



# U.S. National Associate Handbook

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**IMPORTANT DISCLAIMER**

THIS HANDBOOK, WHICH INCLUDES THE COMPANY’S U.S. HANDBOOK (“U.S. HANDBOOK”) AND THE SOUTH CAROLINA SUPPLEMENT TO THE U.S. HANDBOOK (“SOUTH CAROLINA SUPPLEMENT”) (TOGETHER, THE “EMPLOYEE HANDBOOK”), IS SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE COMPANY. MANY OF THE POLICIES CONTAINED IN THE EMPLOYEE HANDBOOK ARE BASED ON LEGAL PROVISIONS, INTERPRETATIONS OF LAW, AND EMPLOYEE RELATIONS PRINCIPLES, ALL OF WHICH ARE SUBJECT TO CHANGE. THESE POLICIES AND PROCEDURES ARE NOT INTENDED TO BE ALL-INCLUSIVE. PURSUANT TO SOUTH CAROLINA CODE ANN. §41-1-110, THE EMPLOYEE HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT. NOTHING IN THIS EMPLOYEE HANDBOOK SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT, AND THE COMPANY HAS THE RIGHT, AT ITS DISCRETION, TO MODIFY THE EMPLOYEE HANDBOOK AT ANY TIME. NOTHING HEREIN LIMITS THE COMPANY’S RIGHT TO TERMINATE EMPLOYMENT. ALL EMPLOYEES ARE EMPLOYEES AT WILL AND ARE FREE TO LEAVE COMPANY AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL.

AS A CORRESPONDING RIGHT, COMPANY HAS THE SAME RIGHT TO TERMINATE AN EMPLOYEE AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL. THE COMPANY REMAINS THE FINAL AUTHORITY AS TO THE PROPER INTERPRETATION AND APPLICATION OF THE PROVISIONS OF THE U.S. HANDBOOK AND SOUTH CAROLOINA SUPPLEMENT. NO ONE EXCEPT PEOPLE 2.0 HAS THE AUTHORITY TO WAIVE OR MODIFY ANY OF THE PROVISIONS OF THE EMPLOYEE HANDBOOK, OR MAKE REPRESENTATIONS TO THE CONTRARY, AND ANY SUCH WAIVER OR MODIFICATION IS REQUIRED TO BE IN WRITING AND SIGNED BY PEOPLE 2.0 AND BY THE EMPLOYEE OR THE EMPLOYEE’S AUTHORIZED REPRESENTATIVE. ANY ORAL AND WRITTEN STATEMENTS OR PROMISES TO THE CONTRARY ARE HEREBY EXPRESSLY DISAVOWED AND SHOULD NOT BE RELIED UPON BY ANY EMPLOYEE. THIS EMPLOYEE HANDBOOK SUPERSEDES AND REPLACES ALL PRIOR HANDBOOKS, POLICIES, AND PROCEDURES. IF AT ANY TIME YOU HAVE QUESTIONS, PLEASE ASK YOUR MANAGER OR HUMAN RESOURCE REPRESENTATIVE.

**ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE COMPANY’S U.S. HANDBOOK AND THE SOUTH CAROLINA SUPPLEMENT TO THE U.S. HANDBOOK (TOGETHER, THE “EMPLOYEE HANDBOOK”) ADOPTED 02/01/2021. I UNDERSTAND THAT I AM RESPONSIBLE FOR READING, UNDERSTANDING, AND ABIDING BY THE CONTENTS OF THE EMPLOYEE HANDBOOK. I FURTHER UNDERSTAND THAT ALL THE POLICIES CONTAINED IN THE EMPLOYEE HANDBOOK ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE COMPANY. I UNDERSTAND THESE POLICIES ARE NOT INTENDED TO BE ALL-INCLUSIVE. I FURTHER UNDERSTAND THAT NOTHING IN THESE POLICIES AND PROCEDURES CREATES A CONTRACT OF EMPLOYMENT, THAT I AM AN EMPLOYEE AT-WILL, AND MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME, EITHER BY ME OR THE COMPANY, WITH OR WITHOUT CAUSE. I RECOGNIZE THAT CHANGES IN THESE POLICIES WILL IN NO WAY ALTER THE “AT-WILL” NATURE OF MY EMPLOYMENT.

EMPLOYEE NAME (PRINT) \_\_\_\_\_ EMPLOYEE SIGNATURE

DATE

## Welcome

Welcome to People 2.0 (referred to as “People 2.0” or the “Company”). We wish you success as you join our team of Associates. We believe that each associate contributes directly to our growth and success, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our associates and to outline the policies, programs, and benefits available to you. You should familiarize yourself with the contents of this handbook as soon as possible, as it will answer many questions about your employment with People 2.0.

The policies in this handbook are guidelines, not a complete description of all standards of conduct or other principles applicable to your employment. This handbook is not a contract or guarantee. You are not guaranteed employment for any specific duration. Except for the policy of at-will employment, People 2.0 may change, delete, suspend, add to, discontinue, apply, and interpret any part of this handbook or any other policies at any time without notice or consideration. Associates may obtain the latest handbook via the online Workforce Portal. Exceptions to these policies may only be made by the Human Resources Department, and only in writing.

You are responsible for knowing Company policies contained in this handbook. This handbook (and any copies thereof) is the property of People 2.0 and is only authorized for access by current associates. Laws change from time to time and vary by jurisdiction. If a policy in this handbook is inconsistent with applicable law, we will follow applicable law. This handbook replaces and supersedes any other associate handbooks or statements of policy.

Nothing in this Handbook or in any other document or policy is intended to violate any local, state, or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (“EEOC”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local agency charged with the enforcement of any laws.

This Handbook may apply to employees working in a state with greater or different rights. Employees will receive an Associate Handbook Appendix to the Employee Handbook that provides information and policies applicable to employees working in that state. The Company complies with applicable state and local laws.

Our goal is to ensure that employment with People 2.0 is an enjoyable and rewarding experience. We therefore invite and encourage a continuous exchange of questions, suggestions, and information. Should you encounter anything that concerns you, please let us know. We want you to feel free to contact anyone at People 2.0; our door is always open.

### **At-Will Employment**

You are being employed by People 2.0; a national company headquartered in Pennsylvania. Your local staffing representative will be acting on our behalf with regard to your hiring, employment, and placement at job assignments with our clients. Your staffing representative will notify you of available work assignments for which you are qualified. You will be paid based on the client job position to which you are assigned. Your paycheck and W-2 will be issued by People 2.0, and workers' compensation, unemployment and other benefits are provided by People 2.0. Employment at People 2.0 is at-will, which means that both you and the Company may terminate the employment relationship at any time, with or without notice or cause. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and People 2.0 regarding the fact that employment with People 2.0 is at-will. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes the fact that employment with People 2.0 at-will. Only People 2.0 has the authority to enter into an employment agreement that alters the fact that employment with People 2.0 is at-will, and any such agreement must be in writing signed by an authorized People 2.0 representative.

### **Equal Employment Opportunity**

People 2.0 is committed to providing equal employment opportunities to all associates and applicants without regard to race, color, national origin or ancestry, citizenship status, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, physical or mental disability, age, veteran status, uniformed servicemember status, gender identity, genetic information (including testing and characteristics) and any other characteristic prohibited by federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

In furtherance of this commitment, the Company is committed to providing a work environment that is free of prohibited harassment. As a result, the Company strictly prohibits sexual harassment and harassment against applicant and employees based on any legally recognized status, as defined above, or any other status protected by federal, state, or local laws.

The Company's anti-harassment policy applies to all person involved in its operations, regardless of their position, and prohibits harassing conduct by any employee of People 2.0, including managers, supervisors, and associates. This policy also protects employees from prohibited harassment by third parties, such as clients, vendors, visitors, suppliers, independent contractors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by People 2.0, the procedures in this policy should be followed. The workplace includes actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), company-sponsored events, or company owned/controlled property.

### **Sexual Harassment Defined**

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

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

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails, or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress,

whistling, or making suggestive or insulting sounds;

- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets, or other social media postings;
- Physical conduct: touching, assault or impeding or blocking normal movements;
- Retaliation for making reports or threatening to report sexual harassment.

### **Other Types of Harassment**

Harassment on the basis of any legally protected characteristic, as identified above, is prohibited. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments, or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

### **Reporting harassment or discrimination**

Any applicant or associate who believes that they have been subjected to prohibited discrimination, harassment or retaliation by another associate, supervisor, manager or third-party doing business with the Company, or who believes another individual has been subject to such conduct, should immediately contact a staffing representative. If an associate does not receive a satisfactory resolution, the associate should contact the Human Resources Department at People 2.0 directly by emailing [HR@people20.com](mailto:HR@people20.com). Complaints can be made verbally, or in writing. Applicants and employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with People 2.0, or concern conduct occurring outside of work if it impacts the individual at work.

All supervisors must report complaints of misconduct under this policy immediately, so the Company can investigate and resolve the complaint(s).

After a report is received, a thorough and objective investigation will be undertaken. Confidentiality will be maintained to the extent practical and permitted by law. Investigations will be conducted as confidentially as possible and related information will only be shared with



others on a need-to-know basis. The investigation will be completed, and a determination made and communicated to the employee as soon as practical. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies, and during the investigation, to keep matters related to the investigation confidential.

If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

The Equal Employment Opportunity Commission ("EEOC") and equivalent state agencies will accept and investigate charges of unlawful discrimination and harassment at no charge to the complaining party. The nearest office of the EEOC and equivalent state agencies can be found in your local telephone directory or online at [www.eeoc.gov](http://www.eeoc.gov).

### **Manager's Responsibility**

All supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all employees under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to the designated Human Resources Representative so they may be investigated and resolved in timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

### **Protection Against Retaliation**

Retaliation is prohibited against any person by another employee or by the Company for using this complaint procedure, reporting proscribed harassment, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not

limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation, should report this concern to a staffing representative or the Human Resources Department at People 2.0. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

#### **Good Faith**

The initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

#### **Support for Individuals Impacted by Harassment or Retaliation**

The Company will strive to assist anyone who has been subjected to unwelcome harassment or retaliation to feel more comfortable in the work environment. Such assistance may, but does not necessarily include, transfer or reassignment. Any such assistance is at the Company's sole discretion.

### **Diversity, Equity, and Inclusion (DE&I)**

At People 2.0, we help our clients connect millions of people to work across a variety of skills and industries. Our company helps organizations around the world succeed while providing individuals with opportunities to grow and build essential skills.

For our company, succeeding as a global enterprise means embracing differences in a welcoming manner so that we continue providing our employees, clients, and vendors with the best of our company. As the name of our company suggests, People are at the heart of everything we do, and as an employer of millions of workers, People 2.0 embraces diversity, equity, and inclusion.

We recognize that our employees, clients, and partners are the most valuable asset we have and embrace and encourage differences.

We are committed and encourage our partners to building a diverse, equitable and inclusive culture that supports, and celebrates the distinct voices of our people. Our commitment extends into every aspect of who we are, and we recognize that to grow and succeed, we must each feel that we belong to an environment that values both our differences and the collective sum of our individuality, experiences, knowledge, creativity, self-expression, talents and points of view.

As an organization, we look to positively impact the communities where we live and work and partner with clients, and vendors, that share in our beliefs and commitments to equality.

Our commitment is reinforced through initiatives centered on our people and partners, creating an inclusive work environment that encourages:

- Respectful communication and cooperation,
- Teamwork and participation that empowers and advances all groups and perspectives,
- Giving to the communities and partners we serve to advance change and promote greater understanding and respect.

For People 2.0, inclusive conduct is centered on:

- Treating others with dignity and respect at all times,
- Fairness and seeking just results
- Striving to do what's right even when no one is looking
- Continuously listening to our people, partners, and the community

It is through our shared awareness, commitment, and embodiment of our principles that we continue to foster and encourage our clients to foster a culture of belonging, where everyone is welcome and appreciated. Our mission as an organization is to enhance every life our business touches.

All employees of People 2.0 have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion. Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of conduct that conflicts with the company's policy should seek assistance from a staffing representative or People 2.0's Human Resources Department.

## **Eligibility of Employment**

The Company is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If the employee cannot verify their right to work in the United States within three business days of employment, the Company will be required to terminate their employment immediately.

## **Employment Classifications**

Federal and state laws exempt certain associates from wage and hour requirements such as meal periods and overtime. The positions offered by People 2.0 through our staffing representatives are considered either non-exempt and eligible for over-time or exempt and not eligible for overtime. Associates will be notified of their employment classification with each assignment. An associate's exempt or non-exempt classification may be changed only upon meeting applicable requirements and you will be informed by written notification from People 2.0.

## **Employment Categories**

Full-time associates are those who are regularly scheduled to work 30 hours or more a week. Part-time associates are those who are regularly scheduled to work less than 30 hours a week. Employment beyond any initially stated period does not in any way imply a change in employment status.

Notwithstanding these employment categories, part-time associates may still be eligible for benefits if so provided under current People 2.0 policies. All associates should check with their Staffing representative to confirm benefit eligibility.

## **Success in Your Job**

Attendance, productivity, and follow-through are the keys to your success in our organization. When you are scheduled to work, both we and our client are counting on you to be there. Associates who show up for work on time every day have the best opportunity to secure the best positions and are often the first to receive raises or advancement opportunities when available.

## **Work Assignments**

Our goal is to match the skills and experience of each associate to a specific client position. If you do not feel that you are suited to the job to which you are assigned, you must finish your

shift, and then contact your staffing representative as soon as possible to see if another suitable assignment may be available. If you have a work-related problem, don't assume it cannot be resolved. Talk to your staffing representative as soon as possible.

If you walk off a job before your shift ends, we will assume you have quit your job with People 2.0. Your employment will be terminated, and you will not be eligible for other work through our Company. Eligibility for unemployment benefits may also be affected.

## **Work Schedule**

Work schedules and hours are set to meet the business needs of our clients. As a result, it is sometimes necessary to change schedules or hours. All work schedules and any changes will be communicated through your staffing representative. If a client representative asks you to change your schedule, be sure to confirm the change with your staffing representative so there is no confusion about your schedule or pay.

## **Timekeeping and Overtime**

Each assignment with the Company is classified as exempt or non-exempt as defined under the Fair Labor Standards Act (FLSA). An exempt employee is salaried and exempt from overtime pay. A non-exempt employee is paid at an hourly rate and is entitled to overtime pay under the (FLSA) or applicable state laws. Overtime is generally paid for hours worked over 40 in a work week unless daily overtime is required by state law. Employees will be notified of their employment classification at the beginning of each assignment. An employee's exempt or non-exempt classification may be changed only upon meeting exempt requirement and you will be informed by written notification from the Company. This timekeeping and overtime policy is applicable to all employees on assignment through People 2.0.

### **Reporting Time Worked**

#### *Non-exempt employees*

Each non-exempt employee is responsible for daily recording of all time worked for payroll and benefit purposes. This includes recording begin time and end time, as well as the beginning and ending of each meal period or extended break. Time worked is the time spent on the job performing assigned duties. Furthermore, non-exempt employees are responsible for ensuring that information provided on their timesheet is accurate and honest and it is a violation to work "off the clock." Falsifying timesheets is a violation of company policy and can result in disciplinary action. *Employees are responsible for ensuring that timecards are submitted by the*

*required deadline each week and that they accurately reflect ALL hours worked.*

If at any time during an assignment, an employee has a discrepancy with their timesheet, hours worked and/or hours paid, they must immediately escalate the concern to their recruiting representative, account representative or Human Resources ([hr@people20.com](mailto:hr@people20.com)). The matter will be reviewed and resolved.

### *Exempt employees*

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave, or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with the Company, the employee will be paid only for the days actually worked;
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence; and
- When an exempt employee receives an unpaid disciplinary suspension of one or more full days, imposed in good faith for workplace conduct rule infraction, the Company will not pay for such days of suspension.
- The Company may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay. The Company may also make lawful deductions from an employee's salary for penalties imposed in good faith for infractions of safety rules of major significance.

It is company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to their recruiting representative, account representative or Human Resources ([hr@people20.com](mailto:hr@people20.com)). Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

### **Overtime approval**

Employees are required to obtain approval from a manager at their worksite AND their staffing representative prior to working overtime. Employees who anticipate the need for overtime to complete the week's work must notify their supervisor and staffing representative in advance and obtain approval prior to working hours that extend beyond their normal schedule.

Employees who fail to obtain approval prior to working hours that extend beyond their normal workweek will be subject to disciplinary action. A continued pattern of working unauthorized or unapproved overtime may result in termination of employment. All non-exempt employees will be compensated for all overtime hours worked in accordance with state and federal laws.

### **Attendance**

If you are going to be late or absent for any reason, you must personally notify your staffing representative at least two (2) hours in advance or as soon as you are physically able. It is not enough to notify someone at the client site where you are working. The Company may inquire about the general reason for an absence, tardiness, or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

**Absences**

Two or more absences in one month is considered cause for disciplinary action unless the absence is excused or approved.

**Tardiness**

Tardiness in excess of two or more times in any one month is considered cause for disciplinary action unless the absence is excused or approved. Leaving work early that is not excused or approved, is included in the definition of tardiness.

**No Call/No Show**

Missing a scheduled work day and failing to notify your staffing representative of your absence is the same as quitting your job ("no call/no show"). If there is a no call/no show, People 2.0 will treat it as a voluntary quit on your part, and as a result, you will no longer be employed by People 2.0. Your eligibility for unemployment benefits may be affected.

The Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their staffing representative of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness, or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their manager or Human Resources. The Company will investigate the situation and any errors will be corrected.

**Employment/Wage Verification**

If you need to have your wages or employment verified, please contact the People 2.0 office or



email [HR@people20.com](mailto:HR@people20.com). Do not ask the worksite client to process these forms. The client will not have information concerning your employment or wages. Please allow at least 48 hours or two working days for processing once the forms are submitted to our third-party verification provider.

Some companies, such as mortgage or leasing companies, may need to provide additional information before verifications can be completed. Please allow two working days from when our third-party vendor receives this additional information for the form to be completed.

## End of Assignment

**IMPORTANT:** If your job assignment ends for any reason, you must contact your staffing representative within twenty-four (24) hours to receive a new assignment. If no work is available at that time, you must contact your staffing representative during office hours at least once each week thereafter to confirm your availability.

If you fail to contact your staffing representative for work as required above, we will assume that you have voluntarily quit, that you have found other work and/or do not want another work assignment. As a result, your employment with People 2.0 will automatically terminate and you may lose unemployment compensation benefits under state law.

## Quitting Your Job

If you should ever decide to quit your job and terminate your employment with People 2.0, we will want to know why. Your feedback can help us make this a better place to work.

Associates are encouraged to provide two weeks' notice to facilitate a smooth transition for the worksite client(s) and the Company. All resignations should be confirmed in writing.

Departing associates will be asked to confirm their forwarding address to ensure that correspondence and tax information is received in a timely manner. Final wages will be paid in accordance with applicable law. Associates with questions regarding their final paycheck should review the Final Pay Policy.

## Problems or Misunderstandings

We recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with your staffing

representative. Bring any work-related question or problem to your staffing representative, and NOT to a client representative at your job site.

Usually a staffing representative can resolve any concern. If you are not satisfied, however, you should ask to speak with the Manager of the branch office where you were hired. Your attempt to solve the work-related problem.

Should you be unable to resolve a work problem locally, you should contact the Human Resources Department at People 2.0 directly. Your staffing representative will provide you with the contact information of a People 2.0 Human Resources representative. While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

Please note that some Company policies, such as the Sexual and Other Unlawful Harassment policy, contain specific reporting procedures that should be followed. Employees should utilize this policy for reports and ideas that are not addressed through the Company's specific reporting procedures.

### **Pay Rate and Pay Days**

Pay rates vary by assignment. That means every job can pay a different wage. If you change assignments or work in more than one assignment during any pay period, do not assume that your pay rate will be the same for both. Make sure you know the wage for every job you work.

For overtime pay calculations, the workday and workweek may differ by assignment as they are set by our clients. Your supervisor will assign your work schedule. If you have any questions, please contact your staffing representative. Employees who enjoy the benefit of electronic direct deposit or pay card will receive deposit advice on each payday. Please check with your staffing representative to confirm your pay day.

### **Pay Advances**

People 2.0 does not provide pay advances to associates.

### **Pay Deductions**

The law requires that People 2.0 make certain deductions from every associate's paycheck. Among these are applicable federal, state, and local income taxes, and if applicable, amounts

based on a garnishment order. The Company must also deduct social security taxes on each associate's earnings up to a specified limit.

## **Electronic Payroll**

People 2.0 offers associates two electronic methods for receiving their pay: direct deposit or ATM payroll debit card ("paycard"). Direct Deposit allows People 2.0 to deposit your paycheck to your checking or savings account automatically. If you do not have a bank account, we can issue you a paycard. Paycards allow you to access your money through ATMs, checks and various point-of-sale (POS) locations.

All associates will be asked to authorize direct deposit or a paycard account. Please read the payroll authorization forms carefully and refer any questions to your staffing representative.

If you experience any difficulty using a People 2.0 paycard, please confirm the date your card is to be active and review the instructions provided with the card before taking any other action. If you need further assistance, call the toll-free customer service number on the paycard. Internet support is also available.

It is our responsibility to give you the information you need to understand and properly use your paycard. It is your job to read the instructions and ask any questions. Please review the information provided on paycard fees carefully. Fees apply to certain services and card usage.

## **Payroll Errors**

If you work regularly and follow all timekeeping procedures, the chance of a payroll error is very low. Unfortunately, a mistake that affects an associate paycheck can still sometimes occur. If there should be some mistake in your check, we will correct it and make sure you are properly paid. You only need to discuss the facts with your staffing representative to solve the problem quickly. Once we have correct information, we can arrange to credit your bank or paycard account promptly or issue a corrected check immediately.

## **Final Pay**

Final paychecks will be distributed on the next regular payday following termination or in accordance with state law. Please remember that the ending of a client assignment does not mean you are terminated with People 2.0. Final paychecks are only applicable when your employment with People 2.0 is terminated. Final pay will be paid according to the original method of payment selected by the associate. Final wages will be paid in accordance with

applicable law.

## **Associate Benefits**

People 2.0 values the contributions of its associates and offers benefit solutions that are in full compliance with the Affordable Care Act (ACA). Eligible associates at People 2.0 are provided a wide range of benefits and supplemental coverage.

This handbook does not include details or specifics on medical benefit plans. It is important to understand those details, such as what each plan covers, what is excluded, what you must do to obtain benefits, and how coverage is maintained during and after your employment. All that information, along with costs, is included in separate enrollment materials that were provided to you at the time you were hired.

People 2.0 also offers supplemental dental, vision, life insurance, and short-term disability plans at the associate's cost.

The Company complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses, domestic partners, and couples in a civil union. Employees should contact Human Resources if they have any questions regarding benefits eligibility for themselves or their spouses, domestic partners, or partners in a civil union. Employees with questions regarding People 2.0 benefits are encouraged to reach out to [benefits@people20.com](mailto:benefits@people20.com).

## **COBRA**

The federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") gives associates and their qualified beneficiaries the opportunity to continue health insurance coverage under People 2.0's medical and supplemental plans when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an associate; a reduction in an associate's hours or a leave of absence; an associate's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the associate or beneficiary pays the full cost of coverage at People 2.0's group rate plus an administration fee. The plan administrator provides each eligible associate with a written notice describing rights granted under COBRA when the associate becomes eligible for coverage under People 2.0's plans. The notice contains important information about the associate's rights and obligations.

Associates should refer to the Summary Plan Description or contact their staffing representative for additional information.

## **Safety**

The safety of our Associates is the most important concern of People 2.0. We intend to deal only with clients who are committed to maintain a safe workplace, and we expect associates to take safety seriously. We intend to comply with every safety rule and do everything possible to reduce the chances of an accident. We expect you to do the same.

As part of its commitment to safety, People 2.0 maintains a formal Safety Program. It starts with the careful selection of clients and associates, and includes control of worksite hazards, investigation of incidents, and a mandatory Return to Work program. The Safety Program also includes training, certain job preparation and standard safety rules. This Safety Program is designed to supplement the detailed safety instructions you may receive from the End User Client.

Every manager, associate, and client has responsibility for safety. As our associate, you are expected to know and follow all safety rules, to use available safety equipment, report any accident or unsafe condition, and work in a safe, responsible manner.

If you are injured while violating a safety rule or policy, benefits otherwise due under workers' compensation may be substantially reduced.

### **Prior Injuries and Physical Limitations**

We do not want to put any associate in a job that could cause harm or aggravate a prior injury. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact their staffing representative to request such an accommodation. If you have been previously injured, or if certain work could cause you harm, you must let your staffing representative know in advance. If you are physically limited in some way, if certain tasks are hard for you, or if you need any special accommodation to perform a job function, it is your duty to let us know in advance so that we can protect your safety.

### **General Safety Rules**

All associates are required to obey the safety rules set by People 2.0, End User Clients and government agencies. If you do not know the rules for your job, **ask!** If an accident occurs

while you are in violation of safety rules or policies, your workers' compensation benefits may be affected.

Wherever you work, remember these basic rules or guidelines:

- Never do any work you feel is unsafe or could cause injury.
- Do not perform tasks unless you have been trained to perform them and are familiar with the risks associated with them.
- Always follow the safety instructions of the supervisor on the job.
- Fighting, disorderly conduct and practical jokes or "horseplay" are not allowed at any site.
- Do not operate any vehicle, equipment or power tool without permission and the proper advance training (field associates may not train on a forklift without permission).
- No associate will be allowed to work if he/she is impaired due to fatigue, illness, medication, drugs, alcohol, or other causes. Use of illegal drugs, abused or nonprescribed prescription drugs and alcohol while on the job is strictly prohibited. Every associate is to help keep the workplace neat, clean, and free of obstructions.
- Always wear clothing and footwear that are appropriate to the workplace. When personal safety equipment (including hard hats, safety glasses, gloves, etc.) or special clothing is provided, its use is mandatory, not optional.
- Never remove or bypass safety guards or devices. Obey all safety signs and tags.

All unsafe conditions and any accident or injury must be reported to your staffing representative immediately.

### **Prohibited Work**

In any job we offer you, the type of work and the specific job duties have been defined and agreed upon with the client. Basic responsibilities will be explained before you begin your assignment. You should never do work for a client that is different from the job we described. If you are asked to do other work, decline and report the request to your staffing representative immediately.

On the job, no associate is allowed to:

- Operate a vehicle, a forklift, machine, or power tool without training and special permission from the Company
- Work more than five (5) feet above the ground or on a roof
- Work on a ladder or scaffold without specific permission and an advance inspection by a staffing representative or a People 2.0 manager
- Work in holes that go more than five (5) feet below the ground, or in any confined space
- Handle move or work with hazardous chemicals or materials

Associates can be terminated for doing unauthorized work. Benefits otherwise due under workers' compensation may be affected.

### **Clothing and Protective Gear**

Some jobs require special clothing or personal safety equipment. When items such as safety glasses, hard hats, earplugs, or gloves are provided, you are required to use them. If a job requires hard-toe boots, you will not be allowed to work without them.

Hard hats must be worn with the bill in front. Stereo headphones will not be allowed as a substitute for hearing protection. The following safety precautions apply if you work around moving equipment or machinery:

- Loose clothing is dangerous and cannot be worn
- Sleeves should be rolled down and buttoned, shirts tucked into pants
- Rings, loose ribbons, and dangling jewelry must not be worn
- Long hair is especially dangerous and must be kept behind the neck and shoulders, so it will not get tangled in moving parts

### **OSHA Hazard Communication**

You have a right to know about any safety hazards in your workplace. Staffing representative or client representative will explain:

- Any chemical or material substances that are known hazards at your job site and to which you may be exposed
- Any material safety data sheets that describe any hazardous materials and what to do if you are exposed
- How to identify and properly handle any hazardous substances (if you are approved to do so)

If you ever have a question about a chemical or substance at your job, be sure to ask your worksite supervisor for more information.

### **Special Equipment**

Do not operate any vehicle, machinery, equipment, or power tool until you have been properly trained in its use. If you do not have permission from staffing representative, you cannot operate a vehicle or machine, power equipment or power tools, even for training purposes.

Punch presses, drills and saws can cause serious injury. People 2.0 may accept positions that involve this kind of work only with specific restrictions and when specific precautions are taken.

If you are asked to work with such equipment, be sure to contact your staffing representative for approval in advance. If it is permitted, special training and pre-qualification will be required.

**Lifting**

Some jobs may require heavy lifting. Associates in those jobs should know proper lifting techniques. If you have not received instructions on lifting techniques, please notify a staffing representative manager for a training session.

Proper lifting means bending at the knees and grasping the load firmly while you keep your back as straight as possible and avoid twisting. You should lift by straightening your legs. Be sure to ask for help if you think an object may be too heavy or too awkward to lift alone. Lifting more than 50 pounds without assistance is prohibited.

**If You Are Injured**

If you are injured on the job in any way, however minor, you must report the incident to your staffing representative immediately. Reporting an incident to a client supervisor on the job is not enough. You will be directed to a People 2.0 Preferred Provider for treatment. Please be sure to name "People 2.0" as your employer. Except in a true emergency, you should not leave the worksite without reporting an injury.

People 2.0 carries workers' compensation insurance to protect and benefit any associate who may be hurt on the job. People 2.0 has a managed care arrangement with nearby medical facilities to ensure that an injured associate receives treatment. Once you report the injury, you will be directed to a Preferred Medical Provider.

To receive medical attention for an on-job injury, and any workers' compensation benefits that may apply, there are certain steps you must follow. Reporting an injury promptly is the first and most important step. Once you do that, the Company can guide you through the next steps.

Except in a life-threatening emergency, you will be treated by a Preferred Provider. Depending on the circumstances, you may be required to submit to a drug test. If drugs or alcohol were the proximate cause of the accident, your workers' compensation benefits could be affected.

After you have been treated, a doctor will determine what work you can do: regular work, light work, or no work at all. A doctor's report will determine whether you need time off or not. You may be eligible for a state or federal family and medical leave of absence that will run concurrently with a leave of absence due to an industrial injury or illness.



As soon as you are able, you must come to your staffing representative to complete an Injury Report. The report will let our Risk Management Department and our insurer know exactly what happened, how and where you were hurt, and how we can avoid a similar accident in the future.

### **Returning to Work**

Unless a doctor says you are unable, you must report for work the day after any injury. If a doctor says you cannot work at all, you must provide written notice from the doctor and call a staffing representative manager the next day to discuss your situation. Whether you are released for light or limited work, or for regular duty, we will work with you to locate a suitable job for you the next day.

### **Fraud Policy**

Workers' compensation is designed to limit the loss of an associate who is injured or becomes ill in the course of their work. People 2.0 is committed to ensure that its associates receive the benefits to which they are legitimately entitled. Benefits are usually available when an injury or illness is both work-related and medically verified.

If an injury or illness was not caused by an on-the-job accident or condition, if an accident or illness never happened, if there were no real injuries, or injuries are falsely exaggerated, filing a claim for workers' compensation benefits is fraud. Secretly working another job while collecting Workers' Compensation payments is illegal and it is also fraud.

### **Disability and Accommodation**

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, People 2.0 will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact a Staffing Representative to request such an accommodation. The staffing representative will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, People 2.0 will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

People 2.0 will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state, or local law.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

### **Religious Accommodation**

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of the Staffing Representative to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule

adjustments, as far in advance as possible.

## **Family and Medical Leave (FMLA)**

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law. For more information regarding leave under this policy, associates should contact their Staffing Representative.

### **Eligibility**

To be eligible for FMLA leave under this policy, associates must:

1. Have worked for a total of at least 12 months; and
2. Have worked at least 1,250 hours over the twelve (12) months preceding the date the leave would commence; and
3. work at a location where there are at least fifty (50) associates within seventy-five (75) miles, as of the date the leave is requested.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

### **Conditions Triggering Leave**

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA leave may be taken for any the following reasons:

- The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a

“Covered Servicemember,” as defined below (Military Caregiver Leave).

## Definitions

- “Child” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. “Child,” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- “Parent” for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- “Covered Active Duty” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- “Covered Servicemember” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.
- “Spouse” means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.

- "Key employee" means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.
- "Serious health condition" means An illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the associate from performing the functions of his or her job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of continuing treatment and serious health conditions.
- "Qualified exigencies" mean: Activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment briefings.

### **Identifying the 12-month Period**

People 2.0 measures the twelve (12) month period in which leave is taken by calendar year (defined as a 12-month period, e.g., fiscal year)/"rolling forward" (from the date leave begins)/"rolling back" (measured backward from the date of any FMLA leave). In addition, FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses

will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury or illness or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

### **Intermittent Leave**

Eligible associates may take FMLA leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule when medically necessary for the serious health condition of the associate or immediate family member. When medically necessary, leave for birth of a child, to care for a newly born child or for placement of a child for adoption or foster care generally may be taken on an intermittent basis (not all at one time) or on a reduced leave schedule (reducing the normal hours per workday or workweek during the leave). Associates who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt business operations. Intermittent leave is permitted in intervals of at least one hour, or at the same intervals as provided in People 2.0's leave policy, whichever increments are smaller.

### **Use of Accrued Paid Leave**

If an associate has paid leave accrued according to Company policy, the Company may require the associate to use his or her paid leave as part of his or her FMLA leave as permitted by applicable law. The associate may also elect to use paid leave available to him/her, but to do so must provide notice to the Company as required pursuant to Company policy regarding such leave. After all accrued paid leave is taken in accordance with Company policy, the remainder of the twelve (12) week leave will be unpaid.

### **Maintenance of Health Benefits**

During FMLA leave, if an associate is a participant under a group health benefit plan, an associate's group health benefit will remain the same as before the leave began, subject to any general changes in plan coverage. Associates on FMLA leave, however, are responsible for payment of their normal portion of the premium. Company leave benefits (vacation, sick, personal, etc.) will not accrue during periods of unpaid FMLA leave.

### **Procedures**

When seeking leave under this policy for Bonding, Family Care, Serious Health Condition and

Military Caregiver Leave, associates must provide the following:

1. Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable, or notice as soon as possible or practicable in the case of unforeseeable leave and in compliance with normal call-in procedures, absent unusual circumstances.
2. Medical certification supporting the need for leave due to a serious health condition affecting the requesting associate or an immediate family member within fifteen (15) calendar days (of People 2.0's request to provide the certification (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form). Failure to do so may result in delay of the commencement of leave, withdrawal of a preliminary designation of FMLA leave or denial of a leave request. Second or third medical opinions and periodic re-certifications may also be required.
3. Periodic reports as deemed appropriate during the leave regarding the associate's status and intent to return to work.
4. Medical certification of fitness for duty before returning to work if the leave was due to the associate's serious health condition. People 2.0 will require this certification to address whether associates can perform the essential functions of their position.

When seeking leave under this policy for military emergency leave requirement, associates are required to provide:

1. As much advance notice as is reasonable and practicable under the circumstances;
2. A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
3. A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

### **Employer Responsibilities**

To the extent required by law, the Company will inform associates whether they are eligible for leave under the FMLA. Should associates be eligible for FMLA leave, the Company will provide eligible associates with a notice that specifies any additional information required, as well their rights and responsibilities. The Company will also inform associates if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against associates' leave entitlement. If associates are not eligible for FMLA leave, the Company will provide a reason for the ineligibility.

### **Job Restoration**

Upon returning from FMLA leave, associates will typically be restored to their original position

or to an equivalent position with equivalent pay, benefits and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if they had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

**Failure to Return After FMLA Leave**

If an associate fails to return to work as scheduled after FMLA leave or if an associate exceeds the 12-week FMLA entitlement, the associate will be subject to People 2.0's other applicable leave of absence, accommodation and attendance policies. This may result in termination if the associate has no other Company provided leave available to her or him that applies to the continued absence. Likewise, following the conclusion of the FMLA leave, People 2.0's obligation to maintain the associate's group health plan benefits ends (subject to any applicable COBRA rights).

**Confidentiality**

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by the Company as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

**Fraudulent Use of FMLA Prohibited**

An employee who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employee due to such fraud.

**Nondiscrimination**

The Company takes its FMLA obligations very seriously and will not interfere, restrain, or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes their FMLA rights have been violated in any way, they should immediately report the matter to their Staffing Representative.

**Additional Information Regarding FMLA**

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is attached to this Handbook.



Employees should contact their Staffing Representative as to any FMLA questions they may have.

**State Law**

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should contact their Staffing Representative for additional information.

People 2.0 provides leaves of absence taken by members of the uniformed services, including Reservists, National Guard members for training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service.

Unless military necessity prevents it, or is otherwise impossible, an associate should provide notice of the need for leave as far in advance as reasonable. To request a temporary or extended military leave of absence, the associate should provide submit a request for leave of absence. Please contact your Staffing Representative for more information.

**Lactation Accommodation**

The Company provides a reasonable amount of break time to accommodate an associate's need to express breast milk for the associate's infant child. The Company will coordinate with each worksite to make a reasonable effort to provide the associate with the use of a room or other location near the associate's work area for the associate to express milk in private.

**Eligibility**

An associate who would like to request an accommodation to express milk should complete a company Accommodation Request Form. The Company reserves the right to deny an associate's request for a lactation break if the additional break time will seriously disrupt operations.

Associates requesting an accommodation under this policy should complete a company Accommodation Request Form and contact a Staffing Representative to request designation of a location and time to express breast milk under this policy. Non-exempt associates should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

## **Jury Duty and Court Attendance Leave**

People 2.0 provides unpaid leave to eligible associates who are called to serve as jurors or who are summoned to appear as witnesses in a judicial proceeding, pursuant to a subpoena or other court order.

Associates should notify the Company as soon as practicable of the need for leave under this policy when they are called to jury service or summoned to witness duty, including providing appropriate documentation. Time off for jury or witness duty will be unpaid except where required otherwise by applicable state law and except that exempt employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty. The Company will comply with all state laws regarding pay for jury leave. Any mileage allowance, fee, etc. paid for jury or witness duty will be credited against any payments made to employees by the Company. If applicable, associates may use accrued, unused vacation or personal time off for leave taken under this policy.

Upon receiving a jury summons, subpoena or other court order requiring appearance in a judicial proceeding as a witness, the associate should notify their Staffing Representative. Associates should submit appropriate documentation, including a copy of the jury summons, subpoena, or other court order as soon as practicable. Associates are expected to report to work whenever the court schedule permits.

## **Time Off to Vote**

The Company encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift. If employees do not have sufficient time to vote, however, that employee should discuss the matter with a supervisor. The Company will comply with all applicable state and municipal voting time laws.

## **Other Leaves of Absence**

Many states require employers to provide their employees with additional leaves of absence, such as pregnancy disability leave, bone marrow donation leave, and school activities leave. Please check the applicable state appendix to this Handbook for additional information and contact their Staff Representative with any questions.

## **Non-Retaliation**

No action will be taken against any associate in any manner for requesting or taking any of the leaves of absence provided for in this section of the Handbook.

## **Personnel Data Changes**

It is the responsibility of each associate to promptly notify their staffing representative or People 2.0 of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

## **Employment Records**

Associates or a designated agent of the associate may request to inspect his or her own employment record. People 2.0 will make these records available during regular business hours. Requests to inspect associate records must be made at least 48 hours in advance. If an appointment is requested for a designated agent to inspect the employment record, the associate must make that designation in writing. Employees may not be allowed to view investigation records or any letters of reference that have been prepared or collected by management. Employees will be provided access to personnel records in accordance with applicable state law. Copies of personnel records will be provided according to applicable state law. Only authorized members of management and Human Resources have access to an employee's personnel file. However, the Company will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or local, state, or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.

## **Drug-Free Workplace**

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or nonprescribed prescription drugs and alcohol.

### **Drug Use/Distribution/Possession/Impairment**

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state, or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore the use of marijuana and marijuana products is prohibited by this policy. The Company will accommodate individuals who are medically certified to use marijuana by their home state where required to do so by law, but in no case may an employee use or possess marijuana or marijuana products at work or during work time or work while impaired.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

#### **Alcohol Use/Distribution/Possession/Impairment**

All employees are prohibited from distributing, dispensing, possessing, or using any beverage or medicine containing alcohol while at work or on duty and from coming onto company premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

#### **Prescription and Over-the-Counter Drugs**

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Marijuana remains illegal as a matter of federal law and therefore its use or possession violates

this policy. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse other policy violations related to medical marijuana.

## **Workplace Violence**

The safety and security of employees is of vital importance to People 2.0. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect company employees or that occur on the Company’s premises, will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company’s premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Company premises; and

- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or the individual's family, friends, associates, or property with harm;
- The intentional destruction or threat of destruction of People 2.0, People 2.0's client or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to their Staffing representative.

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with People 2.0. We will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

### **Weapons in The Workplace**

The Company strictly prohibits employees, or any other person providing services to the Company or located on the Company's premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company. Unless this prohibition is contrary to state or local law, the workplace specifically includes company parking areas. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of the employee's duties and the employee has written permission from People 2.0. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles, and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

## **Use of Technology**

Our clients maintain their information and communications systems, including, without limitation, computers, laptops, networks, internet facilities, email, voice mail, and telephones, as well as connectivity with devices that may be owned by associates (such as mobile phones), at great expense to facilitate their business. The following policies are applicable to those systems:

- Use of these systems is a privilege, not a right, and our clients reserve the right to govern, monitor, and restrict use in any way it deems appropriate. The equipment, services, and technology provided associates remain at all times the property of our clients.
- The systems are provided for business purposes only. While nominal personal use is inevitable (for instance, to call home in an emergency), such use must be kept to a reasonable (and in most cases, a minimal) level, and associates must exercise good judgment in not using the systems excessively or for inappropriate purposes (for example, socializing, promoting personal business, proselytizing, sending chain messages, or accessing information which Associates do not have a legitimate job-related need to know). People 2.0 and our clients reserve the right to determine whether use is reasonable or appropriate. Under no circumstances may an associate use the systems for a purpose that is or is intended to be harmful or disruptive, that interferes with their work or someone else's work, or that violates People 2.0's or our

client's policies. Use of the systems for any illegal purpose is prohibited, as is using information or other property belonging to another in violation of trademarks, patents, or copyrights, or software license agreements.

- Associates should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Company computers or personal computers used for Company business, or on the Company's voicemail system may be accessed by the Company at any time without prior notice. Client systems are not private, and associates have no expectation of privacy when using them. Use can be tracked, monitored, recorded, intercepted, and otherwise seen or heard by others without their knowledge or permission, and our clients reserve the right to do so at any time. For instance, if associates access the Internet, the sites visited can be tracked.
- An associate should only access the libraries, files, data, programs, and directories that are related to their own work duties. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of the Company or client, or improper use of information obtained by unauthorized means, is prohibited. Associates should not send e-mail or other communications that either mask their identity or indicate that someone else sent them. An associate should never access any technical resources using another associate's password.
- Subject to the applicable law, and the Company's Social Media Policy, sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted by computer, voice mail, e-mail, or telephone systems must not contain content that may reasonably be considered offensive to any associate. Offensive material includes, but is not limited to, pornography of any kind, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, HIV-positive status, possession of the sickle-cell anemia genetic trait, as well as any other category protected by federal, state, or local laws. Notwithstanding anything stated in this policy, communications relating to work conditions, associate complaints, and any type of activity protected under state or federal labor laws, including concerted protected activities, are not restricted by this policy.
- The Company does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Company reserves the right not to provide a defense or pay damages assessed against associates for conduct in violation of this policy.



- Use of the systems to view, receive, download, store, create, display, or transmit obscene, pornographic, or offensive material (whether written, verbal, graphic, or otherwise), or to illegally discriminate against or harass others (see the discrimination and harassment policies) is prohibited. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

### **Electronic Devices Use**

While at work, associates are expected to exercise the same discretion in using personal cellular phones, PDAs, and other handheld electronic devices as is expected for the use of all Company devices and equipment. In the remainder of this policy, these devices are collectively referred to as "handheld devices." Excessive use of these handheld devices during the workday can interfere with associate productivity and be distracting to others. A reasonable standard is to limit personal calls during work time to no more than a few per day as needed. Associates are, therefore, asked to use these handheld devices on non-work time and to ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention. The Company will not be liable for the loss of handheld devices brought into the workplace.

To maintain the security of the Company's premises and systems, the Company prohibits unauthorized photography, audio or video recording of its associates, confidential documents, or customers. Thus, you are strictly prohibited from using a PDA or other recording device to record audio and/or video in the workplace as permitted by applicable law.

Associates may not use a cell phone, PDA or any other handheld device in a manner that violates the Company's Discrimination and Harassment policy or other Company policies. Associates may not use a cell phone, PDA or any other handheld device in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Associates who violate this policy are subject to discipline, up to and including immediate termination of employment.

Associates are expected to refrain from using their handheld devices (whether personal or Company purchased) while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, associates may not use any handheld device while driving. Under no circumstances are associates allowed to place themselves or anyone else at risk to fulfill business needs. Associates who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Associates who violate this policy will be subject to

disciplinary action, up to and including termination.

## **Company Property**

All items of work produced by Associates in the course of their employment with People 2.0 are considered the sole intellectual property of the client requesting the work. There is no condition or situation that will allow an associate to take company property for personal use. The repercussions of such actions can ruin the Company's reputation and cause irrefutable damage.

## **Confidentiality and Non-Disclosure**

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a

union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

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

All employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor, or any entity that engages in business with the Company;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor, or any entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts, or other advantages not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;

- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's job duties for the Company;
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

If an employee has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the employee is in doubt concerning the proper application of this policy, they should promptly discuss the matter with their staffing representative and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits employee affiliations or activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

## **Social Media**

The Company respects the legal rights of its employees and understands that employees' time outside of work is their own. However, employees should be mindful that their social media activity, even if done off premises and while off-duty, could affect the Company's legitimate business interests. For example, the information posted could be the Company's confidential business information. In addition, some readers may mistakenly view you as a spokesperson for the Company. Consequently, social media activity is a legitimate and proper focus of Company policy.

For purposes of this Policy, "social media activity" includes all types of posts and other communications on the Internet, including but not limited to, posts on social networking sites, such as Facebook, LinkedIn, and Google+; blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter; and posts of photographs, video or audio on media-sharing sites, such as YouTube, Instagram or Flickr. "Social media activity" also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog.

## **Scope of This Policy**

This Social Media Policy applies:

- to all Company employees;
- to social media activity for business or personal purposes;
- to social media activity while on or off duty, when on or off the Company's premises, and while using the Company's or personal electronic resources;
- to social media activity that relates in any way to, or may reflect on or impact, the Company's business, employees, customers, business partners, vendors, suppliers, or competitors; and
- regardless of whether you identify your affiliation with the Company in your social media activity or in your account profile or post anonymously or using a pseudonym.

### **Guidelines**

The Company values its established brand reputation and good will relationships. These are important corporate assets. When you engage in social media activity that identifies you as a Company employee, or in any way relates to, or reflects on, the Company, you should bear that in mind and follow the guidelines listed below:

- **Be Civil to your audience.** When you engage in social media activity, your audience generally will be much broader than your family members and personal friends, especially if you do not use privacy settings to restrict access to your social media account. That means any member of the Company's workforce as well as the Company's current and prospective customers, business partners, vendors, suppliers, and others who do business with the Company may be in your audience. You should expect that this audience will come from diverse backgrounds and may view the world differently from you. Failing to respect others and their varying viewpoints could undermine the Company's brand reputation and good will relationships or materially disrupt civil relationships in the workplace. For these reasons, we expect our employees to act in social media with common courtesy, decency, dignity, and respect for the rights and feelings of others and to exercise sound business judgment.
- **Limit personal use.** You may use the Company's electronic resources to engage in social media activity for non-business purposes during non-working time as long as that activity involves only an incidental amount of your time, does not interfere with your or your co-workers' job responsibilities, and complies fully with all Company policies. You may not maintain an open connection to, or stream, any social media site. Such non-business use is a privilege that may be withdrawn if abused.
- **Know and follow the rules.** Your social media activity is subject to all pertinent Company policies, including, but not limited to, Conflicts of Interest Policy, Non-

Disclosure and Confidentiality Policy, Electronic Devices Use Policy, Use of Technology Policy, Discrimination and Harassment Policy, and other personal conduct policies.

- **Express only your personal opinions.** Unless you have received prior authorization from People 2.0, you should not represent in any social media content that you are authorized to speak on the Company's behalf, or that the Company has reviewed or approved your content. If that will not be obvious from the content or context of your post, you should put in your post "#notanofficialspokesperson" or state in your account profile or your post, "*The views expressed in this post are my own. They have not been reviewed or approved by People 2.0.*"
- **Be respectful.** You should not post content about, or any image of, the Company, management, co-workers or customers that is vulgar, obscene, threatening, intimidating, knowingly or recklessly false, hateful, or a violation of the Company's policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic. You should not disparage the Company's products or services, or the products or services of its vendors or competitors.
- **Use of company logo.** You should not use the Company's logo, trademark or proprietary graphics in a way which suggests that you are representing the Company or while engaging in conduct that violates Company policy. For example, you should not create a social media page with the Company's logo placed in a way which might suggest to readers that the Company is sponsoring the page.
- **Protect confidential business information.** You should not disclose or post images or video of any of, the Company's trade secrets or confidential business information or of any confidential business or manufacturing processes. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Confidential business information may include, but is not limited to, non-public financial data, marketing strategies, product launches, pricing policies; plans for the acquisition or disposition of corporate assets, non-public information about customers, and the Company's attorney-client communications.
- **"Friending".** Managers should avoid situations that may compromise their ability to lead or make objective management decisions or that might undermine the culture within the location(s); keep this in mind when making or responding to friend requests or similar requests to connect in social media. Any employee may reject a friend request from any other employee without fear of retaliation. Any employee may reject any such request without fear of retaliation.
- **References.** All requests for references or recommendations received through social media activity must be handled in accordance with the Company's policy on responding to these requests.

**Addressing Concerns**

Experience demonstrates that you are more likely to resolve concerns about work by speaking directly with your co-workers, supervisor, or other management-level personnel, or by contacting the Company's human resources hotline, than by posting them on the Internet. If you decide to express concerns in social media, avoid using any content that reasonably could be viewed as malicious, obscene, threatening or intimidating; that disparages employees, customers, or vendors; or that might constitute harassment or bullying.

**Enforcement**

Failure to comply with this Policy may lead to discipline, up to and including termination of employment, and if appropriate, the Company will pursue all available legal remedies.

**Standard of Conduct**

To assure safety and security and provide the best possible work environment, we expect employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in disciplinary action, including suspension, demotion, or termination of employment:

- Falsification of employment records, employment information or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;
- Theft or the deliberate or careless damage of any company property or the property of any employee or client;
- Use of company materials, supplies, tools, or products for personal reasons without advanced permission from management;
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring, or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;

- Carrying firearms, weapons, or dangerous substances at any time, on premises owned or occupied by the Company, unless state law provides otherwise;
- Using abusive, violent, threatening, or vulgar language at any time during working hours or while on premises owned or occupied by the Company;
- Absence scheduled workdays without prior notice to the Company;
- Failing to obtain permission to leave work during normal working hours;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave. **Note: For employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues;**
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule, or procedure of the Company; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions, and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Employee Handbook, only People 2.0 has the authority to enter into an employment agreement that alters the fact that the employment relationship is at-will, and any such agreement must be in writing and signed by People 2.0 or an authorized representative.

## **Personal Business and Solicitation**



The Company has established the following rules applicable to all employees and non-employees that govern solicitation, distribution of written material and access to Company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during his or her working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed;
- Non-employees are not permitted to solicit or to distribute written material for any purpose on company property; and
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

## **Working for A Client**

Some Clients may offer an associate long-term employment after they have worked in a temporary assignment for a certain time (usually 90 days). No client promises to hire everyone who completes that time, and no associate is guaranteed a job with any client company.

The hiring of People 2.0 associates is governed by a contract with each client. If a client wishes to hire a People 2.0 associate, it must be arranged and/or approved through your staffing representative, and People 2.0. If you are interested in a job with a client, ask your staffing representative for details.

## **Reporting and Anti-Retaliation Policy**

### **We Encourage A Speak Up Culture**

Choosing to speak up about workplace concerns helps builds a healthy, ethical, and compliant company and is part of our culture. To promote that culture, the Company encourages

employees to speak up and raise questions and concerns promptly about any situation that may violate our Code of Conduct, our core values, or our policies. At People 2.0 our people are our most valuable asset. It benefits all of us if we raise our concerns so the Company may consider them carefully and address them properly.

### **Follow the Company's Commitment to our Code and the Law**

The Company is deeply committed to promoting a culture of ethical conduct and compliance with:

- Our Code, Core Values, and policies;
- The laws, rules, and regulations that govern our business operations; and
- Best practices in accounting, auditing, and financial reporting matters.

We expect all of our employees, officers, directors, and agents to follow this commitment in all aspects of their work.

### **Raise Good Faith Questions and Concerns About Conduct that may Violate our Code**

Consistent with our commitment to ethics, compliance, and the law, we welcome your good faith questions and concerns about any conduct you believe may violate our Code, especially conduct that may be illegal, fraudulent, unethical, or retaliatory. For purposes of this policy, and because our Code captures standards of ethics and compliance at a broad level, references to our "Code" should be read to encompass all of our obligations to perform our jobs in a manner that is consistent with the Company's policies and procedures, as well as applicable laws.

We promote an environment that fosters honest, good faith communications about matters of conduct related to our business activities, whether that conduct occurs within People 2.0, involves one of the Company's contractors, suppliers, consultants, or clients, or involves any other party with a business relationship to People 2.0.

Nothing in this Employee Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws. Other parts of this Handbook address the confidentiality of the Company's trade secrets and other proprietary information. You should note that in raising any questions or concerns you may have about potentially illegal conduct, pursuant to the 2016 Defend Trade Secrets Act (DTSA), no individual will be held criminally or civilly liable under

Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) made **in confidence to** a Federal, State, or local government official, either directly or indirectly, or to an attorney, and made **solely for the purpose of** reporting or investigating a suspected violation of law; or, (B) made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public. And, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order or arbitration award.

### **The Company Does Not Tolerate Retaliation**

Coming forward with questions or concerns may sometimes feel like a difficult decision, but we are committed to fostering an environment that does not deter individuals from speaking up when they observe conduct that may violate our Code. For that reason, the Company will not tolerate retaliation of any kind because an employee in good faith raises a question or concern about a violation or suspected violation of our Code, our policies, or the laws and regulations under which we do business, or because the employee participates in or cooperates with an investigation of such concerns.

Retaliation is any conduct that would reasonably dissuade an employee from raising, reporting or communicating about good faith concerns through our internal reporting channels or with any governmental authority or from participating in or cooperating with an investigation or legal proceeding raising such concerns.

Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

The following are examples of potential retaliation the Company prohibits:

- Adverse employment action affecting an employee's salary or compensation;
- Demotion, suspension, or termination of employment;
- Taking away opportunities for advancement;
- Excluding an employee from important meetings;
- Threatening an employee who has made a report;
- Directing an employee who has made a report not to report to outside regulators;

- Deliberately rude or hostile behaviors or speech; and
- Creating or allowing the creation of a work atmosphere that is hostile toward an employee who has reported a concern.

It is the Company's policy to adhere to all applicable laws protecting our employees against unlawful retaliation or discrimination as a result of their raising good faith questions or concerns. If you are ever aware of an instance or threat of retaliation, please immediately report it.<sup>1</sup>

### **How to Raise Questions and Concerns**

Employees can submit their good faith questions or concerns about conduct they believe may violate our Code, our policies or the laws and regulations under which we do business to:

- Their staffing representative, supervisor, or manager
- Human Resources

When an employee raises a concern, the Company will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review. Please note that employees can submit concerns anonymously and confidentially through [HR@people20.com](mailto:HR@people20.com).

When raising concerns, we ask that employees provide as much detailed information as possible, including the background and history of the concern, names, dates, and places where possible, and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that the Company may conduct an appropriate review and if necessary, begin an investigation.

Please note as well that People 2.0 does not prohibit anyone from electing to report concerns to, make lawful disclosures to, provide documents or other information to or communicate with the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency about conduct believed to violate laws or regulations. The Company also does not prohibit employees from participating in an investigation or proceeding conducted by one of these agencies.

**What People 2.0 Will Do**

People 2.0 is committed to reviewing all reported concerns, conducting proper, fair, and thorough investigations tailored to the circumstances, and taking appropriate remedial and concluding steps as warranted. All action taken by the Company in response to a concern will necessarily depend on the nature and severity of the concern. This may include initial inquiries and fact-gathering to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. Note that an investigation into concerns raised is not an indication that they have either been confirmed or rejected. The Company complies with the law in conducting investigations and expects that employees will cooperate with an investigation, except when voluntary compliance with an investigation is being requested. The Company also expects that employees will provide truthful information when participating in an investigation and, during the investigation, will keep matters related to the investigation confidential.

Remember, all good faith concerns and reports raised under this policy will be taken seriously.

**Adherence to This Policy**

Employees who believe that they have been subjected to any conduct that violates this policy may register a complaint using the procedures outlined above. Any employee who unlawfully discriminates or retaliates against another employee as a result of the employee's protected actions as described in this policy may be subject to corrective action, up to and including termination.

**If You Get Hurt on the Job**

Report the accident to your staffing representative immediately.

**For Medical Treatment, please obtain a list of providers from your staffing office**

**If You Suspect**

Fraud, Theft, Drug Use, Illegal Activity, Unsafe Conditions, Contract violations, Improper Behavior

Call People 2.0 HQ anonymously at **888-270-3579**.

## ACKNOWLEDGEMENT AND RECEIPT

I acknowledge that I have received and read a copy of the People 2.0 Associates Handbook and the State Appendix, which is available on my *Workforce Portal*, and contains policies and procedures for the state in which I work. I understand that the Handbook and Appendix set forth the terms and conditions of my employment with the Company as well as the duties, responsibilities, and obligations of employment with the Company. I understand that the Company has provided me various alternative channels to raise concerns of violations of this handbook and company policies and encourages me to do so promptly so that the Company may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook and State Appendix.

By signing this document, I also acknowledge I have been provided access to the *Workforce Portal* which contains additional notices relevant to my employment with People 2.0.

I acknowledge that, except where required otherwise by applicable state law, my employment with People 2.0 is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. I further acknowledge that only People 2.0 or the Company's authorized representative has the authority to enter into an agreement that alters fact that my employment with the Company is at-will. Any such agreement must be in writing and signed by People 2.0 or an authorized representative.

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

I understand and acknowledge that nothing in this Employee Handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

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

I have read and understand the above statements.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or childbirth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service-member is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran, who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

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

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**

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#### For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division





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## **Idaho**

### **Idaho: Military Leave**

In addition to the Military Leave Policy in the Associate Handbook, associates who perform military service or training are entitled to 15 days of unpaid military training per year.

Please contact your Staffing Representative for more information.

### **Idaho: Smoke-Free Workplace**

The Company prohibits smoking in the workplace. Associates wishing to smoke must do so outside company facilities during scheduled work breaks.

Associates that observe other individuals smoking in the workplace in violation of this policy have a right to object and should report the violation to their supervisor or another member of management or Human Resources. Associates will not be disciplined or retaliated against for reporting smoking that violates Idaho law or this policy.

Associates that violate this policy may be subject to disciplinary action up to and including termination.

### **Idaho: Cell Phone Use/Texting While Driving**

As is set forth in the Associates Handbook, the Company prohibits associates from using handheld cellular phones for business reasons while driving, for any reason while driving for work-related purposes and while driving a company-owned vehicle. Associates should also be aware that it is unlawful in Idaho for a driver to use a mobile electronic device (except in hands-free or voice-operated mode) while operating a motor vehicle.

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## **Washington**

### **Washington: Equal Employment Opportunity**

In addition to the Equal Employment Opportunity Policy in the Associate Handbook, the Company prohibits discrimination and harassment based on race (including traits historically associated or perceived to be associated with race, such as hair texture and protective hairstyles (e.g., afros, braids, locks and twists)), marital status, gender expression, pregnancy (including a woman's potential to get pregnant, pregnancy-related conditions and childbearing), physical, mental or sensory disability (including the use of a trained dog guide or service animal), status as an honorably discharged veteran, HIV/AIDS or hepatitis C status, status as an actual or perceived victim of domestic violence, sexual assault or stalking. The Company also prohibits unlawful discrimination on the basis of citizenship or immigration status.

### **Washington: Discussion of Wages**

No associate is prohibited from inquiring about, disclosing, comparing or otherwise discussing his or her wages or the wages of another associate or from asking the Company to provide a reason for the associate's wages and/or lack of opportunity for advancement. The Company also will not retaliate against any associate because the associate aids or encourages another associate to exercise their rights to discuss or disclose wage information.

Associates are not required to disclose their wages.

This policy does not apply to disclosure of other associates' wage information by associates who have access to such information solely as part of their essential job functions and who, while acting on behalf of the Company, make unauthorized disclosure of that information. Company representatives may disclose associates' wages in response to a complaint or charge, in furtherance of an investigation or when otherwise consistent with the Company's legal duty to provide information.

### **Washington: Access to Personnel Files**

Upon request, associates will be allowed to inspect their personnel files at least one time per year. Associates who wish to review their personnel

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files should contact the staffing representative. Associates will be allowed access to their file locally and within a reasonable period of time. For purposes of this policy, a personnel file does not include records relating to an investigation of a possible criminal offense or certain records compiled in preparation for an upcoming or ongoing lawsuit.

At least once per year, associates may request that the Company review their personnel file for irrelevant or erroneous information and remove or correct such information. If the Company and the associate cannot agree regarding removal of information, the associate may place a statement of rebuttal or correction in the file.

Former associates can rebut or correct information in their personnel file for up to two years following their separation from employment.

### ***Washington: Meal and Rest Breaks***

#### ***Meal Breaks***

Nonexempt associates working more than five hours in a shift will be provided a meal break of at least 30 minutes. The meal break must be taken between the second and the fifth hour of work. An additional meal break will be provided for each additional five hours of work and will be given within five hours from the end of the first meal break. Nonexempt associates who work three or more hours longer than the normally scheduled shift will be provided at least one 30-minute meal break before or during that extra work time.

Uninterrupted meal breaks of at least 30 minutes, during which the associate is completely relieved from duty, are unpaid. Because meal breaks are unpaid, associates must record their start and stop times. Meal breaks may be voluntarily waived by an associate. Any such waiver may be revoked by the associate or the Company. An associate who is required to work through some or all of a 30-minute meal break or whose 30-minute meal break is interrupted should report it to the Staffing representative. If an associate does not report a missed or interrupted meal break, the Company will assume the associate voluntarily waived the meal break.

### *Rest Breaks*

Nonexempt associates must take a 10-minute paid rest break for every four hours worked and must not work more than three consecutive hours without a paid 10-minute rest break. A rest break taken in a 10-minute block must be scheduled as near as possible to the midpoint of the work period. An associate's paid rest breaks do not have to be scheduled in 10-minute blocks if the nature of the work allows the associate to take shorter, intermittent rest breaks totaling 10 minutes for every four hours worked. An associate may not waive a paid rest break.

Any associate who does not receive a rest break in accordance with this policy should report it to their Staffing representative. If an associate does not report a missed rest break, the Company will assume the associate took his or her rest breaks as required by this policy.

### *Responsibilities*

Associates are expected to take their meal and rest breaks and management is expected to ensure that associates take meal and rest breaks in accordance with this policy. Supervisors may not pressure or coerce associates to work through their meal or rest breaks. Any associate who feels they have been pressured or coerced into working through a meal or rest break should immediately report the situation to their Staffing representative.

Any associate, supervisor or manager who fails to observe the applicable guidelines in this policy will be subject to discipline, up to and including termination of employment. Violations of this policy should be reported to their Staffing representative. Every report will be fully investigated, and corrective action will be taken when appropriate. The Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports.

### **Washington: Washington Paid Family and Medical Leave Act (WA PFMLA)**

In accordance with the Washington Paid Family and Medical Leave Act ("WA PFMLA"), eligible associates may be entitled to a leave of absence with partial wage replacement benefits from the State of Washington Employment Security Department ("Department") for absences due to their

own serious health condition, or to care for a family member with a serious health condition, bond with a new child, or assist with obligations that arise when a family member is called into active military service.

#### *Associate Eligibility*

Associates are eligible for WA PFMLA leave and partial wage replacement benefits if they meet the eligibility requirements as determined by the Department (*i.e.*, have worked 820 hours in "employment" (as defined by the WA PFMLA), for any employer in Washington State, during the qualifying period (*i.e.*, first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for leave).

#### *Reasons for and Length of Leave*

**Beginning January 1, 2020**, during a benefit year, eligible associates may be entitled to:

- Up to a maximum of 12 weeks of paid family leave to: (1) participate in providing care for a "family member" of the associate made necessary by the family member's serious health condition; (2) bond with the associate's child under the age of 18 during the first 12 months following the child's birth, adoption or foster care placement of a child under the age of eighteen; or (3) attend to a "qualifying exigency," as defined under the federal Family and Medical Leave Act ("FMLA"), arising from the "covered active duty" (as defined below) of an associate's family member as a member of the military reserves, National Guard, or Armed Forces.
- Up to a maximum of 12 weeks of paid medical leave to attend to their own serious health condition. Medical leave may be extended up to an additional two weeks (up to 14 weeks of medical leave) if the associate experiences a pregnancy-related serious health condition that results in incapacity.

An eligible associate may receive up to a combined total of 16 weeks of medical and family leave, which may be extended to 18 weeks if the associate experiences a pregnancy-related serious health condition that results in an incapacity.

An associate is not entitled to WA PFMLA benefits for (a) absences caused by the associate's willful intent to bring about injury to or sickness of the associate or another; (b) absences resulting from an injury or sickness sustained in the associate's perpetration of an illegal act; (c) any family or medical leave beginning before the associate is eligible for such benefits; (d) a period during which the associate is on suspension from employment; or (d) any period of time during which the associate works for remuneration or profit.

#### *Definitions*

- **"Benefit year"** means a period of 52 consecutive calendar weeks beginning on Sunday of the week of the associate's timely and complete application to the Department. Associates will only have one "Benefit Year" at a time.
- **"Child"** means a biological, adopted, or foster child, a stepchild, a child's spouse, or a child to whom the associate stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- **"Covered Active Duty"** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **"Family Member"** means the associate's spouse or state registered domestic partner, child, parent, grandparent, grandchild, or sibling.
- **"Grandchild"** means a child of the associate's child.
- **"Grandparent"** means a parent of the associate's parent.
- **"Parent"** means the biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an associate or the associate's spouse or state registered domestic partner, or an individual who stood in loco parentis to an associate when the associate was a child.

### *Wage Replacement Benefits*

Beginning January 1, 2020, eligible associates may receive wage replacement benefits from the Department. Wage replacement benefits are determined and administered by the Department, not the Company. The amount of wage replacement benefits is calculated based upon an associate's average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that is adjusted annually. When taking WA PFMLA for reasons other than family leave for the birth or placement of the associate's child (or, beginning June 11, 2020, a qualifying exigency), payment of wage replacement benefits is subject to a waiting period of seven consecutive calendar days. The waiting period begins on the Sunday of the first week an eligible associate starts taking paid family or medical leave.

The minimum claim duration is eight consecutive hours of leave meaning the associate claims at least eight consecutive hours at some point during the week beginning on Sunday at 12:00 a.m. and ending at 11:59 p.m. the following Saturday.

In any week in which an associate is eligible to receive benefits under federal or state unemployment compensation, industrial insurance, or disability insurance laws, the associate is disqualified from receiving WA PFMLA wage replacement benefits.

### *Intermittent and Reduced Schedule Leave*

Associates may take WA PFMLA leave intermittently, which means taking leave in blocks of time, or on a reduced schedule basis, by reducing the associate's normal weekly or daily work schedule.

### *Payroll Deductions*

WA PFMLA benefits are funded by both a Company contribution (if the Company has 50 or more associates in "employment" in Washington State) and an associate contribution.

### *Requesting Leave*

Associates must file an application for WA PFMLA benefits directly with the Department using the Department's forms.

Associates must also provide advance notice to the Company as follows:

- When the need for WA PFMLA leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment



for a serious health condition, the associate must provide written notice to the Company at least 30 days in advance.

- When 30 days' notice is not possible, such as because of a lack of knowledge of approximately when WA PFMLA leave will be required to begin, a change in circumstances, or a medical emergency, the associate must provide written notice to the Company as soon as practicable.
- When the need for WA PFMLA leave due to a qualifying military exigency is foreseeable, the associate must provide written notice to the Company as soon as is practicable, regardless of how far in advance such leave is foreseeable.
- When the need for leave is not foreseeable, the associate must provide written notice to the Company as soon as is practicable under the facts and circumstances of the particular situation. If the associate is unable to provide notice personally, written notice may be given by another responsible party, such as the associate's spouse or domestic partner, neighbor, or coworker.
- "As soon as is practicable" means as soon as it is both possible and practical to provide notice, taking into account all of the facts and circumstances in the individual situation.
- Written notice should be provided to the Company and specify the anticipated timing and duration of the leave. Written notice includes, but is not limited to, handwritten or typed notices, and all forms of written electronic communications such as text messages and email. Failure to provide timely notice may result in the Department denying WA PFMLA benefits.
- Associates must advise the Company as soon as practicable if the dates of a scheduled WA PFMLA leave change or are extended, or if the dates of leave were initially unknown.
- Associates applying for WA PFMLA benefits must provide the Department supporting documentation or certification as required by the Department.
- When using WA PFMLA concurrently with FMLA, associates must comply with the notice and certification requirements.
- Associates must make a reasonable effort to schedule treatment in a manner that does not unduly disrupt the Company's

operations, subject to the approval of the associate's or family member's health care provider.

- Whenever an associate who is qualified for WA PFMLA benefits is absent from work for family leave or medical leave for a period of more than seven consecutive days, the Company will provide the associate with a written statement of the associate's rights. The notice will be provided to the associate within five business days after the associate's seventh consecutive day of absence due to family or medical leave, or within five business days after the Company has received notice that the associate's absence is for such reasons, whichever is later.

- *Health Benefits*

- To the extent required by applicable law, if an associate takes WA PFMLA and there is at least one day of concurrent use with FMLA, the Company will continue making contributions to associate group health benefits during the WA PFMLA leave on the same terms as if the associate had continued to actively work. The Company will maintain health benefits from the date WA PFMLA began until the earlier of when WA PFMLA ends or the associate returns from leave to any employment.

- If associates want their benefits coverage to continue during the WA PFMLA leave, they must also continue to make the same premium payments that they are normally required to make for themselves or their dependents. Failure to make timely payments may result in termination of health insurance coverage.

#### *Effect on Other Rights and Paid Leave*

When both the FMLA and the WA PFMLA apply, the leave provided by each will count against the associate's entitlement under both laws, and leave taken under the FMLA will run concurrently with leave taken under the WA PFMLA.

WA PFMLA is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth. When an associate takes leave for pregnancy disability under both the WA PFMLA and Pregnancy Disability Leave, the two leaves will run concurrently, but an associate's WA PFMLA entitlement or eligibility does not limit the amount of Pregnancy Disability Leave to which the associate may be entitled.

The Company will not require associates to take paid vacation leave, paid sick leave, or other forms of paid time off provided by the Company

before, in place of, or concurrently with WA PFMLA. An associate may choose whether or not to take paid leave provided under a collective bargaining agreement or company policy, however, such paid leave will not be a supplemental benefit to WA PFMLA and may impact the amount of WA PFMLA that the associate will receive].

#### *Return from Leave*

Associates who return to work as scheduled at the end of WA PFMLA will be reinstated to the same position they held at the time the leave commenced, or to an equivalent position with comparable benefits, pay, and other terms and conditions of employment, if the company has 50 or more associates in "employment" (as defined by the WA PFMLA) and the associate meets the following requirements:

- The associate is in "employment" in Washington State (as defined by the WA PFMLA).
- The associate has been employed by the Company for twelve months or more.
- The associate has worked for the Company for at least 1,250 hours during the twelve months immediately preceding the date on which leave will commence.

For associates who do not meet the requirements for job reinstatement under the WA PFMLA, reinstatement is not guaranteed. Other laws that provide for reinstatement may apply, and the Company will comply with all applicable reinstatement requirements

The Company may deny restoration to any salaried associate who is among the highest paid ten percent of the associates employed by the Company within 75 miles of the facility at which the associate is employed if:

- Denial is necessary to prevent substantial and grievous economic injury to the operations of the Company;
- The Company notifies the associate of its intent to deny restoration on such basis at the time the Company determines that the injury would occur; and
- The leave has commenced and the associate elects not to return to employment after receiving the notice.

### *Protected Rights*

The Company takes its WA PFMLA obligations very seriously and will not interfere with, restrain or deny the exercise of any right protected under the WA PFMLA. The Company will not discriminate or retaliate against any associate because that person uses or attempts to use WA PFMLA benefits. Associates who believe their WA PFMLA rights have been violated in any way should immediately report the matter to their staffing representative. Associates may also contact their staffing representative with questions regarding WA PFMLA benefits.

### **Washington: Paid Sick Leave**

Effective January 1, 2018 associates working in the state of Washington will earn one hour of paid leave for every 40 hours worked. Accrued leave may be used beginning the 90<sup>th</sup> day of employment. The law does not set any limits on the maximum paid sick leave accrual or usage. Associates may carry over up to 40 hours of paid sick leave into the next plan year. Paid sick leave may be used for the following purposes:

- The employee, or the employee's family member is ill, injured, or is receiving medical care, treatment, diagnosis or preventative medical care;
- Closure of the employee's place of business and/or the employee's child's school or place of care due to order of a public official for any health-related reason;
- For absences that qualify for leave under the state's Domestic Violence Leave Act

### *Paid Sick Leave is not paid out at the termination of employment.*

Separation from employment: If an associate is rehired by the Company within 12 months of separation from employment, previously accrued but unused sick and safe leave will immediately be reinstated and the previous period of employment will be counted for purposes of determining the associate's eligibility to use paid sick and safe leave. If the associate is being rehired during the calendar year, following the year in which his or her employment ended, the amount of reinstated paid sick and safe leave will be capped at a maximum of 40 hours. Upon rehire, the Company will provide notification to the associate of the amount of accrued, unused paid sick and safe leave available for use by the associate.

**Seattle, WA**

Paid Sick Leave effective date: 9/1/2012

Accrual start date: upon hire

Accrual rate: 1 hour of for every 40 hours worked

Annual accrual cap: No accrual cap

Annual usage cap: 72 hours

Carry over limit: 72 hours

Usage start date: Paid Sick Leave can be used beginning the 90th day of employment.

Usage reasons For self or family, and for purposes related to domestic violence, sexual assault, stalking, illness physical or mental health condition. Paid Sick Leave can also be used when associate's place of business, child's provider or school is closed due to inclement weather, loss of power/heating/water, or other unexpected closure or any other reasons recognized by state/local law.

Separation from employment: Former associates who are rehired within 12 months of their separation from employment will have previously unused Sick and Safe Time reinstated, and the hours they worked during the previous period of employment will be counted for purposes of determining eligibility to accrue and use Sick and Safe Time. If the period of time an associate is separated from employment extends into a subsequent calendar year, the amount of accrued but unused Sick and Safe Time reinstated will be capped at 72 hours. Upon rehire, the Company will provide notification to the associate of the amount of accrued, unused Sick and Safe Time available for use by the associate.

Associates who transfer from their position in Seattle to a separate Company division, entity, or location outside of Seattle, but are later transferred back to working in Seattle for the Company will retain their previously available accrued Sick and Safe Time.

*Paid Sick Leave is not paid out at the termination of employment.*

**Tacoma, WA**

Paid Sick Leave effective date: 2/1/2016

Accrual start date: upon hire

Accrual rate: 1 hour of for every 40 hours worked

Annual accrual cap: 24 hours

Annual usage cap: 40 hours

Carry over limit: 24 hours

Usage start date: Paid Sick Leave can be used beginning the 90th day of employment.

Usage reasons: For self or family, and for purposes related to domestic violence, sexual assault, or stalking and Illness, medical need, mental health, injury, or health condition or if you need a medical diagnosis or preventative medical care. Paid Sick Leave can also be used for bereavement for the death of a family member or when associate's place of business, child's provider or school is closed by order of a public official for a covered reason or other unexpected closure or any other reasons recognized by state/local law.

Separation from employment: Former associates who are rehired within one year of their separation from employment will have previously unused paid sick and safe leave reinstated, and the hours they worked during the previous period of employment will be counted for purposes of determining eligibility to use sick and safe leave. If the period of time an associate is separated from employment extends into a subsequent 12-month period beginning on the date of hire, the amount of accrued but unused paid sick and safe leave reinstated will be capped at 40 hours.

*Paid Sick Leave is not paid out at the termination of employment.*

**Washington: Pregnancy and Lactation Accommodation**

Associates may request a reasonable accommodation for their pregnancy and pregnancy-related health conditions, including the need to express breast milk. The Company will provide reasonable accommodations to requesting associates unless doing so would impose an undue hardship on the Company's business, consistent with Washington law.

Under this policy, reasonable accommodations include: providing more frequent, longer or flexible restroom breaks; modifying a no food or

drink policy; job restructuring, part-time or modified work schedules, or reassignment to a vacant position; acquiring or modifying equipment, devices, or an associate's work station; providing seating or allowing the associate to sit more frequently if her job requires her to stand; providing for a temporary transfer to a less strenuous or less hazardous position; providing assistance with manual labor and limits on lifting; scheduling flexibility for prenatal visits; and any further pregnancy accommodation an associate may request, which the Company will give reasonable consideration in consultation with information provided on pregnancy accommodation by the department of labor and industries or the associate's attending health care provider, as applicable.

Reasonable accommodations also include reasonable break time for an associate to express breast milk for up to two years after the child's birth. The Company will provide a private location, other than a bathroom, and reasonable break time each time the associate has a need to express milk.

Unless the Company does so or would do so for other classes of associates who need accommodation, accommodation under this policy does not include creating additional employment that the Company would not otherwise have created or discharging any associate, transferring any associate with more seniority, or promoting any associate who is not qualified to perform the job.

The Company may request that an associate seeking an accommodation under this policy provide written certification from her treating health care professional regarding the need for accommodation, except that the Company will not request written certification for the following accommodations: (1) providing more frequent, longer or flexible restroom breaks; (2) modifying a no food or drink policy; (3) providing seating or allowing the associate to sit more frequently if her job requires her to stand; (4) limits on lifting over 17 pounds; or (5) reasonable break time and a private location to express breast milk.

The Company will not discriminate or retaliate against associates who request, decline, or use an accommodation under this policy. In addition, the Company will not require an associate to take leave if another reasonable accommodation can be provided for the associate's pregnancy. Associates who have questions about this policy or who wish

to request reasonable accommodation under this policy should contact the Staffing representative.

### **Washington: Military and Spousal Military Leave**

The Company allows associates who voluntarily, or on demand leave a permanent position to enter active duty or training in the Washington National Guard, the armed forces of the United States, the Coast Guard, or the U.S. public health service to be reemployed promptly upon discharge from the service if they meet the statutory requirements of notice and prompt application for reemployment unless (1) the Company's circumstances have so changed as to make it impossible, unreasonable, or against the public interest to do so; or (2) the position was a temporary position.

In order to be eligible, an associate must receive an honorable discharge or other proof of satisfactory completion of service and (if the associate served for more than 180 days) make written application to the Company within 90 days of the date of separation or release from training or service.

The Military Family Leave Act ("MFLA") applies to associates who work on average 20 or more hours per week. The associate may take up to 15 days of leave when the associate's spouse (or registered domestic partner) is being called into active duty for the armed forces or is (or will be) deployed during a period of military conflict or when the military spouse is on a leave from the deployment. An associate must give notice within five business days of receiving official notice of (a) the call to active duty or deployment; or (b) the military spouse's upcoming leave from the deployment.

For each new deployment, the associate may take another family military leave of up to 15 days, and the leave may be taken before deployment or when the military spouse is on a leave from the deployment. Leave taken under the MFLA will not be paid leave, but if an associate has earned paid time off, the Company will allow the associate to substitute any available paid leave for MFLA leave.



### **Washington: Pregnancy Disability Leave**

Associates will be given a leave of absence for periods of sickness or temporary disability due to pregnancy or childbirth. Leave will be allowed for the entire period of pregnancy or childbirth-related disability and will be provided under the same terms and conditions as leave for other temporary disabilities.

The Company may require that a licensed health care provider certify the actual period of disability.

Pregnancy leave is for the period of disability *only*, and not for childrearing after the disability ends. Leave provided under this policy will be in addition to leave available, if applicable, under the Washington Paid Family and Medical Leave Act.

Upon return, an associate who takes leave in accordance with this policy will be reinstated to the same or a similar position with equal pay, unless the Company is unable to reinstate the associate for reasons related to business necessity.

### **Washington: Family Care Leave**

In accordance with Washington's Family Care Act (WFCA), associates may use their choice of earned sick leave or other earned paid time off (e.g., vacation, PTO, personal days) to care for a child of the associate with a health condition that requires treatment or supervision or to care for a spouse, state-registered domestic partner, parent, parent-in-law or grandparent of the associate who has a serious health condition or an emergency condition.

When using paid time off for these purposes, the associate must comply with those terms of the applicable leave policy that do not conflict with the WFCA.

For purposes of this policy, the following definitions apply:

- "Child" —a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in *loco parentis* who is: (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability;
- "Parent"—a biological parent of an associate or an individual who stood *in loco parentis* to an associate when the associate was a child;

- A “health condition that requires treatment or supervision” (for which an associate may use paid leave to care for his or her child)—any medical condition requiring treatment or medication that the child cannot self-administer, any medical or mental health condition that would endanger the child’s safety or recovery without the presence of a parent or guardian, and any condition warranting treatment or preventive health care that a parent must be present to authorize and when sick leave may otherwise be used for the associate’s preventive health care.
- A “serious health condition” (for which an associate may use paid leave to care for an adult family member)—an illness, injury, impairment or physical or mental condition that involves: (1) any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or (2) continuing treatment by or under the supervision of a health care provider or a provider of health care services and that includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).
- An “emergency condition” (for which an associate may use paid leave to care for an adult family member)—a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one’s health, which demands immediate action and is typically very short term in nature.

The Company may require certification or verification from a health care provider.

The Company will not terminate, demote, discipline or otherwise retaliate or discriminate against an associate for requesting or taking time off in accordance with this policy.

For further information or to request leave under this policy, contact their Staffing representative.

**Washington: Parental Leave**

Associates who are adoptive parents or stepparents at the time of birth or placement of a child

under the age of six will be permitted to take parental leave under the same terms as leave

provided to biological parents.

For further information or to request leave under this policy, contact their Staffing representative.

### **Washington: Civil Air Patrol Leave**

Associates who are members of the Washington wing of the Civil Air Patrol may take time off, without pay, to provide services as part of an emergency service operation. For purposes of this policy, an "emergency service operation" refers to:

- A search and rescue mission designated by the air force rescue coordination center;
- Disaster relief, when requested by the Federal Emergency Management Agency (FEMA) or the Department of Homeland Security (DHS);
- Humanitarian services, when requested by the FEMA or DHS;
- United States air force support designated by the first air force; and
- Counterdrug missions.

Associates may be asked to provide verification that leave was taken for a purpose allowed under this policy.

### **Washington: Emergency Responder Leave**

Associates who are volunteer firefighters or reserve officers will be allowed time off to respond to a fire alarm or an emergency call that occurred prior to the time the associate is scheduled to report to work. For purposes of this policy, a "volunteer firefighter" is one who is not paid, is not already at work when called to serve as a volunteer and has been ordered to remain at his or her position by the commanding authority at the scene of the fire. Associates may be asked to provide verification that leave was taken for a purpose allowed under this policy.

Time off will be without pay except that exempt associates will receive pay when required by applicable law.

### **Washington: Domestic Violence, Sexual Assault and Stalking Leave**

Unpaid leave under this policy is available for an associate who is the victim of domestic violence, sexual assault or stalking to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the associate's own health, safety or welfare, or that of the associate's child or children. Associates may also request unpaid leave for the following purposes:

- Obtain services from a domestic violence shelter or rape crisis center.
- Seek medical attention for injuries caused by domestic violence or sexual assault.
- Obtain psychological counseling for the domestic violence or sexual assault.
- Take action, such as relocation, to protect against future domestic violence or sexual assault.
- Obtain law enforcement assistance.

To request leave under this policy, an associate should provide his or her Staffing Representative with as much advance notice as practicable under the circumstances. The associate requesting leave should provide his or her Staffing Representative one of the following certifications upon returning to work:

- A police report showing that the associate was a victim of domestic violence or sexual assault.
- A court order protecting the associate from the perpetrator or other evidence from the court or prosecuting attorney that the associate appeared in court.
- Documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the associate's absence was due to treatment for injuries from domestic violence or sexual assault.

If eligible, associates may use accrued, unused paid time off (i.e., sick vacation, personal) for leave taken under this policy. In addition, the Company will provide reasonable accommodations to associates who are victims of domestic violence, sexual assault or stalking for the associates' safety while at work. A reasonable accommodation may include the implementation of safety measures, such as a transfer, reassignment, modified schedule, changed work telephone, changed work station or installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to the associate's job duties and position.

The Company will engage the associate in a timely, good faith and interactive process to determine effective reasonable accommodations.

## **Washington: Safety Accommodations for Victims Of Domestic Violence, Sexual Assault Or Stalking**

People 2.0 will make reasonable safety accommodations for associates who are the actual or threatened victim of domestic violence, sexual assault or stalking and request that the Company accommodate their safety while at work, unless providing the accommodation would impose an undue hardship on the Company's business operations.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work email address; change in work station; installed locks; implemented safety procedures or other adjustment to job structure, workplace facilities or work requirements in response to actual or threatened domestic violence, sexual assault or stalking.

The Company may require verification that the associate or family member is a victim of domestic violence, sexual assault or stalking and that the requested accommodation is for the purpose of protecting the associate from domestic violence, sexual assault or stalking. Verification may be provided by the associate's written statement confirming these facts or by other appropriate documentation, such as a police report or court order, and must be provided in a timely manner.

Associates will not be required to provide additional information beyond this required verification, or information that would compromise their safety or the safety of their family members. The Company will maintain the confidentiality of all information associates provide regarding their request for a safety accommodation, including the fact that the associate or a family member is a victim and any written or oral statements, documentation or evidence provided by the associate in support of the accommodation request. The Company will not disclose such information unless requested or consented to by the associate, ordered by a court or administrative agency or otherwise required by applicable federal or state law.

Associates may also be entitled to a leave of absence under the company's Domestic Violence, Sexual Assault or Stalking Victim Leave

policy and should consult that policy and/or the Staffing representative for additional information.

The Company will not terminate, threaten to terminate, demote or otherwise discriminate or retaliate against an associate because the associate requests or uses an accommodation in accordance with this policy, files or communicates to the Company an intent to file a complaint alleging a violation of Washington's law on reasonable safety accommodations for domestic violence victims or participates or assists in another associate's attempt to exercise rights under that law.

Associates who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Staffing representative

#### **Washington: Smoke-Free Workplace**

The Company prohibits smoking in the workplace and in any area that is within 25 feet of an enclosed work area. Associates wishing to smoke must do so outside of company facilities and at least 25 feet away from enclosed work areas during scheduled work breaks.

Associates who observe other individuals smoking in the workplace in violation of this policy have a right to object and should report the violation to their Staffing representative. Associates will not be disciplined or retaliated against for reporting smoking that violates Washington law or this policy.

Associates who violate this policy will be subject to disciplinary action up to and including termination of employment.

#### **Washington: Cell Phone Use / Texting While Driving**

As set forth in the Associates Handbook, the Company prohibits associates from using cellular phones for business reasons while driving, for any reason while driving for work-related purposes and while driving a company-owned vehicle. Associates should also be aware that using a personal electronic device with either hand or both hands while driving is a violation of Washington law, in addition to being a violation of Company policy. However, associates are permitted under the law to use a personal electronic device while driving to contact emergency services.

