the exception to your Company Representative (for Flexible Employees), Company manager (for Associates) or the HR Support Center. Any meal or rest period exception will then be promptly addressed with you. The Company will not tolerate retaliation against you for requesting or taking a meal or rest period, reporting a meal or rest period exception, or reporting any violation of this Policy. If you experience any such retaliation or are discouraged in any way from taking a meal or rest period consistent with this Policy, you must report it to your Company Representative (for Flexible Employees), Company manager (for Associates), or the HR Support Center, and your report will be investigated.

Any failure to comply with this Policy may be grounds for discipline, up to and including termination of employment.

## **CALIFORNIA CONSUMER PROTECTION ACT OF 2018**

Under the California Consumer Protection Act of 2018 ("CCPA"), California employees have the right to request access to certain personal data collected by Spherion. Any requests to exercise your rights to your personal information under the CCPA should be submitted using Spherion's electronic request form.

#### CALIFORNIA BUSINESS EXPENSE REIMBURSEMENT

The Company reimburses California Flexible Employees for all necessary expenses incurred in the direct consequence of performing duties for the Company or its client. Prior to incurring any such expenses, you must contact your Company Representative to obtain authorization. Your Company Representative will determine whether the expense is necessary and reasonable and complies with other Company policies. For example, while mileage not part of your regular commute and other local and long distance travel may be reimbursable, such travel is a restricted task that requires your Company Representative to first obtain approval under a separate policy. Other examples of expenses for which you must seek authorization from your Company Representative prior to incurring include, but are not limited to, the purchase of uniforms and personal protective equipment, and the use of personal cell phones and other electronic devices. Please also refer to Section 9.5 Personal Devices and Property in this Handbook.



Pursuant to the <u>Flexible Employee - Business Expense Reimbursement Policy</u>, you are expected to timely request reimbursement by following the reimbursement instructions provided to you by your Company Representative. If you have not received any specific instructions from your Company Representative regarding how to obtain expense reimbursement on your assignment, complete a Flexible Employee Business Expense Report (available from Appendix A to the <u>Flexible Employee - Business Expense Reimbursement Policy</u>) and submit it to your Company Representative. You must submit substantiating documentation of the reimbursable expenses to your Company Representative.

If you believe your actual reimbursable expenses exceed the amount reimbursed to you by the Company, you may contact the HR Support Center at 1-888-218-4417 or <u>Callcenter@spherion.com</u>.

## SAN FRANCISCO PAID PARENTAL LEAVE NOTICE

If you take time off work to bond with a new child, you may be eligible for San Francisco Paid Parental Leave supplemental compensation from your employer in addition to your weekly benefit from the California Paid Family Leave program.

# Are you eligible?

- Have you worked for your employer for 6 months (180 days)?
- Do you work a minimum of 8 hours per week and 40% of your hours in San Francisco?
- Are you receiving California Paid Family Leave benefits to bond with your new child?

**Duration:** Up to 6 weeks.

**Amount:** San Francisco employer pays the difference between your weekly benefit from the California Paid Family Leave (PFL) Program and 100% of your normal gross weekly wages (up to a cap). For more information, visit <a href="https://www.sfgov.org/pplo">www.sfgov.org/pplo</a> or call (415) 554-4190.

# CALIFORNIA EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-HARASSMENT POLICY

**Equal Employment Opportunity.** Spherion (the "Company") is committed to equal employment opportunity for all qualified persons and prohibits discrimination on the basis of any protected characteristic. It is the policy of Spherion to make all employment-related decisions based upon merit and without regard to race, color, sex, age, religion, national origin, ancestry, pregnancy (includes related medical conditions, breastfeeding), disability, medical condition, citizenship, genetic information, veteran status, service in the uniformed services, sexual orientation, gender identity/expression or any other classification of an individual or that individual's associates or relatives protected by federal, state or local law. This commitment applies to all Spherion's employment practices and policies, including those related to recruiting, hiring, compensation, benefits, training, transfers, promotions, terminations, layoffs and recalls. If you believe that you or any other person has suffered discrimination as to any term or condition of employment contrary to this policy, please immediately follow the complaint reporting procedures explained below.

In addition, Spherion has identified and implemented certain steps designed to enable us to attract and maintain a diversified workforce.

**Workplace Harassment**. The Company is committed to providing a work environment free of unlawful harassment. Harassment based on an individual's race, color, sex, age, religion, national origin, ancestry, pregnancy (includes related medical conditions, breastfeeding), disability, medical condition, citizenship, genetic information, veteran status, service in the uniformed services, sexual orientation, gender identity/expression or any other classification of an



individual or that individual's associates or relatives protected by federal, state or local law is strictly prohibited and will not be tolerated at the Company. This prohibition includes harassment in any workplace setting including conferences, work-related activities/ social events, and work-related trips. This prohibition also includes unlawful harassment from managers, coworkers and non-employees with whom the Company employees have a business or professional relationship, including by not limited to vendors, clients and client employees.

Prohibited harassment includes, but is not limited to, verbal or physical conduct that shows hostility toward an individual, epithets, abusive language, comments, slurs, jokes, displays, innuendos, cartoons, pranks or physical harassment which are based on an individual's protected class membership or an individual's participation in activities identified with or promoting the activities of a protected group and that create an intimidating, hostile or offensive working environment.

Sexual harassment includes, but is not limited to, the types of prohibited harassment identified above, as well as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct that is based on an individual's sex or is of a sexual nature. Sexual harassment exists when any of the following occur or are present:

- 1. Submission to such conduct is made with explicitly or implicitly a term or condition of employment;
- 2. Submitting to or rejection of such conduct is used as the basis for employment decisions; and
- 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or performance or creating an intimidating, hostile or offensive working environment.

Complaint Reporting Procedure. The Company encourages and expects every employee to report incidents of discrimination or harassment whether they are directly involved or merely a witness. Any employee who believes that he or she is being subjected to discrimination or harassment, believes that his or her employment is being adversely affected by such conduct, or believes that he or she has witnessed such conduct should immediately report these concerns to his or her supervisor, manager or by contacting the Human Resources Department at 1-888-726-3782, Ext. 16700. Supervisors and managers are required to report misconduct violating this policy to Human Resources at the number listed above or directly to the HR business partner supporting your business. All reports of such conduct will be treated seriously, documented and tracked appropriately and investigated promptly and effectively. To that end, parties involved in the situation (including the reporting party, anyone identified as the target of the behavior (if different than the reporting party) and anyone who allegedly violated this policy will be offered an opportunity to be interviewed or to otherwise respond to a report under this policy. Complaints and information disclosed in investigations will be kept reasonably confidential and disclosed on a need-to - know-basis. Employees are protected from retaliation for submitting a complaint or cooperating in an investigation of possible violations truthfully and in good faith. If you believe that you or any other person has suffered retaliation, please immediately follow the complaint reporting procedures stated above. Based on the outcome of the investigation, the Company will take timely appropriate action to address any discrimination and harassment or other violations of company policy. Actions taken can include appropriate discipline for violating this policy up to and including termination, reassignments, changes in reporting relationships, training and other steps to stop violations from occurring.

For serious violations of law or policy that you do not believe can be addressed with local management, the Company has put in place a Misconduct Reporting Procedure, which includes the following reporting mechanisms:

Integrity Line: 1-866-250-6706;

Webpage: <a href="https://www.speakupfeedback.eu/web/spherion/us">https://www.speakupfeedback.eu/web/spherion/us</a> Access Code: 57728 (needed for both phone and web). Please refer to your employee handbook for additional information.



#### **COLORADO HANDBOOK ADDENDUM**

# DRUG AND ALCOHOL POLICY: BOULDER, COLORADO ADDENDUM

This Boulder, Colorado Addendum to the Drug and Alcohol Policy (the "Policy") applies only to applicants and employees in Boulder, Colorado ("Applicants" and "Employees"). The Company administers its Policy for Applicants and Employees in accordance with the Boulder, Colorado ordinance, copy provided below. Therefore, notwithstanding any provision to the contrary in the Policy:

- Employees shall not be subject to random drug testing.
- Employees are subject to post-accident drug and/or alcohol testing only if the Company has reasonable suspicion that an Employee is under the influence of drugs or alcohol or his/her performance is currently adversely affected by the use of drugs or alcohol.
- Employees are subject to return-to-duty and follow-up drug and/or alcohol testing only if an Employee agrees to such testing as part of an employee assistance program after a determination by the Company or an admission by the Employee of prior drug use or alcohol abuse.
- No one shall be directly observed as they provide urine specimens.
- Applicants and Employees, upon request to Employee Relations or their Company Representative, shall be
  provided with copies of their positive test results, and may contact the Medical Review Officer again to submit
  information in writing explaining such results.
- Applicants and Employees, upon request and at their expense, may have an untested portion of their original specimen tested by a laboratory certified by the Substance Abuse and Mental Health Services Administration.
- Test results may not be disclosed to anyone except the applicant or employee or a third party designated by the applicant or employee, the Company's employees on a need-to-know basis, or as required by law.

If Applicants or Employees have any questions, they should contact Employee Relations or their Company Representative.

## Boulder, Colorado Ordinance - Human Rights - Chapter 12-3 Drug Testing

#### 12-3-2 Post-Employment Drug Testing Requirements

Except as provided in <u>section 12-3-4</u>, "Exemptions," B.R.C. 1981, no employer shall request or require from an employee any urine, blood, or other bodily fluid or tissue test for any drug or alcohol or determine an employee's eligibility for promotion, additional compensation, transfer, disciplinary, or other personnel action, or the receipt of any benefit, based in whole or in part on the result of such test, unless all of the following conditions are met:

- (a) At the time of the request or requirement, the employer has individualized reasonable suspicion, based on specific, objective, clearly expressed facts, to believe that the employee is under the influence of a drug or alcohol on the job, or his or her job performance is currently adversely affected by use of a drug or alcohol, or the employee has agreed to the test as a part of an employee assistance program after a finding or admission of prior drug or alcohol abuse;
- (b) Prior to the administration of any drug or alcohol test, the employer adopts a written testing policy and makes it available to all employees. But a copy need not be provided directly to each employee, so long as a copy is made avail-able freely for inspection by employees at any reasonable time during working hours, without personal identification of the employees. Such testing policy must, as a minimum, set forth all of the following information:
  - 1. The employees subject to testing under the policy;
  - 2. The circumstances under which drug or alcohol testing may be requested or required;
  - 3. The right of an employee to refuse to undergo drug or alcohol testing and the consequence of refusal;
  - 4. Any disciplinary or other personnel action that may be taken based on a confirmatory test verifying a positive test result on an initial



screening test;

- 5. The right of an employee to obtain, immediately upon request to the employer's custodian thereof, a copy of all records maintained of his or her initial positive confirmatory test results, and to submit written information explaining any such results;
- 6. Any other appeal procedure available; and
- 7. A copy of this chapter.
- (c) The collection of any urine specimen is accomplished without direct observation of the genitals by any person other than the employee being tested;
- (d) A sufficient specimen is collected to perform two tests, and the one untested specimen is maintained until a negative test result is obtained, or, in case of a positive result, for a period of not less than one year following the date on which the specimen is collected;
- (e) No portion of any specimen is tested for pregnancy, and except for pre-employment physicals, no portion of any specimen is examined for evidence of any other medical condition, other than for the presence of alcohol or drugs;
- (f) The collection, storage, and transportation of the specimen is accomplished in tamper-proof containers;
- (g) Chain-of-custody documentation identifies how the specimen was handled, stored, and tested, at all times;
- (h) Positive test results are confirmed by means of gas chromatography/mass spectrometry or an alternate method of equal or greater sensitivity and accuracy;
- (i) The employer permits the employee, at the employee's request and expense, to contract with a laboratory meeting the National Institute of Drug Abuse Standards to have a second confirmatory test per-formed on an untested portion of the original specimen, subject to the same chain-of-custody assurances provided for the original test; and
- (j) The release of the test results is prohibited, except as authorized by the person tested, or to those employees of the employer with reasonable business need to know, or as required by a court of law.

#### 12-3-3 Job Applicant Drug Testing Requirements

Except as provided in <u>section 12-3-4</u>, "Exemptions," B.R.C. 1981, no employer shall conduct a drug or alcohol test as part of a pre-employment screening or pre-employment physical except under the following circumstances:

- (a) The employer includes notice that a drug or alcohol test will be part of the pre-employment screening process or pre-employment physical in the application for employment, or if no application form is required, in all advertisements soliciting applicants for employment, and all applicants for employment are personally informed of the requirement for a drug or alcohol test at the first formal interview;
- (b) The drug or alcohol test is required only of Colorado residents who are the single finalist for the position or out-of-state resident finalists for the position who come to Colorado for an interview, if the same test is required of all finalists for that position; and
- (c) Subsections 12-3-2(b) through (j), B.R.C. 1981, are complied with concerning job applicants as well as employees.

#### 12-3-4 Exemptions

- (a) The following are exempt from this chapter:
  - 1. United States government;
  - 2. Colorado state government;
  - 3. The University of Colorado;
  - 4. Boulder County government;
  - 5. Boulder Valley School District; and
  - 6. Testing of an employee operating a commercial vehicle weighing over twenty six thousand pounds and for which a Commercial Driver's License is required, or which transports sixteen or more passengers, including the driver, under the Controlled Substances Testing Provisions set forth in the U.S. Department of Transportation regulations for commercial vehicles.

#### 12-3-5 Employers' Rights

- (a) Nothing in this chapter restricts an employer's ability to prohibit the use of, possession of, or trafficking in, illegal drugs during work hours, or restricts an employer's ability to discipline an employee for being under the influence of, using, possessing, or trafficking in, illegal drugs during work hours or on the employer's premises. Nothing in this chapter restricts an employer's ability to prohibit the use of alcohol during work hours, or restricts an employer's ability to discipline an employee for being under the influence of alcohol during work hours or on the employer's premises.
- (b) Nothing in this chapter prevents an employer from conducting routine medical examinations of employees or medical screening in order to monitor exposure to toxic or other unhealthy substances encountered in the work place or in the performance of an employee's job responsibilities. But no employer shall extend medical screening beyond the specific substance being monitored, and any inadvertently obtained information concerning drug or alcohol use shall be maintained in confidence in the medical record and not disclosed to any employer. No employer shall use any



such evidence to determine promotion, additional compensation, transfer, termination, disciplinary or other personnel action or the receipt of any benefit.

(c) It is an affirmative defense that a person was required to conduct drug or alcohol testing or take disciplinary action against an employee based on such testing in order to comply with a statute or regulation of the United States or the State of Colorado or any of their agencies or any agency interpretation of such statute or regulation. It is a specific defense that a person, based on specific, objective, clearly expressed facts, was reasonably required to conduct such testing or take such action in order to compete effectively to obtain a contract with the United States or the State of Colorado or any of their agencies.

#### 12-3-6 Enforcement

- (a) The penalty for violation of any provision of this chapter is a fine of not more than \$1,000.00 per violation. In addition, upon conviction of any person for violation of this chapter, the court may issue a cease and desist order and any other orders reasonably calculated to remedy the violation. Violation of any order of the court under this section is a violation of this section and is punishable by a fine of not more than \$2,000.00 per violation, or incarceration for not more than ninety days in jail, or both such fine and incarceration.
- (b) Any person who commits or proposes to commit an act in violation of this chapter also may be enjoined therefrom by the municipal court or by any other court of competent jurisdiction.
- (c) An action for injunctive relief under this chapter may be brought by the city attorney, upon ascertaining that a violation is likely to occur. Nothing in this chapter shall be construed to create a private right of action for damages.

## HAWAII HANDBOOK ADDENDUM

## **HAWAII: FAMILY LEAVE NOTICE**

Flexible Employees working in Hawaii may be eligible for Family Leave under Hawaii law. Flexible Employees may take up to 4 weeks of unpaid leave in any calendar year.

To be eligible, Flexible Employees must have worked for the Company for at least 6 consecutive months. Family leave may be taken to care for an immediate family member with a serious illness (parent, parent-in -law, spouse, reciprocal beneficiary, or child), or for the birth or adoption of a child. Leaves for a qualified reason under, and taken by employees eligible for both Hawaii Family Leave and federal Family and Medical Leave Act leave will run concurrently.

Flexible Employees must provide reasonable notice of their intent to take leave if the need for leave is foreseeable. Flexible Employees are required to provide certifications of a need for the leave prior to commencement of the leave or, in the case of an unforeseeable leave, no later than two working days after the family leave commences. The following shall be deemed acceptable certification:

- 1. For the birth of a child of a Flexible Employee, a written statement issued by a health care provider or the family court;
- 2. For the placement of a child for adoption with a Flexible Employee:
  - a) The petition filed by the Flexible Employee with the court; or
  - b) A written statement issued by:
    - i. A recognized adoption agency;
    - ii. The attorney handling the adoption; or
    - iii. The individual officially designated by the birth parent to select and approve the adoptive family.
- 3. For the serious health condition of a Flexible Employee's child, spouse, parent, or reciprocal beneficiary, a written statement by a health care provider. Certification shall contain the following information:
  - a) The patient's name and relationship to the Flexible Employee;



- b) The health care provider's name, title, type of practice or field of specialization, location, and signature;
- c) A statement that the patient's condition qualifies for family leave as a serious health condition as defined under the statute;
- d) A statement that the Flexible Employee is needed to participate in the care of the patient;
- e) A statement that the patient's condition requires hospitalization or the health care provider's continuing treatment or continuing supervision;
- f) The approximate date the serious health condition commenced, and the probable duration that the Flexible Employee will be needed to care for the patient with a serious health condition; and;
- g) Whether it will be necessary for the Flexible Employee to take leave intermittently; and, if so, the estimated period of time that the Flexible Employee will be needed to care for the patient with a serious health condition.

Failure to provide the required certification may result in delay or denial of leave approval. Accrued paid leaves may be substituted for any part of the 4-week period. You may use 10 days of your accrued and available sick leave per year. Flexible Employees are entitled to maintain their health and other benefits during the leave but must provide their share of the premium payments for any portion of the leave that is unpaid. Failure to do so may result in a lapse of coverage. Flexible Employees returning from Family Leave will be restored to the same or equivalent position as required under the statute.

#### ILLINOIS HANDBOOK ADDENDUM

#### ILLINOIS: PREGNANCY AND YOUR RIGHTS IN THE WORKPLACE

If you are pregnant, recovering from childbirth, or have a medical or common condition related to pregnancy, you have the right to:

- Ask your employer for a reasonable accommodation for your pregnancy, such as more frequent bathroom breaks, assistance with heavy work, a private space for expressing milk, or time off to recover from your pregnancy.
- Reject an accommodation offered by your employer for your pregnancy that you do not desire.
- Continue working during your pregnancy if a reasonable accommodation is available which would allow you to continue performing your job.

## Your employer cannot:

- Discriminate against you because of your pregnancy.
- Retaliate against you because you requested a reasonable accommodation.

It is illegal for your employer to fire you, refuse to hire you, or to refuse to provide you with a reasonable accommodation because of your pregnancy. For more information regarding your rights, download the Illinois Department of Human Rights (IDHR) fact sheet from <a href="https://www.illinois.gov/dhr">www.illinois.gov/dhr</a>.

The charge process may be initiated by completing the form at: <a href="http://www.illinois.gov/dhr">http://www.illinois.gov/dhr</a>



For immediate help or if you have questions regarding your rights, call the IDHR at (312) 814-6200, (217) 785-5100, or (866) 740-3953 (TTY).

Chicago office of IDHR: 100 W. Randolph St, 10<sup>th</sup> FL, Intake Unit, Chicago, IL 60601

Springfield office of IDHR: 222 South College, Room 101-A, Intake Unit, Springfield, IL 62701

Marion office of IDHR: 2309 West Main St, Suite 112, Intake Unit, Marion, IL 62959

# The Illinois Human Rights Act

The Illinois Human Rights Act states that you have the right to be free from unlawful discrimination and sexual harassment. This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation or any other protected class named in the Act. This applies to all employer actions, including hiring, promotion, discipline and discharge.

**Reasonable Accommodations:** You also have the right to reasonable accommodations based on pregnancy and disability. This means you can ask for reasonable changes to your job if needed because you are pregnant or disabled.

**Retaliation:** It is also unlawful for employers to treat people differently because they have reported discrimination, participated in an investigation, or helped others exercise their right to complain about discrimination.

To report discrimination, you may: (1) Contact your employer's human resources or personnel department, (2) Contact the Illinois Department of Human Rights (IDHR) to file a charge, (3) Call the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703 to talk to someone about your concerns.

Website: <u>www.illinois.gov/dhr</u> Email: <u>IDHR.Intake@illinois.gov</u>

Chicago:

James R. Thompson Center 100 West Randolph Street, Suite 10-100 Chicago, IL 60601 (312) 814-6200 (866) 740-3953 (TTY) (312) 814-6251 (Fax) Springfield: 535 W. Jefferson Street, 1<sup>st</sup> FL Springfield, IL 62702 (217) 785-5100 (866) 740-3953 (TTY) (217) 785-5106 (Fax)

# ILLINOIS BUSINESS EXPENSE REIMBURSEMENT

The Company reimburses Illinois Flexible Employees for all necessary expenditures incurred within the scope of employment and directly related to services performed for the Company or its client. "Necessary expenditures" are all reasonable expenditures or losses required of a Flexible Employee in the performance of employment duties and that inure to the primary benefit of the Company or its client. Prior to incurring any such expenditure, you must contact your Company Representative to obtain authorization. Your Company Representative will determine whether the expenditure is necessary and reasonable and complies with other Company policies. For example, while mileage not part of your regular commute and other local and long distance travel may be reimbursable, such travel is a restricted task that requires your Company Representative to first obtain approval under a separate policy. Other examples of expenses for which you must first seek authorization from your Company Representative prior to incurring include, but



are not limited to, the purchase of uniforms and personal protective equipment, and the use of personal cell phones and other electronic devices. Please also refer to Section 9.5 Personal Devices and Property in this Handbook.

Pursuant to the Flexible Employee - Business Expense Reimbursement Policy, you are expected to timely request reimbursement by following the reimbursement instructions provided to you by your Company Representative. If you have not received any specific instructions from your Company Representative regarding how to obtain expense reimbursement on your assignment, complete a Flexible Employee Business Expense Report (available from Appendix A to the Flexible Employee - Business Expense Reimbursement Policy) and submit it to your Company Representative. To be timely, a request for reimbursement with substantiating documentation must be made within 30 days of incurring the expense.

## **IOWA HANDBOOK ADDENDUM**

## DRUG AND ALCOHOL POLICY: IOWA ADDENDUM

This Iowa Addendum to the Drug and Alcohol Policy (the "Policy") applies only to applicants and employees in Iowa ("Applicants" and "Employees"). The Company administers its Policy for Applicants and Employees in accordance with Iowa law. Therefore, notwithstanding any provision to the contrary in the Policy:

- Any adverse action taken against an Employee or Applicant shall be based only on the results of his or her drug or alcohol test.
- After the Company receives a report of an Applicant's positive drug test result, the Company will notify the Applicant (and, if a minor, his/her parent(s) as well) in writing of the test result, the name and address of the MRO who made the report, and the Applicant's right to request any records relating to his/her drug test. The Applicant has the right to request in writing, within fifteen (15) days from the date the Company mails written notice of the Applicant's positive drug test result to him/her, any records relating to his/her drug test.
- Following a drug or alcohol test, but prior to receipt of the final results of the drug or alcohol test, the Company may suspend an Employee with or without pay, pending the outcome of the test. The Company will reinstate an Employee who has been suspended, with back pay, and interest on such amount at eighteen percent per annum compounded annually, if applicable, if the result of the confirmation test is not a verified positive drug test result or positive alcohol test that indicates a violation of the Policy.
- After the Company receives a report of an Employee's verified positive drug test result or positive alcohol test result, the Company will notify the Employee (and, if a minor, his/her parent(s) as well) in writing by certified mail, return receipt requested, of the test result and the Employee's right, at his/her expense, to request and obtain a confirmatory test of his/her split specimen at an approved laboratory of the Employee's choice.
- If the Employee, either in person or by certified mail, requests a confirmatory test of his/her split specimen, identifies an approved laboratory, and pays the fee for such test within seven (7) working days from the date the Company mails the written notice, the confirmatory test will be conducted.
- If the result of the second confirmatory test does not confirm the result of the initial confirmatory test, the initial confirmatory test result shall not be considered a positive test result and the Company will reimburse the Employee for the fee of the test.
- Employees who are notified of their confirmed positive drug or alcohol test results have the right, upon written request, to have access to any records relating to the tests.
- The first time an Employee with at least 12 months service (during the prior 18 months) tests positive for alcohol, he/she will be offered an opportunity to enroll in an approved rehabilitation, treatment or counseling



program. Continued employment will be conditioned on successful completion of the program. Program costs shall be apportioned between the Employee and the Company in accordance with the terms of the Company's benefit plans if the Employee is eligible for coverage under the plan(s). If the Employee is not eligible for coverage under the plan(s), then program costs not covered by any health care plan of the Employee, if any, shall be apportioned equally by the Employee and the Company. The Company shall not be required to pay more than \$2,000.00 toward the cost of the Employee's rehabilitation.

• The Company will not take adverse employment action against Employees who comply with the rehabilitation requirements and successfully complete rehabilitation.

If Employees or Applicants have any questions, they should contact Employee Relations or their Company Representative.

#### MASSACHUSETTS HANDBOOK ADDENDUM

## MASSACHUSETTS PREGNANT WORKERS FAIRNESS ACT - EFFECTIVE APRIL 1, 2018

No employer may discriminate against an employee or applicant in Massachusetts because of her pregnancy or any conditions related to her pregnancy (including, but not limited to, lactation or the need to express breast milk for a nursing child), or deny a reasonable accommodation to such an employee or applicant if she requests an accommodation and it does not impose an undue hardship on the employer.

With respect to an employee or applicant in Massachusetts who is pregnant or affected by a pregnancy-related condition, it is unlawful for an employer to:

- Take adverse action (including failing to reinstate to an equivalent position with equivalent pay and benefits)
  against such an employee or applicant who requests or uses a reasonable accommodation when the need for a
  reasonable accommodation ceases;
- Deny an employment opportunity to her if the denial is based on the need of the employer to make a reasonable accommodation to the pregnancy or any pregnancy-related conditions;
- Require her to accept an accommodation that she chooses not to accept, if that accommodation is unnecessary to enable her to perform the essential functions of the job;
- Require her to take a leave if another reasonable accommodation may be provided for the known pregnancy-related conditions without undue hardship on the employer;
- Refuse to hire her because of the pregnancy or pregnancy-related condition; provided, however, that she is capable of performing the essential functions of the position with a reasonable accommodation and that reasonable accommodation would not impose an undue hardship on the employer.

Reasonable accommodation may include the following:

- More frequent or longer paid or unpaid breaks;
- Time off to attend to a pregnancy complication or recover from childbirth with or without pay;
- Acquisition or modification of equipment or seating;
- Temporary transfer to a less strenuous or hazardous position;
- Job restructuring;



- Light duty;
- Private non-bathroom space for expressing breast milk;
- Assistance with manual labor; or
- A modified work schedule; provided, however, that an employer shall not be required to discharge or transfer an employee with more seniority or promote an employee who is not able to perform the essential functions of the job with or without a reasonable accommodation.

Once a request for an accommodation is made, the employee or applicant shall engage in a timely, good faith and interactive process to determine an effective reasonable accommodation to perform the essential functions of the position. An employer may require documentation about the need for a reasonable accommodation, except for the following requests: (1) more frequent restroom, food or water breaks; (2) seating; (3) limits on lifting more than 20 pounds; and (4) private non-bathroom space for expressing breast milk.

For further guidance, please contact Employee Relations (1-888-218-4417 or Callcenter@spherion.com).

Contact Information for the Massachusetts Commission Against Discrimination (www.mass.gov/mcad):
Boston: One Ashburton Place, Room 601, Boston, MA 02108; 617-994-6000
Springfield: 436 Dwight Street, Room 220, Springfield, MA 01103; 413-739-2145
Worcester: 484 Main Street, Room 320, Worcester, MA 01608; 508-453-9630
New Bedford: 800 Purchase, Room 501, New Bedford, MA 02740; 508-990-2390

## MINNESOTA HANDBOOK ADDENDUM

## DRUG AND ALCOHOL POLICY: MINNESOTA ADDENDUM

This Minnesota Addendum to the Drug and Alcohol Policy (the "Policy") applies only to applicants and employees in Minnesota ("Applicants" and "Employees"). The Company administers its Policy for Applicants and Employees in accordance with Minnesota law. Therefore, notwithstanding any provision to the contrary in the Policy:

- Only Applicants who have received a conditional job offer will be subject to testing.
- Employees will be subject to random testing only to the extent required by the Company or its client and if they are employed in a safety-sensitive position.
- Employees are subject to return-to-duty and follow-up drug and/or alcohol testing only if they have been referred by the Company for chemical dependency treatment or evaluation or are participating in a treatment program under an employee benefit plan, during the evaluation or treatment period and for a period of up to two (2) years following completion of any treatment program.
- The Company will inform the Applicant or Employee in writing of (1) the confirmatory test results, either positive or negative; and (2) the right to obtain a copy of the actual test results report. If the confirmatory test is positive, the notice must also indicate (3) the right to explain any positive test result; (4) the right to request a confirmatory retest of the original sample at his/her expense; and (5) the employment consequences of the test result.
- An applicant or employee has the right to provide an explanation for any positive initial screen test result.
- Within three (3) working days following notice by the Company of a positive confirmatory test result, an Applicant or Employee may submit any additional information to the Company's MRO to explain the test result. Within five (5) working days following notice of a positive confirmatory test result, an Applicant or Employee



also may notify the Company in writing of his/her intention to obtain a confirmatory retest by the original laboratory or another certified, accredited and/or licensed laboratory. The Company then will notify the original laboratory of the request.

- An Employee who tests positive will not be discharged for a first verified positive drug test result or positive
  alcohol test result unless the Company has given the Employee an opportunity to participate in a rehabilitation
  program (at the Employee's expense or pursuant to an employee benefit plan), and the Employee refuses to
  participate in the program or fails to successfully complete it.
- The Company may temporarily suspend or transfer an Employee pending the outcome of any confirmatory test or retest, if the Company believes that it is necessary to protect the health of the Employee, co-workers, or the public. If the confirmatory test is negative, the Company will reinstate the Employee with back pay.

If Applicants or Employees have any questions, they should contact Employee Relations or their Company Representative.

# MINNESOTA: WAGE NOTICE DISCLOSURE

Further, under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. The Company will not retaliate against you for disclosing your own wages. Your remedies under the Wage Disclosure Protection law are to bring a civil action against your employer and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or 1-800-342-5354.

#### MONTANA HANDBOOK ADDENDUM

#### DRUG AND ALCOHOL POLICY: MONTANA ADDENDUM

This Montana Addendum to the Drug and Alcohol Policy (the "Policy") applies only to applicants and employees in Montana ("Applicants" and "Employees"). The Company administers its Policy for Applicants and Employees in accordance with Montana law. Therefore, notwithstanding any provision to the contrary in the Policy:

- Only Applicants for, or Employees engaged in the performance, supervision, or management of, positions
  involving work in a hazardous work environment, security positions, positions affecting public safety or public
  health, positions in which driving a motor vehicle is necessary for any part of the individual's work duties, or
  fiduciary position will be subject to drug and alcohol testing.
- Employees are subject to post-accident drug and/or alcohol testing if the Company reasonably believes an Employee's act or failure to act is a direct or proximate cause of a work-related accident that caused death, personal injury, or property damage in excess of \$1,500.
- Employees are subject to follow-up drug and/or alcohol testing, including a return-to-duty test, for one (1) year from the time the Company first requires a follow-up test.
- The Company may contract with a third party to establish and administer a random testing process with an established calendar period for testing, an established testing rate within the calendar period, a random selection process (using a scientifically valid method) a determination of who will be tested (including supervisory and managerial employees) on any given date during the calendar period for testing, and a procedure confirming that employees have received a written description of the random selection process.
- Specimens for testing are limited to urine, breath and saliva.



- The collection, transport, and confirmation testing of specimens shall be performed in accordance with federal Department of Transportation regulations, 49 C.F.R. Part 40, or similar stringent requirements.
- All information, interviews, reports, statements, and memoranda concerning an Applicant or Employee's drug or
  alcohol test, and the test results, are confidential and may not be disclosed except: to the tested individual; to
  the Company's designated representative; or in connection with any administrative or legal claim arising out of
  the Company's implementation of its Policy and this Montana Addendum, in response to inquiries relating to a
  workplace accident that the Company reasonably believes an employee may have caused or contributed to and
  which involves death, physical injury, or property damage in excess of \$1,500; or as required by law.
- Information obtained through testing that is unrelated to an individual's use of illegal drugs or alcohol will be held in strict confidence by the MRO and may not be released to the Company.
- The Company shall provide Applicants and Employees with copies of their test results.
- An Employee has the right to request the Company to obtain a confirmatory test of his/her split specimen at a laboratory of the Employee's choice.
- Employees who dispute their test results may appeal such results and any disciplinary action by submitting a written appeal letter to Employee Relations or their Company Representative within five (5) business days following notice of their results. The Company will investigate the facts underlying and giving rise to the appeal and will notify the Employee of its final decision in writing.
- Employees are advised that the unlawful manufacture, distribution, possession, or use of a controlled substance can result in legal sanctions under local, state and federal law, including imprisonment, fines and penalties.

If Applicants or Employees have any questions, they should contact Employee Relations or their Company Representative.

## **NEW YORK HANDBOOK ADDENDUM**

#### **NEW YORK STATE PAID FAMILY LEAVE**

Beginning January 1, 2018, Paid Family Leave will provide paid time off so an employee can (1) bond with a newly born, adopted, or fostered child; (2) care for a family member with a serious health condition; or (3) assist loved ones when a family member is deployed abroad on active military duty. Paid Family Leave does not cover leave for an employee's own serious illness or disability.

**Additional Protections.** Employees have a right to return to their same or comparable job upon return from Paid Family Leave. Employees are guaranteed continued health insurance while on leave. Employers may require employees to continue to pay their health insurance premium contributions. Citizenship and immigration status do not impact eligibility. Employers cannot discriminate against employees for taking Paid Family Leave.

**Eligibility.** Employees with a regular work schedule of 20 or more hours per week are eligible after 26 consecutive weeks of employment. Employees with a regular work schedule of less than 20 hours per week are eligible after 175 days worked. Employees who will not meet the time-worked requirement for eligibility may choose to waive this benefit and the associated payroll deduction.

**Benefits.** Benefits phase in over four years. In 2018, employees are eligible for up to 8 weeks of paid leave at 50% of their average weekly wage (AWW) up to 50% of the New York State Average Weekly Wage (SAWW). In 2019, employees are eligible for up to 10 weeks of paid leave at 55% of their AWW up to 55% of the SAWW. In 2020, employees are eligible for up to 10 weeks of paid leave at 60% of their AWW up to 60% of the SAWW. In 2021,



employees are eligible for up to 12 weeks of paid leave at 67% of their AWW up to 67% of the SAWW. These benefits are paid for through a weekly payroll deduction. Employees who likely will not meet the law's threshold for eligibility are permitted to opt out of the benefit and the associated payroll deduction. Employees must take leave in full day or longer increments to receive the pay benefit. Employees may not receive Paid Family Leave benefits and take employer PTO (or receive disability benefits) at the same time.

How to Apply/Opt Out. Employees who wish to initiate a request for Paid Family Leave benefits or opt-out of the benefit program, must contact the Company's leave administrator, ReedGroup (855-250-4162). The ReedGroup will provide employees with the required forms (Benefit Request Forms & Waiver Form) and manage the benefit and waiver requests submission/approval process. Employees are required to notify their employer 30 days prior to taking leave, when practical. Employees must complete claim forms according to employer's instructions and employees are required to submit supporting documentation for leave (birth certificate, military deployment certification, etc.). Employer's insurance carrier must pay or deny a claim within 18 days of receipt of the completed claim.

For more information, visit NY.Gov/paidfamilyleave or call (844) 337-6303.

## **NEW YORK PAID SAFE AND SICK TIME**

Spherion provides paid safe and sick time to eligible Flexible Employees in accordance with the New York State Paid Sick Leave Law, and, as applicable, the New York City Earned Safe and Sick Time Act.

**Eligibility.** This policy applies to Flexible Employees who work in the State of New York. For purposes of this policy, the benefit year is the calendar year measured from January 1 through December 31.

Accrual and use of paid safe and sick time. Eligible Flexible Employees accrue one hour of paid safe and sick time for every 30 hours worked, with a maximum accrual cap of 56 hours of paid safe and sick time per year. Newly hired eligible Flexible Employees begin to accrue paid safe and sick time at the start of their employment. Paid safe and sick time does not accrue while a Flexible Employee is on a leave of absence, including New York Paid Family Leave. Eligible Flexible Employees may use up to a maximum of 56 hours of paid safe and sick time per year. Paid safe and sick time may be used as it is accrued. Available paid safe and sick time can be used in an initial one-hour increment. Thereafter, paid safe and sick time may be used in 30-minute increments. Paid safe and sick time may not be used in advance of accrual. Accrued, unused paid safe and sick time hours will carry over at year-end. Regardless of carryover balances, Flexible Employees may not use more than 56 hours of paid safe and sick time in a given year.

**Reasons for Use.** Upon oral or written notice, eligible Flexible Employees may use accrued paid safe and sick time for the following purposes:

- A Flexible Employee's mental or physical illness, injury, or health condition, regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time the Flexible Employee requests such leave; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for preventive medical care;
- Care of a covered family member who needs medical diagnosis, care, or treatment of a mental or physical
  illness, injury, or health condition, regardless of whether such illness, injury, or health condition has been
  diagnosed or requires medical care at the time the Flexible Employee requests such leave; or who needs
  preventive medical care;
- Closure of the Flexible Employee's place of business by order of a public official due to a public health emergency or such Flexible Employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency;



- Absence from work due to any of the following reasons when the Flexible Employee or a covered family member has been the victim of domestic violence, a family offense matter, sexual offense, stalking, or human trafficking: (i) to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program; (ii) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Flexible Employee or Flexible Employee's family members; (iii) to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding; (iv) to file a complaint or domestic incident report with law enforcement; (v) to meet with a district attorney's office; (vi) to enroll children in a new school; or (vii) to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the Flexible Employee or the Flexible Employee's family member or to protect those who associate or work with the Flexible Employee; and
- Any other reason covered under applicable law.

The misuse of paid safe and sick time may result in disciplinary action, up to and including termination.

**Notice to Spherion.** For foreseeable paid safe and sick time absences, Flexible Employees must provide notice to their Spherion Representative of the need for leave at least seven (7) days in advance of taking such leave, unless otherwise prohibited by law. For unforeseeable absences, Flexible Employees must provide notice to their Spherion Representative as soon as practicable under the circumstances.

**Documentation.** After an absence of more than three (3) consecutive work days, Flexible Employees must provide reasonable documentation to their Spherion Representative that the paid safe and sick time was used for a covered reason, unless otherwise prohibited by applicable law. Reasonable documentation does not need to explain the nature of any illness, injury, or health condition of the Flexible Employee or covered family member or provide any details relating to domestic violence, family offense matters, sexual offenses, stalking, or human trafficking. Flexible Employees must submit such reasonable documentation to their Spherion Representative within seven (7) days after the date they return to work, unless otherwise required by law. Unless prohibited by applicable law, a Flexible Employee may be subject to disciplinary action, up to and including termination of employment, for failure or delay in providing the required reasonable documentation.

**Separation of Employment.** Accrued, unused paid safe and sick time hours will not be paid out upon separation of employment. If a Flexible Employee separates from Spherion and is rehired within one year, previously accrued, unused paid safe and sick time will be reinstated, and the Flexible Employee is entitled to use such reinstated paid safe and sick time and accrue additional paid safe and sick time (subject to the 56-hour annual maximum) immediately upon rehire.

**Confidentiality.** Spherion will not require the disclosure of details relating to an eligible Flexible Employee's or his or her family member's medical condition or require the disclosure of details relating to an eligible Flexible Employee's or his or her family member's status as a victim of domestic violence, family offenses, sexual offenses, stalking, or human trafficking as a condition of providing paid sick and safe time under this policy. Health information about a Flexible Employee or a Flexible Employee's family member obtained solely for the purpose of utilizing paid safe and sick time pursuant to this policy will be treated as confidential and will not be disclosed except by the affected Flexible Employee, with the written permission of the affected Flexible Employee, or as required by law.

**No Discrimination/Retaliation.** Flexible Employees will not be subjected to discrimination or retaliation for exercising any rights guaranteed under applicable New York state or local law or under this policy.

## **NEW YORK CITY HUMAN RIGHTS LAW**



The New York City Human Right Law (NYCHRL) prohibits discrimination in New York City in employment, housing, and public accommodations. This includes prohibiting discrimination based on an employee's reproductive health decision making or the reproductive health decision making of an employee's dependent. The law provides that "reproductive health decision making" includes the employee's decision to use or access a particular drug, device or medical service.

**Protections.** Under the law, employers are prohibited from 1) accessing an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making without the employee's prior informed affirmative written consent, 2) discriminating against or taking any retaliatory personnel action against an employee with respect to compensation, terms, conditions, or privileges of employment because of or on the basis of the employee's or dependent's reproductive health decision making, or 3) requiring an employee to sign a waiver or other document for the purpose of denying the employee of their right to make their own reproductive health care decisions.

**Retaliation Prohibition.** No employee covered by this Policy shall be subject to retaliation or any other adverse employment action as a result of the employee's decision to: (a) make or threaten to make a complaint that rights under this law have been violated, (b) initiate proceedings under or related to the NYC Human Rights Law or cause such proceedings to be initiated, or (c) provide information to, or testify before, any public body conducting an investigation, hearing, or inquiry into a violation of a law, rule or regulation.

**Remedies.** Employment discrimination is not only prohibited by the Company but is also prohibited by state, federal, and, where applicable, local law. The NYCHRL provides employees with a civil right of action and permits employees to pursue damages resulting from violations of the law in any court of competent jurisdiction.



## **NEW YORK SEXUAL HARRASSMENT POLICY**

The Company is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Company's commitment to a discrimination-free work environment. Sexual harassment is against the law<sup>4</sup> and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with the Company. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws. **Policy:** 

- 1. The Company's policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Company. In the remainder of this document, the term "employees" refers to this collective group.
- 2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).

Flexible Employee Handbook, Version 8.0 (January 2021)

<sup>&</sup>lt;sup>4</sup> While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.



- 3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The Company will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Company who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or HR Support. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.
- 4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the Company to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
- 5. The Company will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. The Company will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
- 6. All employees are encouraged to report any harassment or behaviors that violate this policy. The Company will provide all employees a complaint form for employees to report harassment and file complaints.
- 7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to HR Support.
- 8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

# What Is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or

<sup>&</sup>lt;sup>5</sup> A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.



• Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

# **Examples of sexual harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - o Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they
  may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or
  look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - o Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.



# Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

#### Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

#### Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other antidiscrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

# **Reporting Sexual Harassment**

**Preventing sexual harassment is everyone's responsibility.** The Company cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or HR Support. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or HR Support.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting



sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

## **Supervisory Responsibilities**

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to HR Support.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

# **Complaint and Investigation of Sexual Harassment**

**All** complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Company will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, HR Support will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - o A list of all documents reviewed, along with a detailed summary of relevant documents;
  - o A list of names of those interviewed, along with a detailed summary of their statements;
  - o A timeline of events:
  - o A summary of prior relevant incidents, reported or unreported; and
  - o The basis for the decision and final resolution of the complaint, together with any corrective action(s).



- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

# **Legal Protections And External Remedies**

Sexual harassment is not only prohibited by the Company but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the Company, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

# State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: <a href="https://www.dhr.ny.gov">www.dhr.ny.gov</a>.

Contact DHR at (888) 392-3644 or visit <a href="mailto:dhr.ny.gov/complaint">dhr.ny.gov/complaint</a> for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

## **Civil Rights Act of 1964**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a



complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at <a href="mailto:www.eeoc.gov">www.eeoc.gov</a> or via email at <a href="mailto:info@eeoc.gov">info@eeoc.gov</a>. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

# **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

## **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

## **Complaint Form**

See the following page for the Company's complaint form for reporting alleged incidents of sexual harassment.

## **Sexual Harassment Training**

A copy of the Company's sexual harassment training program for New York employees can be found <a href="here">here</a>.



# Model Complaint Form for Reporting Sexual Harassment



New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to HR Support. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

# **COMPLAINANT INFORMATION**

Name:		
Work Address:	Work Phone:	
Job Title:	Email:	
Flevible Employee Handbook Version 8.0 (January 2021)		Page 7/



Page 75

Se	ect Preferred Communication Method:	Phone In person		
SU	PERVISORY INFORMATION			
Im	mediate Supervisor's Name:			
Tit	le:			
Wo	ork Phone:	Work Address:		
cc	MPLAINT INFORMATION			
1.	1. Your complaint of Sexual Harassment is made about:			
	Name:	Title:		
	Work Address:	Work Phone:		
2.	Relationship to you: Supervisor Subordinate Co-Worker Other  Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper in necessary and attach any relevant documents or evidence.			
3.	Date(s) sexual harassment occurred:			
	Is the sexual harassment continuing? ☐Yes ☐No			
4.	4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:			
The last question is optional, but may help the investigation.				
5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?				
If you have retained legal counsel and would like us to work with them, please provide their contact information.				
Sig	anature:	Date:		

Flexible Employee Handbook, Version 8.0 (January 2021)



# **Instructions for Employers**

If you receive a complaint about alleged sexual harassment, follow your sexual harassment prevention policy.

An investigation involves:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document the findings of the investigation and basis for your decision along with any corrective actions taken and notify the employee and the individual(s) against whom the complaint was made. This may be done via email.

# NORTH CAROLINA HANDBOOK ADDENDUM

# INITIAL NOTICE TO EMPLOYEES/APPLICANTS For Use in North Carolina

In accordance with the Company's Drug & Alcohol Policy, you have been selected for a controlled substance test. In accordance with 13 NCAC 20.0401, this Notice explains your rights and responsibilities under the N.C. Controlled Substance Examination Regulation Act ("CSERA") (Chapter 95, Article 20 of the N.C. Administrative Code).

- You may refuse this test; however, applicants who refuse to cooperate in a drug test will not be hired and employees who refuse to cooperate in a drug or alcohol test will be terminated.
- Applicants may be screened by means of a "Quick Test," but any positive results will be confirmed by an approved laboratory using gas chromatography with mass spectrometry (GS.MS) or equivalent scientifically accepted method before hiring decisions are made.
- Current employees will not be screened by means of a "Quick Test."
- An approved laboratory will perform testing of samples.



- You can request a "re-test" of any positive sample. Re-tests will be of the same sample and must be paid for by the employee.
- If you believe procedural requirements of the CSERA were violated, you can file a complaint with the N.C. Department of Labor Wage and Hour Bureau at (919) 807-2796 or 1-800-NCLABOR.

#### OKLAHOMA HANDBOOK ADDENDUM

#### DRUG AND ALCOHOL POLICY: OKLAHOMA ADDENDUM

This Oklahoma Addendum to the Drug and Alcohol Policy (the "Policy") applies only to applicants and employees in Oklahoma ("Applicants" and "Employees"). The Company administers its Policy for Applicants and Employees in accordance with Oklahoma law. Therefore, notwithstanding any provision to the contrary in the Policy:

- "Test positive for alcohol" means to take an alcohol test that results in an alcohol concentration of .02 or more.
- If an Applicant or Employee requests a confirmation test within twenty-four (24) hours of receiving a positive test result, the Applicant or Employee shall pay all costs of the confirmation test, unless the confirmation test reverses the result of the challenged test. If the result of the challenged test is reversed, the Company shall reimburse the individual for the costs of the confirmation test.
- Applicants and employees shall have the right to obtain information and records related to their drug and alcohol tests.

If Applicants or Employees have any questions, they should contact Employee Relations or their Company Representative.

# **OREGON HANDBOOK ADDENDUM**

#### EQUAL EMPLOYMENT OPPORTUNITY POLICY: OREGON ADDENDUM

This Oregon Addendum to the Equal Employment Opportunity Policy (the "Policy") applies only to employees in Oregon ("Employees"). The Company administers its Policy for Employees in accordance with Oregon law. Therefore, notwithstanding any provision to the contrary in the Policy:

- Oregon law provides a five (5) year statute of limitations for individuals to bring a legal claim in connection with any incidents of workplace discrimination, harassment or sexual assault.
- Employees who make a complaint of workplace discrimination or harassment are not required and to enter into a non-disclosure or non-disparagement agreement with the Company to resolve those complaints. A "non-disclosure agreement" is a contract through which the parties agree not to disclose information covered by the agreement. A "non-disparagement agreement" is a contract that restricts the parties from taking any action or making any statements that negatively impact the other party, its reputation, products, services, or employees.
- If an employee requests a non-disclosure or non-disparagement provision be included as part of an agreement with the Company to resolve a complaint covered by this Policy, the employee will have up to seven (7) days to revoke that agreement.
- The Company will document and investigate any incidents of discrimination, harassment, sexual assault or other violations of this Policy of which it becomes aware. Employees are encouraged to document any violations of



the Policy and report those violations to their Company Representative, Employee Relations (1-888-218-4417 or <u>Callcenter@spherion.com</u>), or the Company's Misconduct Reporting Line ((866) 250-6706 / <a href="https://www.speakupfeedback.eu/web/spherion/us">https://www.speakupfeedback.eu/web/spherion/us</a> (Access code: 57728, needed for both phone and web)).

# **MEAL AND REST PERIOD POLICY (OREGON)**

In Oregon, the Company maintains this Meal and Rest Period Policy which provides paid rest periods and unpaid meal periods for its non-exempt employees (both external Flexible Employees and internal Associates). You may direct questions about this Policy to the HR Support Center at <a href="mailto:Callcenter@spherion.com">Callcenter@spherion.com</a> or 888-218-4417, or Flexible Employees may contact their Company Representative and Associates may contact their manager.

#### **Rest Periods**

The Company provides you with a paid, uninterrupted, duty-free rest period of at least 10 continuous minutes for each segment of 4 hours worked or major part thereof. "Major part thereof" means 2 hours 1 minute through 4 hours. This means that you are provided with one at least 10-minute rest period if you work between 2 hours 1 minute and up to and including 6 hours; a second at least 10-minute rest period if you work between 6 hours 1 minute and up to and including 10 hours; a third at least 10-minute rest period if you work between 10 hours 1 minute and up to and including 14 hours; and a fourth at least 10-minute rest period if you work 14 hours 1 minute and up to and including 18 hours, and so forth. Rest periods should be taken as close as possible to the middle of each 4-hour period of time worked.

#### Meal Periods

The Company provides you with an unpaid, uninterrupted, duty-free meal period of at least 30 continuous minutes for each work period of not less than 6 hours or more than 8 hours. This means that you are provided with one at least 30-minute meal period if you work between 6 hours and 13 hours 59 minutes; and a second at least 30-minute meal period if you work between 14 hours and 21 hours 59 minutes; and so forth.

If a work period is 7 hours or less, a meal period must be taken after the end of the 2<sup>nd</sup> hour and completed before beginning the 5<sup>th</sup> hour. If a work period is more than 7 hours, a meal period must be taken after the end of the 3<sup>rd</sup> hour and completed before beginning the 6<sup>th</sup> hour.

# **Limitations on Rest and Meal Periods**

During all meal and rest periods, you are prohibited from performing any work or work-related duties. Rest and meal periods may not be accumulated from day to day or combined on the same day. They also may not be used at the beginning or end of the work day, or added to other rest or meal period(s), or used to make-up time due to tardiness or other missed work. You may not voluntarily waive any rest or meal period to which you are entitled. You also may not take a rest period of less than 10 continuous minutes or a meal period of less than 30 continuous minutes for any reason.

# **Recording and Reporting Requirements**

You must record your meal period(s) each day - when you actually start your meal period and when you actually end your meal period. The Company will presume that you were provided rest and meal periods consistent with this Policy, unless you inform the Company in writing of a missed, short, late or interrupted meal or rest period (an "exception") within 7 calendar days. You must provide written notice of the exception to your Company Representative (for Flexible Employees), Company manager (for Associates) or the HR Support Center. Any meal or rest period exception will then be promptly addressed with you. The Company will not tolerate retaliation against you for requesting or taking a meal or rest period, reporting a meal or rest period exception, or reporting any violation of this Policy. If you experience any such retaliation or are discouraged in any way from taking a meal or rest period consistent with this Policy, you must report it to your Company Representative (for Flexible Employees), Company manager (for Associates), or the HR Support Center, and your report will be investigated.



Any failure to comply with this Policy may be grounds for discipline, up to and including termination of employment.

#### PENNSYLVANIA HANDBOOK ADDENDUM

#### PITTSBURGH PAID SICK DAYS ACT - PITTSBURGH CITY CODE CHAPTER 626

Pursuant to the City of Pittsburgh's Paid Sick Days Act (the "Act"), Employers must provide eligible Employees with Paid Sick Time to care for the employee's or a family member's illness, injury, or health condition; or in the event of a public health emergency or a family member's exposure to a communicable disease. (See Pittsburgh City Code, §626.04 for complete list of allowed uses; please also see the Act and Guidelines issued for administration of the Act for applicable definitions.)

RIGHTS TO PAID SICK TIME SUMMARY				
EMPLOYER SIZE (Past twelve (12) months)	Less than fifteen (15) employees	Fifteen (15) or more employees		
ACCRUAL RATE OF SICK TIME UNDER THE ACT	1 hour of Paid Sick Time for every 35 hours worked within the geographic boundaries of the City of Pittsburgh.	1 hour of Paid Sick Time for every 35 hours worked within the geographic boundaries of the City of Pittsburgh		
	NOTE: For the first year after the Effective Date below, only Unpaid Sick Time must accrue at this rate.			
ACCRUAL CAPS UNDER THE ACT (Note: your Employer may have a more generous leave policy.)	No more than 24 hours of Paid Sick Time in a Calendar Year unless the Employer designates a higher amount.  NOTE: For the first year after the Effective Date listed below, only Unpaid Sick Time must accrue at this rate.	No more than forty (40) hours of Paid Sick Time in a Calendar Year unless the Employer designates a higher amount.		
EFFECTIVE DATE	March 15, 2020	March 15, 2020		

Retaliation against Employees who request or use accrued Sick Time is prohibited. If you feel your rights have been violated because you have been denied the right to accrue or use accrued Sick Time, you have the right to file a complaint with the Mayor's Office of Equity. For more information or to file a complaint please visit <a href="http://paidsickleave.pittsburghpa.gov">http://paidsickleave.pittsburghpa.gov</a>.

# PHILADELPHIA: WAGE THEFT ORDINANCE

Employees are able to file official wage thief complaints with the City of Philadelphia's Wage Theft Coordinator. Qualifying complaints submitted by a Proper Party will be reviewed and resolved by the Wage Theft Coordinator.



- A "Proper Party" is an employee alleging wage theft or any member of an entity which alleges wage theft.
- "Wage Theft" means a violation of the Pennsylvania Wage Payment and Collection Law or any State of Pennsylvania or Federal Law regulating compensation where the work is performed in Philadelphia or the employment contract underlying the violation is made in Philadelphia.
- Complaints can be submitted directly by employees or by authorized organizations including a group of employees, labor organization or party acting on behalf of an employee.
- Retaliation against employees who file complaints is prohibited.

# Filing Wage Theft Complaints:

- Alleged wage theft violations of unpaid wages must be equal to or greater than the minimum threshold amount (\$100) and equal to or less than the maximum threshold amount (\$10,000).
- A signed wage theft complaint must be filed with the wage theft coordinator in the Office of Benefits and Wage Compliance, less than three years from the date the wage theft occurred.
- The complaint must include facts and supporting details/documents to identify the employer(s) and for the wage theft coordinator to determine both that an allegation of wage theft has been made and that the threshold amount has been met.
- The Wage Theft Coordinator will provide by certified mail or personal service written notice to the Proper Party and accused employer(s). The notice will include the details of the allegations and the rights and obligations of all parties involved.
- Each employer shall file a response with the wage theft coordinator within thirty (30) days after receipt of the complaint. Employer(s) must include all available records of the hours worked by the complaining employee or employees, the amounts paid to those employees, and any credits or deductions that may have been lawfully taken. Employer(s) may admit liability for either part of or the entire amount in dispute.

All Wage Theft inquiries and complaints will be managed by the Mayor's Office of Labor's Office of Benefits and Wage Compliance.

Submit inquiries and Official Complaints via email to wagetheft@phila.gov.

## RHODE ISLAND HANDBOOK ADDENDUM

# DRUG AND ALCOHOL POLICY: RHODE ISLAND ADDENDUM

This Rhode Island Addendum to the Drug and Alcohol Policy (the "Policy") applies only to applicants and employees in Rhode Island ("Applicants" and "Employees"). The Company administers its Policy for Applicants and Employees in accordance with Rhode Island law. Therefore, notwithstanding any provision to the contrary in the Policy:

- Employees are subject to post-accident drug testing only if the Company has reasonable suspicion that an employee's use of drugs is impairing his/her ability to perform his/her job.
- Employees who test positive for drugs shall not be terminated, but rather will be referred by the Company to a substance abuse professional ("SAP"), and shall be subject to return-to-duty testing. Such Employees also shall be subject to follow-up drug testing if such testing is recommended by the SAP. If an Employee tests positive



for drugs after he/she is referred to a SAP, he/she will be subject to appropriate disciplinary action up to and including termination of employment.

- Employees who have positive drug test results shall have the opportunity to have their specimens retested by an independent laboratory, at the Company's expense, and shall have a reasonable opportunity to rebut or explain their results.
- Test results shall be kept confidential, and positive test results may only be disclosed by the Company to employees who have a job-related need to know or to defend against any legal action brought by an employee against the Company.

If Applicants or Employees have any questions, they should contact Employee Relations or their Company Representative.

## **VERMONT HANDBOOK ADDENDUM**

## DRUG AND ALCOHOL POLICY: VERMONT ADDENDUM

This Vermont Addendum to the Drug and Alcohol Policy (the "Policy") applies only to applicants and employees in Vermont ("Applicants" and "Employees"). The Company administers its Policy for Applicants and Employees in accordance with Vermont law. Therefore, notwithstanding any provision to the contrary in the Policy:

- Employees shall not be subject to on-site testing.
- Employees shall not be subject to pre-assignment testing.
- Applicants with a conditional offer of employment are subject to pre-employment drug testing and will receive a
  copy of the Policy and this Vermont Addendum concerning the Company's testing procedures and the drugs to
  be tested. Therapeutic levels of prescription drugs will not be reported.
- Employees are subject to post-accident drug and/or alcohol testing only if the Company has probable cause to believe that they are using or are under the influence of drugs or alcohol on the job.
- Applicants and Employees subject to drug testing shall have the opportunity, at their request and expense, to
  have blood samples drawn at the time their urine specimens are provided, which will be preserved in such a
  way that they can be tested later for the presence of drugs.
- Applicants and Employees are notified, through this addendum, that over-the-counter medications and other substances may result in positive test results.
- Applicants and Employees who have a positive drug test result shall have an opportunity to (1) explain the
  result to the Company's MRO and why it may not be accurate; and (2) have a portion of their specimen
  retested at an independent laboratory at their expense.
- The first time an Employee tests positive for drugs, he/she will be immediately removed from his/her job functions for up to 3 months, and must participate in and successfully complete a drug rehabilitation program as part of the Company's EAP. Failure to participate in and/or successfully complete the drug rehabilitation program will result in termination. Employees who subsequently test positive for drugs, or who otherwise violate this Policy, will be subject to appropriate disciplinary action up to and including termination of employment.



• Information about drug and alcohol test results must be kept confidential, and should be released to a third party only pursuant to a written consent form signed voluntarily by the person tested or where compelled by a court of competent jurisdiction in connection with an action brought under the drug testing statute.

If Applicants or Employees have any questions, they should contact Employee Relations or their Company Representative.