

DB Concepts employee handbook 2017



Our goal at Randstad Professional Group (DB Concepts) is to continue to create an environment that excels in providing you with impactful and up-to-date changes in relation to corporate offerings and policies. The DB Concepts Handbook has been designed to meet the needs of our employees. The Handbook should be used as a reference guide whenever you may have questions related to your employment with Randstad Professional Group (DB Concepts). Although not exhaustive, it does contain most of what you may want to know about working for Randstad Professional Group (DB Concepts).

What's new

Please take the time to review the updated Handbook to understand some of the policies that have been added/ revised in 2017:

- **Section 3: Compensation and Working Hours**
 - » 3.6 Relocation Reimbursement Policy
 - » 3.7 Business Expense
 - » 3.8 Green Card processing
 - » 3.9 Visa stamping fees
- **Section 7: Paid Time Off**
 - » 7.5 Scheduling and Use of PTO
 - » 7.8 Client Mandated closings
 - » 7.10 Reconciliation of PTO
- **Section 11: Key Contacts**
- **Section 12: Acknowledgement**

Please fill out, sign, and scan back the Acknowledgement page to RPG-DBCrequest@randstadusa.com as soon as possible.

Should you have any questions about your DB Concepts Handbook, please direct them to RPG-DBCrequest@randstadusa.com, your Immigration Specialist, or DB Concepts Management at 855.879.8170.

Welcome to DB Concepts!

IMPORTANT INFORMATION ABOUT THIS TALENT HANDBOOK

Covered Employees. DB Concepts is a division of Randstad Technologies, LLC (the “Company” or “DB Concepts”). The policies in this Handbook (“Talent Handbook”) apply to external, billable employees of DB Concepts (“Talent” or “DB Concepts Talent”). The policies do not apply to internal, associate employees or talent employees of other Randstad companies. If you are not considered DB Concepts Talent, you will need to consult the handbook applicable to you by contacting your Randstad Representative or Employee Relations (1-877-601-7453 or hrrsupport@randstadusa.com).

No Employment Contract. This Talent Handbook is not an employment contract and only states the policies in effect on the date of its publication. Nothing contained in this Talent Handbook is intended to express or imply any contractual obligation by the Company to continue the employment relationship or to follow any stated procedure or policy with respect to your employment. It should be used as a reference whenever you have questions about issues related to your employment with the Company. Although not exhaustive, it does contain most of what you may want to know about working for the Company.

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

Version Control. Except for its policy on at will employment, the Company reserves the right to amend, modify, supplement or eliminate any other policy in this Talent Handbook, with or without notice. To the extent inconsistent, this Talent Handbook replaces any previous manual, handbook, understanding, practice, representation or policy concerning the subject matters addressed in this Talent Handbook. If you use a printed copy rather than an electronic version, please confirm that your copy is the latest version.

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

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

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SECTION 1: GENERAL INFORMATION

1.1 OUR MISSION AND CORE VALUES

Our mission. We are a true global leader in the HR services industry and see it as our responsibility to take an active role in developing the industry. By finding Talent the work they are best suited for, and by finding clients those candidates who best fit within their organization, we provide value to society as a whole. By finding the right balance between the needs of the client and the changing wishes of Talent, we will bring supply and demand closer together. In short, our mission is to take the lead in shaping the world of work.

Our core values. The Company is known for continuing to adhere to and live by the core values established in its early days:

To know	We are experts. We know our clients, their companies, our candidates and our business. In our business, it is often the details that count the most.
To serve	We succeed through a spirit of excellent service, exceeding the core requirements of our industry.
To trust	We are respectful. We value our relationships and treat people well.
Simultaneous promotion of all interests	We see the bigger picture, and take our social responsibility seriously. Our business must always benefit society as a whole.
Striving for Perfection	We always seek to improve and innovate. We are here to delight our clients and candidates in everything we do. This gives us the edge.

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

1.2 RANDSTAD'S BUSINESS PRINCIPLES

The Company recognizes the need to always act with integrity and to respect human rights. Our Business Principles are organized around and are supportive of our core values; they guide us to do what is right. The Business Principles project a positive message, guide us to live up to the core values and ensure that the needs of the world in which we work and our business and personal behavior are aligned and reinforce one another.

To know

1. We know and comply with the laws that govern our business, international human rights principles and the Company's internal policies and procedures.
2. We know and comply with competition and antitrust laws.
3. We know and comply with the laws on insider trading and market abuse of the Company's shares or securities.
4. We ensure that our records (including those containing personal information) are created, used, stored and destroyed in accordance with the law.

To serve

1. We conduct business in a fair and ethical manner and avoid any situation that could create a conflict of interest, or the appearance of conflict, between the interests of the Company and our private interests.
2. We do not offer, pay or accept bribes that could create undue influence or the appearance of undue influence.
3. We decline gifts or hospitality that could create undue influence or the appearance of undue influence.

To trust

1. We treat others fairly, act with care and consideration and respect human rights. We do not tolerate intimidation or harassment in any form.
2. We respect the right to privacy, ensure that confidential information is kept confidential and do not abuse the confidential information of others.
3. We do not misuse the Company's property for personal purposes.

Simultaneous promotion of all interests

1. We value diversity and do not discriminate on grounds of age, color, disability, sex, marital status, national origin, ancestry, race, religion, sexual orientation or any other protected status.
2. We do not engage with anybody that is connected with terrorism.
3. We do not make contributions to candidates for public or private office, to political parties or other political interests.

Striving for perfection

1. We regard health and safety in our business, including for our corporate and temporary workers, as the utmost priority.
2. We maintain and provide full, fair, timely, accurate and understandable contracts, records and financial information.
3. We take into account and seek to minimize the environmental impact of our business.

1.3 MISCONDUCT REPORTING PROCEDURE

In the event of a breach of the Business Principles, or other misconduct or wrongdoing, Talent should first raise concerns with their DB Concepts Immigration Specialist, DB Concepts Management and/or Employee Relations (1-877-601-7453 or hrsupport@randstadusa.com). This is the preferred method and usually the fastest and best way to address concerns. If this method is likely to be inappropriate or ineffective, the Company's Misconduct Reporting Procedure should be used as a last resort. All concerns raised in accordance with this procedure will be treated strictly confidentially and with the complete assurance that there will be no retaliation against any Talent filing a good faith complaint. Reports will be investigated promptly and corrective action will be taken where required to resolve issues satisfactorily. Although reports under the Misconduct Reporting Procedure can be submitted anonymously, if the complainant reveals his/her identity this greatly facilitates the investigation of the report.

How to report fraud or other misconduct:

Integrity Line: (866) 250-6706

Web page: www.speakupfeedback.eu/web/integrityatrandstad/us

Access code: 42115 (needed for both phone and web)

1.4 OPEN DOOR POLICY

The Company is committed to providing answers to your questions and concerns. The Company has an "open door policy," which means that you should feel free to discuss any work-related problems or issues with your DB Concepts Immigration Specialist or DB Concepts Management at (855) 879-8170. If you have concerns about wrongdoing, you should direct those to your DB Concepts Immigration Specialist, DB Concepts Management, or Employee Relations (1-877-601-7453 or hrsupport@randstadusa.com). If you have a concern about wrongdoing that you do not believe can be addressed by your DB Concepts Immigration Specialist, DB Concepts Management or Employee Relations, you should utilize the Company's Misconduct Reporting Procedure (Section 1.3). You may rest assured that you will not be penalized or retaliated against for using this open door policy.

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

Contact your DB Concepts Immigration Specialist, DB Concepts Management or Employee Relations (1-877-601-7453 or hrsupport@randstadusa.com) concerning any developments, issues, concerns or complaints with respect to your employment, including:

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

1.5 EMPLOYEE INFORMATION

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

SECTION 2: EQUAL EMPLOYMENT OPPORTUNITY

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

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

2.1 EQUAL EMPLOYMENT OPPORTUNITY

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

2.2 WORKPLACE HARASSMENT

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

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

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

Because our Talent typically work at client sites and the Company is unable to know or control many aspects of client work environments, it is imperative that you report to your DB Concepts Immigration Specialist, DB Concepts Management or Employee Relations (1-877-601-7453 or hrsupport@randstadusa.com) any discrimination, harassment or retaliation you may witness or experience.

2.3 REASONABLE ACCOMMODATION

The Company prohibits discrimination against individuals with disabilities or against individuals based on their religion. The Company is committed to providing equal employment opportunities to qualified individuals with disabilities and, once made aware of their disabilities, will make reasonable accommodations to enable qualified disabled applicants and Talent to perform the essential functions of the job, provided that the accommodations do not cause undue hardship to the Company's business. Likewise, the Company is committed to providing equal employment opportunities to all individuals regardless of their religious beliefs and practices or lack thereof. The Company will provide reasonable accommodations of an applicant or Talent's sincerely held religious beliefs if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Company. Talent who believe they need an accommodation should contact their DB Concepts Immigration Specialist, DB Concepts Management or Employee Relations (1-877-601-7453 or hrsupport@randstadusa.com).

2.4 PROTECTION AGAINST RETALIATION

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

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

In addition, the Company is committed to complying with the Patient Protection and Affordable Care Act and its implementing regulations (the "ACA"). Consistent with that commitment, the Company will not tolerate any retaliation against any person because he or she has (1) received a premium tax credit or cost-sharing subsidy from a health insurance exchange; (2) provided, or is about to provide, information relating to any alleged violation, or reasonably held belief of a violation, of the ACA; (3) is about to or has testified, assisted or participated in a proceeding concerning any alleged ACA violation; or (4) objected to or refused to participate in an activity, policy, practice or task that the person reasonably believes to be in violation of the ACA.

2.5 COMPLAINT AND INVESTIGATION PROCEDURES

Reporting of Complaints. The Company encourages and expects Talent to report incidents of discrimination, harassment or retaliation whether they are directly involved or are merely a witness. Any

Talent who believes that (i) he or she is being subjected to discrimination, harassment or retaliation by a co-worker, supervisor, manager or other individual at the workplace; (ii) his or her employment is being adversely affected by such conduct; or (iii) believes that he or she has witnessed such conduct, should immediately report such concerns to his or her DB Concepts Immigration Specialist or DB Concepts Management at (855) 879-8170. If you would rather not approach your DB Concepts Immigration Specialist or DB Concepts Management, or if you do not believe they have addressed a problem adequately, then you should feel free to discuss the problem with Employee Relations (1-877-601-7453 or hrsupport@randstadusa.com). If you have concerns about wrongdoing that you do not believe can be addressed by following these steps, you should utilize the Misconduct Reporting Procedure (Section 1.3).

Investigation. After a complaint of discrimination, harassment or retaliation is received, a prompt and impartial investigation will be conducted and, in the event the complaint is found to have merit, appropriate corrective steps will be taken which may include disciplinary action up to and including discharge of the offending Talent. Our investigative procedures may also involve the client's HR Representatives when the offending person is not employed by the Company. Likewise, the client's HR, managers and employees and/or vendors and their employees at the client work site may also be involved in resolving complaints. All complaints will be handled in a discreet manner and information will be limited to those personnel with a need to know.

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

2.6 AFFIRMATIVE ACTION PROGRAM

The Company maintains an affirmative action program which is available for review Monday through Friday between the hours of 9:00 a.m. and 3:00 p.m. Eastern Standard Time. To request such a review, write to Human Resources Department at One Overton Park, 3625 Cumberland Boulevard, Suite 600, Atlanta, GA 30339.

SECTION 3: COMPENSATION AND WORKING HOURS

3.1 METHODS OF PAYMENT

Wage payments will be directly deposited to a bank account (checking, savings or other account) or pay card, unless other arrangements are made with the Payroll Department. If your state allows or requires other methods to be made available, such as a paper check, Payroll will issue a paper check for your wages.

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

Alternatively, the Company offers you the option of receiving your pay through a bank-sponsored payroll distribution program (referred to as a pay card). If you select this option, your net pay is automatically deposited onto the pay card each payday. This pre-paid Visa card can be used to obtain cash at ATMs or at a teller window at any bank that accepts Visa, or can be used as a Visa debit card to make purchases. There is no credit approval required to obtain this card. Your DB Concepts Operations team can assist you with arranging for this pay method.

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

3.2 WORKING HOURS

Working hours and assignment schedules may vary among client locations. You are expected to work 40 hours each work week. If your client manager defines your weekly work schedule as less than 40 hours per week, please notify your DB Concepts Immigration Specialist and send an email to RPG-DBCrequest@randstadusa.com, including your client manager's request to modify your work schedule so as to avoid any delays or issues with payroll processing. The work week is defined by a schedule of 40 hours generally worked over a 5 day period of time (not more than 7 days). Working all or part of day 6 or 7 does not necessarily require payment of any overtime. Any time actually worked in excess of 40 hours in a workweek will be counted as overtime.

3.3 PAY ERRORS

Every effort is made to avoid errors in your paycheck. Talent should carefully review all paychecks and/or earnings statements to identify any discrepancies in payment. If you believe an error has been made, including that you have been overpaid or underpaid, that unauthorized or inaccurate deductions have been taken from your pay, or that your pay does not accurately reflect all hours worked, contact your DB Concepts Immigration Specialist or DB Concepts Management at (855) 879-8170. Alternatively, you may call the HELP Line at (866) 435-7456. Your DB Concepts Immigration Specialist will take the necessary steps to promptly investigate your concerns and make any appropriate corrections to errors that are determined to have been made, including by reimbursing you for any underpayments, improper deductions or other errors. Talent will not be retaliated against for utilizing this procedure or otherwise seeking to obtain what they believe they are entitled to under applicable law.

3.4 TIME ENTRY REQUIREMENTS AND RESPONSIBILITIES

It is the Company's policy to pay all of our Talent for time worked in a timely and accurate manner, and in accordance with applicable laws, while maintaining required supporting documents and records. Timely and accurate entry of your hours worked is as important for you as it is for the client to which you are assigned. As Talent, you have responsibility for your own time entry. Your DB Concepts Immigration Specialist or DB Concepts Management will direct you on how and when to record and submit your hours each week.

Timely submittal of hours. Unless you are directed by your client manager or DB Concepts Immigration Specialist to submit your timesheets more frequently, Talent must submit their approved timecard each week by the close of business every Friday. If you will be on a leave of absence or otherwise out of the office on the deadline when timesheets are due, you must submit your timesheet in advance of the deadline. Talent who will be out of the office for several days are expected to contact their DB Concepts Immigration Specialist in order to coordinate the preparation of a timesheet. Upon approval, the time is transmitted through the payroll process ensuring accurate and prompt processing.

Talent may receive an email at the end of each week, reminding them to submit their approved time card; this will occur regardless of whether or not your time card has been submitted. Talent whose time card and/or manager approval has not been received by the Company, as expected, by the close of business on Friday will be notified again via email during the current week's payroll processing cycle. If you receive such an email, then you must do the following:

- If the email states that your time card was not received by the Company, you must contact your DB Concepts Immigration Specialist immediately either via email or phone by the close of business the day of notification, and cc: RPG-DBCrequest@randstadusa.com.
- If the Company does not receive a timecard, Time Off Request Form, email or phone call from you evidencing any hours worked during the week by the close of business on the day you have been notified, and we cannot establish with our client contact that you worked during the week, we will assume that you did not perform any work that week, and you will not be paid your salary for any week in which you performed no work*.

*Note: that if you performed no work (or less than 40 hours in a week) as a result of a client closure please refer to Section 7: Paid Time off; Client Mandated Holidays, Closings, Shutdowns and Inclement Weather, or contact us at RPG-DBCrequest@randstadusa.com if you have any questions.

- If you entered your time in a client timekeeping tool and we do not yet have a timecard for you, it is likely that your client manager has not yet approved your time; therefore, your time has not transferred into our system. In these circumstances, you must verify that there is no error on your timecard, and contact your client manager and request that he/she approve your time in the tool so that we may pay you properly.

Accurate records of hours worked. Your salary is based upon the expectation that you will work full time (i.e. 40 hours per work week). If you work less than 40 hours in any work week, you are expected to submit a Time Off Request Form to RPG-DBCrequest@Randstadusa.com in order to account for all hours less than 40 in a week for which you performed no work. If you work less than 40 hours in a work week and fail to submit a Time Off Request Form to RPG-DBCrequest@Randstadusa.com or otherwise provide an explanation for any non-working hours (for example, closure of the client site), you will be paid your full salary for the week. However, any hours for which you performed no work may be

deducted from any vacation balance you have unless a Time Off Request Form or response is received by the Company within 2 pay cycles.

You must record the actual hours you work each week, including any hours over 40, including if the hours you work in a given day or week deviate from your normal work schedule. For example, if you are scheduled to work from 8 a.m. to 5 p.m., but a client requires you to stay at work until 6 p.m., you must record the fact that you worked until 6 p.m. Regardless of the timekeeping system used, you must record the following information:

- The time you began working each day;
- The time you quit working each day;
- The beginning and end of each meal period;
- Any absences during the week;
- The total number of hours worked each day; and
- The total number of hours worked each week.

After reviewing and confirming that the reported hours worked on the timesheet are accurate and complete, you should submit your completed timesheet. **Do not sign and/or submit your timesheet unless you are sure that it is accurate and complete.**

Recording hours while out of country. Talent who will be travelling out of country are expected to notify their DB Concepts Immigration Specialist at least one month in advance of their expected departure. During such travel, Talent should only record actual hours worked, which does not include PTO. Talent who are “out of country” are allowed to use any accrued vacation hours they may have available. If the Talent has no accrued vacation hours, he/she will not be paid while out of country, including on holidays. If you are not on assignment or in-between assignments, please contact your DB Concepts Immigration Specialist immediately before traveling out of country.

Meal and rest periods. Meal and rest periods are provided in accordance with applicable state and local laws. Your client manager will inform you of the time and length of your breaks. If any client manager requires you to perform work during a meal or rest period or instructs you to falsify any time record concerning your meal periods, you must contact your DB Concepts Immigration Specialist immediately. Likewise, if you believe you are not receiving the appropriate amount of time for meal or rest periods, you must contact your DB Concepts Immigration Specialist immediately. Alternatively, you may contact Employee Relations (1-877-601-7453 or hrsupport@randstadusa.com).

Weekly Hours Over 40. All hours worked over 40 must be approved in advance by your DB Concepts Immigration Specialist or DB Concepts Management and client. Except for extenuating circumstances where unplanned weekly hours over 40 are necessary to address a client emergency, you must obtain such approval before working any weekly hours greater than 40. Even in extenuating circumstances where unplanned weekly hours over 40 are unavoidable, you must immediately (i.e. the same day) notify your DB Concepts Immigration Specialist of any weekly hours more than 40 that you worked and the specific reason for doing so. Regardless of whether any weekly hours more than 40 were approved in advance by your client manager, you will be paid for all hours worked each week. Accordingly, it is imperative that you accurately report weekly hours more than 40 on your timesheet even if the time was not approved in advance.

Falsification of Time Records. Talent time records are official Company documents. Accurate recordkeeping is required by law. Accurate timekeeping is also necessary for the Company to ensure that all Talent are paid correctly and clients' accounts are appropriately invoiced. Accordingly, accurate time submission is a serious matter. Falsification of time records, including, but not limited to, any of the following actions, is a serious offense that will not be tolerated by the Company:

- Over-reporting hours (i.e., reporting more hours than actually worked);
- Under-reporting hours (i.e., reporting fewer hours than actually worked);
- Falsifying signatures or other information on a timesheet;
- Working "off-the-clock" (i.e., working but not reporting hours);
- Tampering with the Company's time clock or other timekeeping system;
- Tampering with other Talent timesheets; or
- Encouraging or coercing other Talent to misrepresent hours worked.

Talent engaging in any of these prohibited actions are subject to immediate discipline up to and including termination of employment. No supervisor or manager has the authority to require, permit, or ask any Talent to work "off-the-clock" or to otherwise work hours without reporting them. If you believe that a supervisor or manager is encouraging, requiring or asking you to work "off-the-clock", or to misrepresent the number of hours worked, you must immediately notify your DB Concepts Immigration Specialist, DB Concepts Management at (855) 879-8170, or Employee Relations (1-877-601-7453 or hrsupport@randstadusa.com).

3.5 TIME REPORTING SYSTEMS

The Company uses several time reporting systems so please contact your DB Concepts Immigration Specialist for timekeeping forms or procedures that are applicable to you.

Enterprise Time Capture (ETC) Procedures. The ETC web based time collection application provides you with the ability to enter, review and submit your worked hours electronically and directly over the Internet anytime and anywhere. When you are placed at a client that requires time entry into its own electronic, web-based time entry application, you are responsible to abide by that system's time submission and approval requirements.

Time Sheet Procedures. Some Talent work with clients that use electronic or manual timesheets. After reviewing and confirming that the reported hours worked on the timesheet are accurate and complete, Talent must sign their timesheets. By signing, you are verifying that the total hours worked on the timesheet are accurate. **Do not sign and/or submit your timesheet unless you are sure that it is accurate and complete.**

Corrections. If, after submitting your timesheet electronically or otherwise, you believe that a correction is necessary, you must notify your DB Concepts Immigration Specialist or DB Concepts Management immediately. Your DB Concepts Immigration Specialist will review your timesheet with you as soon as possible and work with you to verify the accuracy of the corrections. To avoid having to make corrections, you are expected to carefully review each timesheet for accuracy and completeness before submission.

3.6 RELOCATION REIMBURSEMENT POLICY

The Company's Relocation Reimbursement Policy sets forth guidelines for when the Company will reimburse Talent for relocation purposes.

Talent will NOT be reimbursed for relocation expenses if relocation is a necessity to join as a new Talent. Subsequent relocation expenses will be eligible for reimbursement if a Talent is required to relocate for subsequent projects. Furthermore, the relocation must exceed 100 miles from the Talent's original work location. Talent must submit PAID, itemized receipts, within thirty days of the relocation for any relocation costs and only submit for reimbursement expenses that are relocation-related. One submission is permitted per relocation. The relocation expense will be reimbursed after the Talent has successfully performed 60 days on their placement at the client.

Non-taxable relocation reimbursements are:

- Expenses incurred in moving household goods and personal effects from the employee's old residence to the new residence (including packing, crating, and transporting)
- Traveling to the new home. We reimburse mileage **OR** gas. We will not reimburse both. This may also include parking and tolls
- Lodging during relocation

** The cost of ONE trip for the employee and family from the old home to the new one by direct route via conventional means is covered.

Taxable relocation reimbursements are:

- Meal expenses incurred while moving from the old residence to the new residence
- Travel expenses, meals, and lodging for pre-move house-hunting trips
- Meals and lodging incurred while occupying temporary quarters in the area of the new job
- Lease breakage

The maximum relocation reimbursement amount allowed is \$2,000. Any reimbursement amount in excess of \$2,000 will require pre-approval from the Regional Managing Director of the Company.

Talent should contact their DB Concepts Immigration Specialist or DB Concepts Management directly with any questions pertaining to the Relocation Reimbursement Policy. In addition, any Talent who terminates will be required to repay the Company relocation reimbursements or outstanding travel advances in accordance with the applicable policy and applicable law.

3.7 REIMBURSEMENT FOR BUSINESS EXPENSES

The Company's Talent Policy: Business Expense Reimbursement sets forth guidelines for when the Company will reimburse Talent for business expenses. Talent will only be reimbursed for business expenses pre-approved in writing by the client and the Company. Talent must comply with the client's policies and requirements for reimbursement of business expenses or the Company's policy if the client does not have an applicable policy. Talent should expect to provide receipts, prepare and sign an expense report documenting the purpose of the expense, and only submit for reimbursement expenses that are business related. The Company will not reimburse Talent for personal expenses. Talent must submit pre-approved expenses within thirty days of the expenditure in order to be reimbursed for the expense(s).

Talent should contact their DB Concepts Immigration Specialist or DB Concepts Management for the client's requirements for reimbursing expenses or the Company's requirements if the client does not have an applicable policy.

3.8 GREEN CARD PROCESSING

For all new hires that are completed on or after January 1, 2017, the Company will begin Green Card processing after the Talent has successfully performed ninety (90) days on their assignment.

3.9 VISA STAMPING FEES

The Company will cover visa stamping fees for Talent who are H-1B beneficiaries. Any additional costs for spouses or members of a Talent's immediate family are the sole responsibility of the Talent. All paperwork submitted must be in order, including visa fees paid receipt(s), valid visa stamping on the passport, and recent I-94. Once documents are in order, please submit to RPG-DBCrequest@randstadusa.com and cc: RPG-immigration@randstadusa.com within thirty days of reentry into U.S. in order to be eligible for reimbursement. Any requests for reimbursement received after thirty days will not be considered.

SECTION 4: PERFORMANCE MANAGEMENT AND CONDUCT

4.1 AT-WILL EMPLOYMENT

Your employment is at will and for an indefinite period of time. Your employment can be terminated for any reason (except an unlawful reason), with or without cause, and with or without notice at any time at the option of either you or the Company. No representative of the Company, other than the Chief Executive Officer, Group President or Chief Human Resources Officer, has the authority to enter into any agreement for a specified period of time or to make any agreement contrary to the foregoing. Any such agreement must be by individual agreement, in writing and signed by you and one of the individuals noted above.

4.2 PERFORMANCE MANAGEMENT

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

4.3 RULES OF CONDUCT

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

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

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

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

The Company, in its sole discretion, may consider a Talent's job performance, prior violation of work rules, and other relevant circumstances in determining whether to counsel, warn, suspend or discharge a Talent for engaging in prohibited conduct. Notwithstanding these rules of conduct, all Talent are employed at will, and as such, may be terminated at the will of either party, with or without cause, and with or without prior notice, at any time for any lawful reason.

4.4 ATTENDANCE

You are expected to be at work in accordance with the schedule established by your DB Concepts Immigration Specialist, DB Concepts Management, or as required by the task you are working on at the client work site. Your normal working hours, as well as any rest and/or meal periods to which you may be entitled, will be communicated to you by your DB Concepts Immigration Specialist or DB Concepts Management. If you have any questions about your working hours, contact your DB Concepts Immigration Specialist or DB Concepts Management at (855) 879-8170.

Work Schedule. If your weekly work schedule is defined as less than 40 hours for the work week, please be sure to contact your DB Concepts Immigration Specialist or DB Concepts Management at (855) 879-8170.

Tardiness/Absence. If you will be tardy or absent from work for part or all of the workday or shift, you must report it to your DB Concepts Immigration Specialist and client manager at least 30 minutes before the start of your workday or shift. You must also report the anticipated duration of the absence. If you are tardy or absent from work without reporting your absence as required by this section, you may be subject to disciplinary counseling and/or termination of employment. Similarly, if you have a history of unexcused, excessive tardiness or absenteeism, or a suspicious pattern of tardiness or absenteeism, you may be subject to disciplinary counseling and/or termination of employment. The Company reserves the right to request documentation, including from a health care provider, supporting the need for any absence of 3 consecutive days or more.

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

There may be situations in which compliance with this policy is not feasible. If you believe you face such extenuating circumstances, you (or your representative) must notify your DB Concepts Immigration Specialist or DB Concepts Management at (855) 879-8170 as soon as practicable.

4.5 BUSINESS APPROPRIATE DRESS

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

4.6 SOLICITATION AND DISTRIBUTION

In order to ensure a productive working environment, the Company generally prohibits solicitation and the distribution of literature on its property, whether made by Talent or by individuals or groups not associated with the Company, as set forth below.

Talent may not, for any reason, engage in the following activities at the work site of the Company or its clients:

1. Solicitation of other Talent during working time;
2. Distribution of literature during working time; and
3. Distribution of literature at any time in working areas.

Persons not employed by the Company may not, for any reason, engage in the solicitation of the Company's Talent or the distribution of literature to the Company's Talent in working areas.

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

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

Solicitation of monetary contributions for certain charities designated by the Company is permitted. All charities must be approved in advance by the Group President or the Chief Human Resources Officer of the Company or his/her designee(s).

4.7 SOCIAL NETWORKING POLICY

The Company encourages its Talent to be responsible and professional in any social networking activities that mention or refer to the Company, its clients, or coworkers.

1. **Under no circumstance should you comment on behalf of the Company or any of its Clients.** You are not a spokesperson for the Company. If you identify yourself as a Talent of the Company online, please use the following disclaimer: “The views expressed on this post are mine and do not reflect the views of Randstad Technologies, including DB Concepts.”
2. **Don’t share secrets:** Talent may not publish or disclose confidential information, including trade secrets, of the Company or its clients. For examples of confidential information, please see Section 9.2 of this Talent Handbook. However, Talent may engage in communications protected by the National Labor Relations Act concerning wages, benefits, hours and other terms and conditions of employment without violating this policy.
3. **Company or client logos and trademarks** may not be used for any personal social media purposes.
4. **Respect copyrights:** You must recognize and respect others' intellectual property rights, including copyrights. When using third party information, we advise that you receive permission from the owner of the content.
5. **Don't forget your day job:** You should make sure that your online activities do not interfere with your commitments to the Company and its client.
6. **Inquiries from members of the press:** Should you receive any online inquiries from members of the press, investment community and/or a significant shareholder seeking comment on behalf of the Company, you must advise them to contact the Company’s Public Relations at 800-234-4610 or reach out to your DB Concepts Immigration Specialist or DB Concepts Management at (855) 879-8170.

4.8 MEDIA POLICY

This policy contains detail on what defines members of the media, the handling of inquiries from the press or investment community, the approval process for any press materials, external newsletters, news events, etc., and prohibited commentary.

Definition. The media is defined as all channels of mass communication accessible to people outside of the Company. Examples include, but are not limited to:

- Newspapers
- Consumer, business or trade magazines and newspapers
- Journals or other publications
- Television
- Radio
- Podcasts, news outlets, and social media sites
- Electronic or print newsletters
- News-oriented web sites

Handling Incoming Requests from the Media, Shareholders, and Investment Community.

Should you receive inquiries from the media, shareholders, or investment community, please inform them that you are not a spokesperson for the Company on the topic, but that Corporate Public Relations (in the case of inquiries from the media) or Investor Relations (in the case of inquiries from shareholders or the investment community) can assist them with their questions and then refer them to the Company's Press Hotline at 800-234-4610. Marketing will help coordinate interview scheduling with the PR Department and will work to acquire all possible details about the subject matter to be covered. A member of the Marketing Department or PR team will be involved in all press interviews. Depending on the nature of the interview, they may actively participate in the conversation or they might sit in as a "silent observer," not for monitoring or censoring purposes, but to gain deeper insight into the various topics discussed for future press opportunities. If you have any concern or issue with a member of the Marketing Department sitting in on your interview, please reach out to your DB Concepts Immigration Specialist at (855) 879-8170.

This process is in place to:

- Increase consistency in the Company's key messages throughout all markets.
- Minimize exposure and risk to negative coverage/publicity/crisis.
- Increase assistance for all offices with media efforts.
- Garner insight into trends happening within our industry.

ALL inquiries from the media, shareholders and investment community seeking comment on behalf of the Company must be forwarded to the Randstad Press Hotline at 800-234-4610.

Production of Press Materials/External Newsletters/News Events. The approval of the Corporate Public Relations Department must be obtained prior to the planning or production of any press material, event or other proactive media effort on behalf of the Company. The Corporate Public Relations Department has final authority on the editing, wording and approval of all press materials, newsletters or related documents intended for external release on behalf of the Company.

This includes, but is not limited to:

- Press releases
- Bylined articles
- Newsletters
- Letters to reporters/editors
- Blogging
- Meetings/events held for the press or that involve the attendance of reporters

Prohibited Commentary. Unless you have been authorized by the Corporate Public Relations Department to serve as a “media contact” for a specific topic, press release, interview (determined on a case-by-case basis) or other approved material, under no circumstance should you comment on behalf of the Company, reference clients or discuss any Company transactions. You are not a spokesperson for the Company.

Nothing herein prohibits Talent from engaging in communications with the media that are protected by the National Labor Relations Act concerning the terms and conditions of their employment.

SECTION 5: SAFETY AND WORK SITES

5.1 OCCUPATIONAL SAFETY AND HEALTH

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

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

Accidents and Injuries. You must promptly report any accidents and injuries to your DB Concepts Immigration Specialist and the appropriate client management representative. You must report all accidents and injuries, however minor they may seem initially and regardless of whether you seek or require medical treatment. If the incident occurs outside of regular hours, please contact the Risk Management hotline at (800) 821-6909. You must still contact your DB Concepts Immigration Specialist during regular business hours.

Prior to seeking medical treatment, you must report the accident or injury to your DB Concepts Immigration Specialist or client manager, if you are able and it is safe to do so. You will be asked to complete paperwork prior to treatment and will be given forms to take with you to the doctor. Paperwork must be completed even if you decline medical treatment. Take picture identification with you to the medical facility and be sure to name Randstad Technologies, LLC (DB Concepts division) as your employer. As soon as possible after your medical treatment, you are required to provide any paperwork from your doctor to your DB Concepts Immigration Specialist. The Company will process and handle all workers' compensation claims and information.

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

Safety orientation and training. When you are assigned to work at a client site, your DB Concepts Immigration Specialist may provide you with a basic safety orientation, if required. You should also receive

site- and hazard-specific training from the client, as appropriate. If you do not receive one or both of these orientations, please contact your DB Concepts Immigration Specialist.

5.2 SAFETY AND SECURITY CONSIDERATIONS

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

If driving during work time, you are not permitted to use personal, the Company or client-issued smartphones while driving. Many jurisdictions already prohibit such use due to the hazards created by distracted drivers.

If you possess a reasonable fear that your safety and security, or the safety and security of your co-workers, clients, or suppliers, are at immediate risk, contact the local police immediately. More general concerns of safety or security should be raised immediately with your DB Concepts Immigration Specialist or Employee Relations (1-877-601-7453 or hrsupport@randstadusa.com).

5.3 USE AND POSSESSION OF FIREARMS

Talent may not use or threaten to use any firearms on the property of the Company or of any client to which they are assigned, nor may they use or threaten to use any firearms while performing duties on behalf of the Company or its client. Any such threat or use will result in immediate termination and the Company may contact local law enforcement as well. In addition, Talent, regardless of license, may not carry or otherwise possess any firearms on the property of the Company or of any client to which they are assigned, except to the extent state or local law permits possession of licensed firearms in a locked, privately-owned vehicle. Talent must comply with any lawful signage on client property concerning weapons restrictions.

5.4 DRUG AND ALCOHOL POLICY

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

Scope. This policy, which is part of the Company's drug-free workplace program, applies to all applicants and Talent. Compliance with this policy is a condition of employment at the Company. This policy, including any applicable policy addenda, supersedes any prior policy as well as any other written or oral statements or representations by the Company that are inconsistent with this policy. The Company reserves the right to revise, supplement or rescind this policy in its discretion in accordance with the requirements of applicable law or for any other lawful reason. This policy does not alter the at-will nature of employment with the Company, nor does it restrict in any way the Company's discretion to discipline Talent or terminate the employment relationship at will.

If there is a discrepancy between this policy and applicable law, then the Company will comply with applicable law. In addition, applicants and Talent in Boulder (Colorado), Iowa, Minnesota, Montana, Oklahoma, Rhode Island and Vermont should refer to the applicable addendum to this policy, which is located in the Addenda section at the end of this Talent Handbook and also may be obtained from Employee Relations.

Voluntary Requests for Assistance. The Company encourages Talent with drug and alcohol problems to seek help before they become subject to discipline for violating this or other the Company policies. The Company will support, assist and accommodate such Talent to the extent required by applicable law. The Company's Employee Assistance Program ("EAP") can assist Talent in a confidential manner by providing them with information about community and other resources for evaluation, counseling, and treatment, and helping them utilize any available employee benefits. Talent may contact our EAP provider, Health Advocate, by calling 877.240.6863 or by visiting its web site: www.healthadvocate.com. Talent also may seek assistance from Employee Relations (1-877-601-7453 or hrsupport@randstadusa.com) or their DB Concepts Immigration Specialist.

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

Definitions

"Adulterated specimen" means a specimen that has been altered, as evidenced by test results showing either a substance that is not normally present in the specimen or showing an abnormal concentration of a substance that is normally present in the specimen.

"Alcohol" means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl or isopropyl alcohol. The term includes beer, wine, spirits and medications, such as cough syrup, that contain alcohol.

"Dilute specimen" means a urine specimen that has creatinine and specific gravity values that are lower than expected for human urine.

"Illegal drugs" mean all controlled substances, designer drugs, synthetic drugs, and other drugs that are not being used or possessed under the supervision of a licensed health care professional or that are not being used in accordance with the licensed health care professional's prescription or whose use or possession is unlawful under the federal Controlled Substances Act. (Controlled substances are listed in Schedules I-V of 21 U.S.C. § 812 and 21 C.F.R. Part 1308.)

"Inhalants" mean volatile solvents, aerosols, gases and nitrites, such as paint thinners or removers, gasoline, lighter fluid, butane lighters, glue, hair or deodorant sprays, nitrous oxide, or other similar substances that are inhaled intentionally to produce feelings of intoxication, euphoria or stupefaction.

"Medical Review Officer" (or MRO) is a licensed physician who has knowledge, training, and clinical experience regarding substance abuse disorders and who will, among other things, review applicants' and Talent's positive drug test results and evaluate any medical explanations for such results.

“The Company or client premises” include, but are not limited to, all land, property, buildings, offices, facilities, grounds, parking lots, and places owned, leased, managed or used by the Company or the client to which a Talent is assigned.

“The Company or client vehicle, machinery or equipment” means all vehicles, machinery or equipment owned, leased or used by the Company or the client to which a Talent is assigned and all vehicles, machinery or equipment that are used by Talent, regardless of who owns or leases them, while performing duties for the Company or its client.

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

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

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

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

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

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

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

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

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

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

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

Summary of alcohol collection and testing procedures

Except where prohibited by applicable state or local law, the Company will follow the general collection and testing procedures set forth below:

1. Talent subject to alcohol testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Talent shall be sent or transported to a Company designated collection site where they shall be required to verify their identity and cooperate in the site's normal specimen collection procedures.
3. The collection and testing will be conducted, in private, by a trained technician who will use approved testing devices and testing forms. Chain of custody procedures shall be maintained from

collection to the time specimens may be discarded to ensure proper identification, labeling, recordkeeping, handling and testing of specimens.

4. A screening test will be conducted first. If the Talent's screening test result indicates a measured alcohol concentration less than .02, the Talent will have passed the test.

5. If the Talent's screening test result indicates a measured alcohol concentration of .02 or more, the Talent shall be required to take a confirmation test. The results of the confirmation test, not the screening test, are determinative. If the Talent's confirmation test result indicates a measured alcohol concentration of less than .04, the Talent will have passed the test. If the Talent's confirmation test result indicates a measured alcohol concentration of .04 or more, the Talent will have tested positive for alcohol.

6. The technician will notify the Company of the Talent's test results in a confidential manner. The Company will notify Talent of their test results.

Summary of drug collection and testing procedures

Except where prohibited by applicable state or local law, the Company will follow the general collection and testing procedures set forth below:

1. Applicants and Talent subject to drug testing will be required to sign a written consent form in which they consent to and authorize testing.

2. Applicants and Talent shall be required to verify their identity and otherwise cooperate in the Company's specimen collection procedures

3. Specimens shall be collected, in private, by a trained person who will use approved collection and testing devices and custody and control forms. Chain of custody procedures shall be maintained from collection to the time specimens may be discarded to ensure proper identification, labeling, recordkeeping, handling and testing of specimens.

4. Collected specimens shall be tested for marijuana, cocaine, opiates, amphetamines, methamphetamines, and phencyclidine (specimens may also be tested for barbiturates, benzodiazepines, methadone, propoxyphene and such other controlled substances as may be dictated by the circumstances in accordance with the requirements of applicable law).

5. At some work sites, specimens shall be collected at a Company on-site collection site. If the on-site screening test is negative, the applicant or Talent has passed the drug test. If the on-site screening test is positive, the applicant's or Talent's specimen will be sent to a certified laboratory for additional testing.

6. At other work sites, specimens shall be collected off-site and then sent to a certified laboratory. The laboratory shall first conduct a screening test on the specimen. If the screening test is negative, the laboratory will report to the Company that the applicant or Talent has passed the drug test. If the screening test is positive, the laboratory will analyze the applicant's or Talent's specimen using gas chromatography/mass spectrometry.

7. The laboratory will send positive test results to a Medical Review Officer ("MRO"). If an applicant or Talent has a confirmed positive, adulterated, substituted or invalid drug test result, the MRO will

contact the applicant or Talent by telephone at the numbers listed on the custody and control form. Applicants and Talent should promptly cooperate with the MRO.

8. The MRO shall advise the Company if an applicant or Talent has passed or failed the test, refused to cooperate, if a specimen is dilute, or if a test should be canceled. If the MRO determines that there is a legitimate medical explanation for a positive, adulterated, or substituted test result, the MRO will report a negative test result to the Company. If the applicant or Talent does not provide a legitimate medical explanation for a positive test result, the MRO will verify the test result as positive. If the applicant or Talent does not provide a legitimate medical explanation for an adulterated or substituted test result, the MRO will report to the Company that the applicant or Talent has refused to take a drug test. Invalid test results will be canceled and, depending on the circumstances, may subject an applicant or Talent to additional testing.

9. The Company or one of its service agents will notify applicants and Talent of their test results, and shall advise applicants and Talent of their rights, if any, to have their same specimens retested or their split specimens tested by a certified laboratory.

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

Crimes involving drugs. Talent who are convicted of, plead guilty to (including a plea of nolo contendere or no contest), or are sentenced for a crime involving illegal drugs must report the conviction, plea or sentence to their DB Concepts Immigration Specialist or Employee Relations (1-877-601-7453 or hrrsupport@randstadusa.com) within 5 days after such conviction, plea or sentence. If a Talent who is convicted of, pleads guilty to or is sentenced for a crime involving illegal drugs in the workplace performs work directly relating to the Company's contracts or grants with a state or the federal government, the Company will report such conviction, plea or sentence to the appropriate agency within 10 days after it receives notice.

Consequences

1. Applicants have the right to refuse to undergo drug testing, but those applicants who refuse to undergo testing or otherwise refuse to cooperate in a drug test will not be hired by the Company.

2. Applicants who have a verified positive drug test result will not be hired by the Company.

3. Talent have the right to refuse to undergo drug and alcohol testing, but those Talent who refuse to undergo testing or otherwise refuse to cooperate in a drug and/or alcohol test will be terminated.

4. Talent who test positive for alcohol, who have a verified positive drug test result, or who otherwise violate this policy will be subject to appropriate disciplinary action, up to and including termination of employment. Depending on the circumstances, a Talent's return to work, reinstatement, and/or continued employment may be conditioned on the Talent's successful participation in and/or completion of any and all evaluations, counseling, treatment, and rehabilitation programs, passing of return-to-duty and follow-up tests, and/or other appropriate conditions as determined by the Company.

5. The Company may take disciplinary and/or other appropriate action when a Talent engages in any conduct or is involved in any crime (including being charged with a crime, except where prohibited by applicable law) that could adversely affect or be detrimental to the Company's operations, interests, or reputation.

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

SECTION 6: ADDITIONAL POLICIES

6.1 BACKGROUND CHECKS

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

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

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

6.2 EMPLOYMENT OF MINORS

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

6.3 SUPPORT OF NURSING MOTHERS

Consistent with applicable laws recognizing the health advantages of breastfeeding, the Company provides a supportive environment to enable breastfeeding Talent to express milk during work hours.

Breastfeeding Talent are entitled to a private location (not a restroom) in which to breastfeed or express milk, and may store expressed milk in available refrigerators. Breastfeeding Talent are permitted to breastfeed or express milk during work hours using their normal breaks and meal periods. If additional time is required, Talent should speak with their DB Concepts Immigration Specialist or Employee Relations

to arrange for make-up time, discuss accommodations or to determine if leave is available for such purpose. Talent should contact their DB Concepts Immigration Specialist or Employee Relations immediately if they do not believe they are receiving the benefits to which they are entitled under this policy at a client worksite.

SECTION 7: PAID TIME OFF

The Company encourages Talent to take time off each calendar year. This Paid Time Off (PTO) Policy provides eligible Talent with paid time away from work that may not be covered by other policies. For information regarding other types of leave for which you may be eligible, please see Section 8 of this Handbook.

The PTO described in this Talent Handbook is effective as of January 1, 2017 and supersedes all prior PTO plans and/or policies that may be in effect. No person may make an exception to this PTO Policy without express written approval from the Chief Financial Officer or his or her designee.

PTO consists of three separate categories of paid time off: (1) vacation, (2) holiday and (3) sick time. PTO provided by this policy is intended to compensate Talent for time away from regularly scheduled work. It cannot be used in an attempt by a salaried Talent to obtain more than his/her minimum guaranteed salary. No salaried Talent will receive more than their minimum guaranteed salary if they work forty or fewer hours during a work week.

7.1 CALCULATION OF PTO

In the case of a Talent whose pay is expressed in terms of an annual salary, the payment amount for PTO will be calculated by taking the Talent’s annual base salary and dividing the annual base salary by 2080 to arrive at an hourly rate.

7.2 ACCRUAL OF VACATION HOURS

On the first day of each month, Talent accrue vacation hours at a rate of 1/12 of their Vacation Annual Allotment (which is based on their completed years of service) and their accruals are subject to the Vacation Maximum Carryover or Vacation Maximum Accrual, whichever is applicable.

Completed Service (Years)	Vacation Annual Allotment (Days)	Vacation Accrued/ Month (Hours)	Vacation Maximum Carryover (Outside California) (Hours)	Vacation Maximum Accrual (Inside California) (Hours)
0-4	10	6.67	40	120
5+	15	10	40	180

- Talent working outside of California may carry over to the next year any unused, accrued vacation hours up to the Vacation Maximum Carryover of 40 hours. Any accrued but unused vacation days in excess of the Vacation Maximum Carryover as of December 31st will be lost and will not carry over into the following calendar year. Talent may continue to accrue vacation hours until they reach the applicable Vacation Annual Allotment, set forth above. Once they reach the Vacation Annual Allotment, vacation hours will not begin accruing again until vacation hours are used and the vacation balance falls below the Vacation Annual Allotment.
- For Talent working in California, any unused, accrued vacation hours will roll over from year to year and Talent may continue to accrue vacation hours until they reach their Vacation Maximum

Accrual (which is set forth above and is 1.5 times their Vacation Annual Allotment). Once they reach their Vacation Maximum Accrual, vacation hours will not begin accruing again until vacation hours are used and the vacation balance falls below the Vacation Maximum Accrual.

The increase in the Vacation Annual Allotment from 10 days to 15 days will occur the January following the Talent's 5th anniversary. Vacation hours stop accruing upon the date of the Talent's termination date from DB Concepts.

7.3 ADVANCING OF VACATION HOURS

Talent who are located within the United States may be able to have vacation hours advanced, subject to the discretion and prior written approval of the Company, the limitations of this policy, and any prior discipline related to the use of vacation hours or sick days. When the Company exercises its discretion to approve the advancement of a certain number of vacation hours, the Talent has been overpaid for time away from work and goes into a negative vacation hours balance which will be reflected on his/her pay stubs until the Talent accrues the vacation hours already taken. As a condition of taking vacation hours prior to having accrued them, you agree that the Company is entitled to recover the value of these advances from any monies owed to you for any reason to the extent permitted by law.

The Company will not advance vacation hours to Talent while they are out of country. Further, no negative vacation balance should exist at the end of a calendar year. Any Talent with a negative balance at the end of a year may be subject to discipline and, in its discretion, the Company may refuse to advance vacation time to this Talent during the next calendar year. Also, any such negative vacation balance at the end of the calendar year will be carried over into the new calendar year. Accruals will continue to offset the negative balance.

Subject to the Scheduling and Use of PTO section below, the advancing of vacation hours depends on whether you are a current Talent (on the payroll as of January 1st) or a newly hired Talent (hired in the current year).

- **Talent on the payroll as of January 1st.** At the discretion of the Company and only with its prior written approval, the Annual Allotment of Vacation for Talent (see chart) may be advanced during the calendar year but, at any one time, a Talent may only have a maximum negative vacation amount of 40 hours. Once the Annual Allotment of Vacation has been used or advanced, Talent will not be advanced any additional vacation until the following January 1st.
- **Talent hired in the current calendar year.** The Annual Allotment of Vacation is prorated based on the number of months remaining in the year from your date of hire. To calculate the Annual Allotment of Vacation for which you are eligible, simply multiply the number of complete months remaining in the calendar year, starting with your date of hire, times 1/12 of your Annual Allotment of Vacation. This prorated Annual Allotment of Vacation may be advanced during the calendar year, but at any one time, a Talent may only have a maximum negative vacation amount of 40 hours. Once the prorated Annual Allotment of Vacation has been used or advanced, the Talent will not be advanced any additional vacation until the following January 1st.

7.4 ACCRUAL OF SICK HOURS

With the exception of the first year of a Talent's employment with the Company, the full annual allotment of 5 sick days is granted each January 1 and there is no carry-over to the new calendar year of unused

sick days. With respect to the first year of a Talent’s employment with the Company, the annual allotment of 5 sick days will be prorated as follows, based on the calendar quarter in which the Talent was hired:

1st Year Sick Allotment		
If hired during	Days	Hours
January – March	5	40
April – June	4	32
July – September	3	24
October - December	2	16

Sick hours stop accruing upon the date of a Talent’s termination date from DB Concepts. Negative sick balances are not permitted at any time. If Talent need to use sick leave for a reason permitted by this policy and they have exhausted their annual allotment of sick days, the Company will apply any of their accrued, unused vacation hours for the period of sick leave. In its sole discretion, the Company also may choose to advance vacation hours to the Talent to cover the period of sick leave. However, to the extent the vacation balance and/or any advanced vacation is insufficient to cover the period of sick leave, the sick leave will be unpaid unless otherwise required by law.

Sick Leave Laws. For Talent working in jurisdictions in which there is an applicable law requiring mandated sick leave and the leave provisions mandated by such law are more generous than the provisions of this sick leave policy, then the Company will provide sick leave to the Talent consistent with such law. Please contact your DB Concepts Immigration Specialist or DB Concepts Management at (855) 879-8170 with questions.

7.5 SCHEDULING AND USE OF PTO

Scheduling and use of PTO is governed by the following rules. Each Talent is responsible for coordinating his/her PTO. Talent should submit hours used prior to the week of the time off. Talent should coordinate their time off through their Client Manager, DB Concepts Immigration Specialist or DB Concepts Manager by using the DB Concepts Time-Off Request Form.

Use of vacation is subject to the business needs of the client or the Company. Requests for vacation hours which are greater than one week or if travelling out of country, Talent are expected to submit the request at least one month in advance by completing the Time-Off Request Form and submitting it to RPG-DBCrequest@randstadusa.com. An approval email must be obtained from your client manager authorizing the time off, and validated by the DB Concepts Branch Administrator in advance of your requested time off. Additionally, if Talent is travelling out of country, please include your travel itinerary along with Time Off request form.

Vacation hours may be used at any time during the calendar year, subject to business needs of the Company or its client, and the limitations of this policy. Talent must make sure that their DB Concepts Immigration Specialist is notified and approves such vacation time at least 48 hours prior to the start of it.

In the case of an emergency, you must notify your manager as soon as practicable. It is the responsibility of Talent to manage their vacation benefit and to take vacation time when the business allows.

Unless otherwise required by applicable law, paid sick leave can only be used for the following qualifying reasons: (a) for the diagnosis, care or treatment of the Talent or family member's mental or physical illness, injury or health condition, including preventative medical care; (b) for treatment, obtaining law enforcement assistance related to, or for relocation due to, domestic violence, harassment, sexual assault or stalking; (c) if the Talent's worksite or the school/daycare of the Talent's child is closed by order of a public official due to a public health emergency; or (d) if any law requires the Company to exclude the Talent from the workplace for health reasons. Unless prohibited by applicable law, the Company reserves the right to request documentation, including travel itineraries, or documentation supporting the need for sick leave, for any period in which sick leave immediately precedes or follows the use of vacation hours. Sick leave may not be used to extend vacation time. Any abuse of sick leave will subject Talent to discipline and the loss of any privilege to advance vacation time.

You must make sure that your DB Concepts Immigration Specialist is notified about the need for sick leave before the start of business or as soon as practicable on the first day of absence and the expected duration of the leave. If the leave will be prolonged, i.e. more than 2 days, you should keep your immediate DB Concepts Immigration Specialist informed as to the progress and your expected return date. The Company reserves the right to request certification for any absence related to the use of at least 3 consecutive days of requested sick leave. If a Talent uses paid sick leave for more than 5 consecutive days, the Talent must apply for a leave of absence in accordance with the Company's Leaves of Absence policies.

This policy permits Talent to carry over vacation hours from one calendar year to the next, however Talent are **not** allowed to carry over unused sick hours from one calendar year to the next calendar year, unless applicable state or local law requires provisions that are more generous than this sick leave policy.

7.6 COMPENSATION WHILE OUT OF COUNTRY

Talent who are "out of country" for a work week will not receive any compensation from the Company unless they use any accrued vacation balances they may have available. Talent will not be able to utilize sick hours while out of country and will not be eligible to receive compensation for periods during which they are out of country and the client is closed. To be eligible to be paid for Company-paid holidays while Talent are out of country, the Talent must utilize accrued vacation hours on each of the regularly scheduled work days both before and after the Company-paid holiday. If the Talent has no available accrued vacation hours, the Talent will not be paid while out of country, including for holidays otherwise paid for by the Company. Vacation time will not be advanced to Talent while they are out of country. Talent are expected to submit a Time Off request form a minimum of four weeks in advance of their scheduled travel out of country, including a travel itinerary and client manager approval.

7.7 COMPANY PAID HOLIDAYS

The Company observes six (6) designated paid holidays during each calendar year as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Paid Holidays"). On Paid Holidays, all Talent will receive their regular salary, subject to the conditions set forth below ("Holiday Pay"). If a Paid Holiday falls on a Saturday or Sunday, the preceding Friday or subsequent Monday, respectively, will be designated as the Paid Holiday. Holiday Pay is not accrued or

advanced, does not carry over to the following year if unused, is not paid out upon termination, and can only be paid in accordance with this section. Holiday pay will not be paid during any work week in which a Talent is out of the country unless the Talent performs work that is approved in advance by his/her Client Manager or it utilizing accrued vacation hours for each of the regularly scheduled work days both before and after the paid holiday.

7.8 CLIENT MANDATED CLOSINGS

Client Mandated Holidays, Closings, Shutdowns and Inclement Weather. In the event of a client-mandated holiday (other than one of the Paid Holidays specified above), closing or shutdown, Talent will receive their regular salary subject to the conditions of this paragraph and applicable law. During these events, the Company requires that Talent utilize any of their unused, accrued vacation hours for the period of the client holiday, closing or shutdown. Further, Talent are required to complete and submit their weekly timecards, accurately reflecting any hours actually worked consistent with Section 3.6 of this Talent Handbook. If, for example, the client is closed for an entire 40-hour workweek, Talent remaining in the United States must submit a Time Off request form utilizing 40 hours of accrued vacation, and will be compensated their regular salary for that work week during which they performed no work. If Talent neglect to submit the Time Off request form, the Company will reduce the available balance by the hours not worked. On the other hand, if Talent actually work on behalf of the client during that work week and work more than 40 hours, they will be paid for hours actually worked and the Company will not make any deductions to their vacation hours balance.

If Talent are assigned to a client that remains open during inclement weather, then Talent are expected to report to work. If Talent choose not to report to work while the client remains open, Talent must submit a Time Off request form utilizing their vacation hours to RPG-DBCrequest@randstadusa.com for any hours not worked less than 40 in that work week.

7.9 CLIENT MANDATED TRAINING

The Company will pay the Talent's regular salary for actual time spent in training that is required by the client. The Talent must supply documentation substantiating the participation in the training and that the participation was approved and required by his/her client manager.

7.10 RECONCILIATION OF PTO

It is the responsibility of Talent to review and confirm the accuracy of their vacation and sick balances. If Talent believe there is an error concerning recent time off taken, they are responsible for notifying the Company in writing within 30 days of when the time off was utilized. Please contact the Company by emailing RPG-DBCrequest@randstadusa.com, and providing the week ending date, number of hours used, actual dates the hours were used and what type of time off the employee expected.

When you leave the Company, regardless of whether you leave voluntarily or involuntarily and regardless of the reason you leave, reconciliation of PTO will work as follows:

- If you have used more vacation hours than you have accrued, the Company will be entitled to recover from you all amounts of advanced vacation, including by recovering it from any monies owed to you upon termination to the extent permitted by law. As a condition of taking such vacation prior to it being accrued by you, you agree that the Company is entitled to recover from you all amounts of advanced vacation.

- If you have accrued more vacation hours than you have used, you will be paid for all of your accrued, but unused vacation hours. You will not be paid for any accrued, but unused sick hours or for any unused Paid Holidays.

SECTION 8: LEAVES OF ABSENCE

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

If you are on a LOA and believe that you need a reasonable accommodation in order to return to work and perform the essential function of the position, please contact your DB Concepts Immigration Specialist or Employee Relations. The Company is committed to providing equal employment opportunities to qualified individuals with disabilities and, once made aware of their disabilities, will make reasonable accommodations to enable qualified disabled applicants and Talent to perform the essential functions of the job, provided that the accommodations do not cause undue hardship to the Company.

Important Contacts

The Company's Benefits Department

- 855-594-6213
- benefits@randstadusa.com or rus-leaves@randstadusa.com

Leave Plan Administrator – MetLife

- 888-750-2127

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

Overview. Generally, the Family and Medical Leave Act of 1993, as amended (FMLA) provides eligible Talent with up to 12 or 26 weeks of unpaid, job-protected leave for certain family or medical reasons. An eligible Talent may take up to 12 weeks of unpaid FMLA leave during a rolling 12-month period for certain family or medical reasons. An eligible Talent may take up to 26 weeks of unpaid FMLA leave during a single 12-month period to care for certain family members who are covered service members with a serious injury or illness. While on FMLA leave, the Company will maintain the Talent's group health plan coverage at the same level and under the same terms and conditions as when the Talent was actively working. At the conclusion of the FMLA leave, a Talent has the right to return to the same or to an equivalent position, subject to the terms, limitations and exceptions provided by law.

A Talent's failure to comply with the Company's leave policies and procedures can result in the delay or denial of the Talent's request for FMLA leave, unless there are unusual circumstances¹ preventing the Talent's compliance with the policy and procedure or it was not practicable for the Talent to comply. In those instances, the Talent should comply as soon as it is practicable.

¹ Including, but not limited to, situations where the Talent has a lack of knowledge of approximately when the leave will or was going to occur, a sudden change of circumstances or a medical emergency.

When a Talent does not report to work as scheduled or does not return to work after FMLA leave concludes and fails to timely comply with the Company's policies and procedures governing FMLA leave, the Talent, depending on the facts or circumstances, may be subject to discipline up to and including discharge. For more information on FMLA, please contact the Benefits Department for a copy of the 'Employee's Guide to The Family and Medical Leave Act' or obtain a copy directly at <http://www.dol.gov/whd/fmla/employeeguide.pdf>.

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

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

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

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

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

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

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis² who is either (i) under 18 years of age, or (ii) 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. However, for purposes of the military family leave provisions (i.e. Reasons for Leave numbered 5 and 6 above), a child may be of any age.
2. "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either inpatient care (such as an overnight stay in a hospital or other medical care facility), or continuing treatment by a healthcare provider.
3. "Continuing treatment" includes the following: (a) a period of incapacity of more than three consecutive full calendar days combined with one of the following: (i) at least two visits to a healthcare provider generally within 30 days, the first of which must occur within 7 days of the first day of incapacity; or (ii) one visit to a healthcare provider which results in a regimen of continuing treatment; (b) a period of incapacity due to pregnancy; or (c) a period of incapacity due to a chronic serious health condition.
4. "Incapacity" means an inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for it or recovery from it. Other treatments may also meet the definition of continuing treatment.
5. "Qualifying exigencies" include: (1) Short Notice Deployment (limited to seven or less calendar days prior to the date of deployment); (2) Military Events and Related Activities; (3) Childcare and School Activities; (4) Financial and Legal Arrangements; (5) Counseling; (6) Rest and Recuperation (limited to five days of leave for each instance up to a maximum of 12 weeks in a 12-month period); (7) Post-Deployment Activities; (8) Parental Care; and (9) Additional Activities (if agreed upon by the Company and the Talent).

FMLA Coordination with State Leave Laws. This policy complies with the FMLA, a federal law, but does not specifically incorporate any comparable state family and medical leave laws that may provide for more leave or broader protections. If you live in a state that has a comparable state family and medical leave law, you should be aware that nothing in this policy limits your rights under that state law. If any leave you take qualifies as leave under both the FMLA and the comparable state law, then the leave will be counted under both statutes and run concurrently unless *prohibited* by state law. In all cases, you will have the benefit of the most generous leave statute available to you, subject only to your satisfaction of the particular eligibility, notice and certification requirements. Contact the Benefits Department for further details.

Duration of FMLA Leave. Eligible Talent may take up to 12 weeks of unpaid Family and Medical Leave during any rolling 12-month period for any of the Reasons for Leave numbered 1 through 5, above. However, leave to care for a newborn or for a newly-placed child must conclude within 12 months after the birth or placement of the child. The rolling period is measured backward from the date a Talent uses any leave under FMLA. Talent do not have to request FMLA until the Talent has been absent for more than 3 days.

Combined Leave. Spouses who are both eligible for FMLA leave and employed by the Company may take a combined total of 12 weeks of FMLA leave for the birth or placement for adoption or foster care of a child; for the aftercare of the newborn or newly placed child absent a serious health condition; or to care for a parent with a serious health condition. If spouses do not use the full 12-week FMLA leave entitlement

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

for these purposes, they would each be entitled to take the remainder of their individual FMLA leave entitlement for other FMLA qualifying reasons, but not more than a total of 12 weeks per person per rolling 12-month period, except as noted below for Military Caregiver Leave.

Leave Taken as a Military Caregiver. An eligible Talent may be entitled to take up to 26 weeks of unpaid Military Caregiver Leave (that is, Reason for Leave number six, above). Such leave is available in a single 12-month period commencing on the first day of leave. Military Caregiver Leave not used in the 12-month period is forfeited. This leave is to be applied on a per-service member, per-injury basis. Thus, a Talent may be entitled to take an additional 26 weeks of leave during a subsequent 12-month period if the subsequent period of leave is to care for a different covered service member with a serious injury or illness or to care for the same service member with another serious injury or illness. The Company will not toll Military Caregiver Leave and other FMLA leave concurrently; however, during any single 12-month period, the Talent may not take more than a maximum combined total of 26 weeks of FMLA leave for all purposes, *i.e.*, for any or all of the Reasons for Leave described above. Spouses who are both eligible for FMLA leave and employed by the Company may take up to a combined total of 26 weeks of Military Caregiver Leave.

Intermittent or Reduced Work Schedule Leave. Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave that reduces a Talent's usual number of hours per workweek or hours per workday. Intermittent or reduced work schedule leave is subject to the following:

1. Leave to care for a newborn or for a newly placed child may be taken on an intermittent basis;
2. Leave (i) due to a Talent's own serious health condition, (ii) to care for a Talent's spouse, child or parent with a serious health condition, or (iii) to care for a covered service member relative with a serious injury or illness, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule; and
3. Leave because of a qualifying exigency due to the covered active duty or impending call to covered active duty of a spouse, son, daughter or parent may be taken all at once or on an intermittent or reduced work schedule.

If a Talent takes leave intermittently or on a reduced work schedule basis for a planned medical treatment for his or her own serious illness, the Talent must make a reasonable effort to schedule the treatment so as to accommodate the Company's needs and not disrupt unduly the Company's operations. When a Talent takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the Company may temporarily transfer the Talent to an alternative position with equivalent pay and benefits for which the Talent is qualified and which better accommodates recurring periods of leave.

Otherwise, Talent are prohibited from performing any work during the period of time that they are on unpaid FMLA.

Notification to the Company of Need for FMLA Leave. When applying for FMLA leave, Talent will be required to adhere to this policy, including its notification requirements. Failure to do so may result in the postponement or denial of leave, loss of rights under the FMLA, and in the event the Talent does not report to work, discipline up to and including termination of employment, depending on the facts and circumstances. Please note: Talent do not have to apply for FMLA until the Talent has been absent for more than 3 days.

1. A Talent must verbally notify the Company of the need or request to take leave under the FMLA by contacting MetLife, the Company's Plan Administrator, at 888-750-2127. The Talent is also encouraged to contact the Benefits Department at rus-leaves@randstadusa.com, their DB Concepts Immigration Specialist or DB Concepts Management of the need or request to take leave.

- a) When leave is foreseeable, for example, in childbirth or placement of a child, or for planned medical treatment due to the serious health condition of a Talent or family member or due to a covered service member's serious injury or illness, the Talent must provide the Company (preferably, through MetLife) with at least 30 days advance notice, or as much notice as is practicable.
- b) When leave is foreseeable due to a qualifying exigency arising from a family member's call to active duty, the Talent must provide as much notice as is practicable to the Company (preferably, through MetLife) regardless of how far in advance such leave is foreseeable. When the timing of the leave is *not* foreseeable, the Talent must provide the Company (preferably, through MetLife) with notice of the need for leave *as soon as practicable*.
- c) In all cases, a Talent must comply with this policy's procedures for requesting leave, except when unusual circumstances exist that temporarily prevent the Talent's compliance. In such unusual circumstances, notice may be given by the Talent's spokesperson (e.g. spouse, adult family member, or other responsible party) to the Company by contacting MetLife at 888-750-2127.

2. Upon notice to the Company by the Talent, MetLife will notify the Talent as to whether he/she is eligible for FMLA leave and about his/her rights and responsibilities under the FMLA. If eligible and if the leave is related to a serious health condition, qualifying exigency or a covered service member's injury or illness, MetLife will provide a certification form to be returned within 15 calendar days of the Talent's receipt, unless it is not practicable under the particular circumstances to do so despite the Talent's diligent, good faith efforts (in which case the certification form must be returned as soon as it does become reasonably possible for the Talent to do so). It is the Talent's responsibility to review the documents from MetLife and complete and timely return any forms back to MetLife within the timeframe requested by MetLife to avoid any delays in a final FMLA decision. If the Talent returns a certification form that is incomplete or insufficient, the Talent will be given at least 7 calendar days to correct the deficiency. The Company reserves the right to obtain a second medical opinion, at its expense, to substantiate a Talent's request for leave.

FMLA Leave Decision. If approved, MetLife will notify the Talent of the approval via mail and may notify the Talent by a phone call as well. MetLife will notify RPG-DBCrequest@randstadusa.com of the approval via email notification. If denied, MetLife will notify the Talent of the denial via mail and the Benefits Department through MetLink or the weekly report MetLife submits to the Benefits Department.

Return from FMLA Leave. Upon the Talent's return to work from his or her own serious health condition or injury or illness, the Talent will be required to provide MetLife with a note from his/her healthcare provider releasing the Talent to return to work. The Company will then place the Talent in the same position the Talent held before the leave or an equivalent position with equivalent pay, benefits and other employment terms and conditions, subject to any exceptions provided by law.

Limitations on Reinstatement. A Talent is entitled to reinstatement only if he or she would have continued to be employed had FMLA leave not been taken. Thus, a Talent is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the Talent would not be employed at the time job restoration is sought.

The Company reserves the right to deny reinstatement to salaried, eligible Talent who are among the highest paid 10 percent of the Company's employees (salaried and non-salaried) employed within 75 miles of the worksite ("key employees") if it determines that restoration of the Talent to his or her position will cause substantial and grievous economic injury to the operations of the Company (not whether the Talent's absence will cause substantial and grievous injury). If the Company believes that reinstatement may be denied to a key employee, the key employee will be given written notice at the time the leave is requested unless additional time is required to determine that the Talent is a key employee.

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

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

Compensation and Maintenance of Benefits During FMLA Leave

Leave under the FMLA is unpaid, except as noted below. As with other forms of unpaid leave with the Company, Talent will not be compensated for any Company-observed Paid Holidays that occur during an FMLA continuous leave of absence.

Relationship to Any Paid Time Off (Vacation or Sick only)

1. If a Talent has accrued and unused Vacation or Sick hours at the time of his/her approved FMLA leave, such available vacation/sick hours will first be substituted for unpaid leave and run concurrently with the FMLA leave, to the extent permitted by applicable federal, state and local law.
2. For leave taken for the Talent's own serious health condition, the Talent may apply to receive benefits under any Short Term Disability (STD) or Long Term Disability (LTD) program for which the Talent may be eligible, including state disability programs. Payment of state disability benefits may be offset and reduced by any vacation or sick hours or other compensation the Talent may also receive during that time, in accordance with the applicable STD, LTD or compensation plan. Talent should refer to the applicable STD, LTD or compensation plan for additional information.

3. In the event Talent exhausts all paid time off and does not qualify for STD or LTD benefits, the remainder of the FMLA leave will be unpaid.

For questions related to PTO accrual while on leave or using any accrued and unused PTO or applicable paid sick leave while on leave, please contact your DB Concepts Immigration Specialist or Benefits.

Relationship to Benefits

1. Health and Welfare Benefits³. Talent on FMLA leave will continue participating in any Company Health and Welfare benefits in which they were participating prior to the commencement of the leave, so long as the Talent portion of the premium payment is remitted to the Company in a timely manner (see Benefit Premiums information below).
2. Retirement Benefits. Vesting in the Randstad Professionals Group 401(k) Plan will continue in accordance with the applicable plan provisions.
3. Benefit Premiums:
 - a) If the Talent receives vacation or sick pay while on FMLA leave, the Company will automatically deduct premium payments for all health and welfare and retirement benefits as regular payroll deductions from those payments.
 - b) If the Talent receives disability payments through MetLife while on a FMLA or Disability Leave, MetLife will automatically deduct premium payments for most health and welfare benefits⁴ from the disability payment.
 - c) If a Talent's leave is unpaid, he or she must continue to pay the Talent portion of the premium payments during the period of leave.
 - i. The Talent will receive a bill for premiums due from the Company's third party direct pay vendor.
 - ii. If the Talent's payment of benefit premiums is more than 30 days late, the Company may discontinue benefit coverage. In this case, the Company will provide 15 days advance notice prior to discontinuing coverage in order to allow the Talent to correct the deficiency.
 - iii. In the event of cancellation due to non-payment, benefits will be restored upon the Talent's timely return to work and payment of the Talent's portion of the premium.

Prohibition of Discrimination and Retaliation. The Company strictly prohibits discrimination or retaliation against Talent because of their exercise, or attempted exercise, of rights under this policy and/or the FMLA. Talent who believe that their rights have been violated or that they have been discriminated or retaliated against for exercising, or attempting to exercise, their rights under this policy are required to report such belief to their DB Concepts Immigration Specialist, DB Concepts Management, or Employee Relations. Alternatively, Talent may report a complaint through Randstad's Misconduct Reporting Procedures (Section 1.3).

³ Health and Welfare Benefits include Medical, Health Savings Account (HSA), Dental, Vision, Life and Accidental Death & Dismemberment (AD&D) insurance for employee and dependents, Short Term Disability (STD), Long Term Disability (LTD), Health Care Flexible Spending Account (HCFSA), Dependent Care Flexible Spending Account (DCFSA), Hospital Indemnity and Critical Illness insurance for employee and dependents, Legal insurance and Employee Assistance Plan (EAP).

⁴ The following benefit deductions will cease and will only pick back up when the employee returns to work: HCFSA, DCFSA, HSA, 401(k), Deferred Compensation (DCP) and Share Purchase Plan (SPP).

Prohibition of Alternative Employment during Leave. Engaging in gainful employment during a FMLA leave is prohibited and will result in termination of employment and liability for reimbursement to the Company of any benefit payments that were made on the Talent's behalf during the leave. This paragraph does not prohibit employment for the Company before and after intermittent FMLA leave.

Additional Information. For further information or clarification about FMLA leave, please contact the Benefits Department at (855) 594-6213.

8.2 DISABILITY COVERAGE

To determine your individual eligibility for short-term disability (STD), please contact rus-leaves@randstadusa.com or review your benefit elections at <https://staffing.benefitsnow.com/>. For information on state-specific STD Leave Laws, please contact rus-leaves@randstadusa.com.

Long-term disability (LTD) provides partial income replacement beyond STD, in the event that you become totally disabled from work for longer than 180 days. LTD coverage amounts vary based on plan provisions. For additional information, please review your benefits elections at <https://staffing.benefitsnow.com/>, or contact MetLife at 1-888-750-2127.

8.3 UNPAID PERSONAL LEAVE OF ABSENCE

Eligibility and Purpose of Unpaid Personal LOA. At its discretion and in extraordinary circumstances, the Company may provide an unpaid personal leave of absence to Talent who have completed at least 6 months of continuous employment and are not eligible for, or have already exhausted, other types of leave provided by the Company. The personal leave described in this policy is different from any leave provided to Talent as an accommodation pursuant to Section 2.3 of this Talent Handbook.

Notification and Approval of Unpaid Personal LOA. Talent must notify the Benefits Department in writing by contacting rus-leaves@randstadusa.com and notify their DB Concepts Immigration Specialist or DB Concepts Management, in writing, of their request to take a personal leave of absence. Notice must specify the requested dates of the leave and the reason why the Talent is requesting it. The Company has the right to request documentation to verify or support any personal leave request and may deny a request in the absence of it. Requests for personal leaves of absence will be evaluated by the Benefits Department, DB Concepts Immigration Specialist and Employee Relations on a case-by-case basis. At the Company's sole discretion, it may approve or deny a Talent's request for an unpaid personal leave of absence, or partially approve a request, such as by approving a shorter period than requested. The Benefits Department, DB Concepts Immigration Specialist and Employee Relations will make the final decision on a Talent's request.

Compensation and Coordination of Benefits During Unpaid Personal Leave. Personal leaves of absence are not paid⁵ and Talent will not be compensated for any of the Company-observed Holidays that occur during such leave. The Company's policies regarding use of vacation or sick pay and the relationship to disability, health and welfare, and retirement benefits while on a personal leave of absence are the same as if the Talent were on a FMLA leave of absence. Please refer to the FMLA section for more information about the coordination of these benefits while on a personal leave of absence.

⁵ Excluding any disability or paid time off payments for which the Talent may be eligible.

Reinstatement Following Unpaid Personal Leave. The policy and procedures for a Talent to return to work after an unpaid personal leave are generally the same as those for leave under the FMLA, with one key difference: reinstatement to employment at the conclusion of an unpaid personal leave of absence is never guaranteed. The Company may elect not to reemploy the Talent or the Company may place the Talent in a different position with different terms and conditions of employment.

Prohibition of Alternative Employment during Unpaid Personal Leave. Engaging in gainful employment during a personal leave of absence is prohibited and will result in termination of employment as well as liability for reimbursement to the Company of any benefit payments that were made on the Talent's behalf during the leave.

8.4 MILITARY LEAVE

Pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994, the Company provides eligible Talent with Military Leaves of Absence for Service in the Uniformed Services of the United States. For more information on Military Leave, please refer to 'Your Rights Under USERRA' from http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf or contact the Benefits Department.

8.5 OTHER LEAVE REQUESTS

Witness Duty Leave. The Company recognizes that Talent may occasionally be subpoenaed to appear as witnesses in legal proceedings. The Company encourages Talent to fulfill these civic duties and will grant time off pursuant to applicable state/federal laws. Talent are required to provide their DB Concepts Immigration Specialist or DB Concepts Manager with advance notice of the need to take time off to serve as a witness, including the date when such service will begin, as soon as they become aware of it. The Company reserves the right to require the Talent to provide a copy of their witness subpoena. Upon returning to work, Talent may be required to provide proof of their service as a witness to their DB Concepts Immigration Specialist or DB Concepts Manager. Failure to provide such notification to the Company or to comply with requests from management may result in disciplinary action under this Section.

1. **Duration of Leave.** Generally, a Talent who is called to serve as a witness will be granted time off to fulfill such obligation. Under extraordinary circumstances, such as when the Talent's absence due to service as a witness would be severely detrimental to the operations of the Company, and/or service obligations to our client(s), the Company reserves the right to request postponement of the witness service. If a Talent is granted time off for witness duty and is excused for any full day during the witness service, he or she is required to report to work that day. If a Talent is released early from serving as a witness and can work for at least 3 hours, Talent must do so.
2. **Compensation During Leave.** Unless applicable law provides otherwise, Talent will not be paid for absences in connection with their service as a witness.

Bereavement Leave. The Company will provide up to 3 days of unpaid time off in the event of a death in the immediate family. "Immediate Family" includes the Talent's parent, spouse, domestic partner, child, sibling, parent, grandparent, grandchild, aunt, uncle, niece, and nephew as well as half-, step- and in-law relations of the same type. If more than 3 days off is needed, Talent may request time off in accordance with the Unpaid Personal Leave of Absence policies.

Notification of a need for bereavement leave and an expected date of return must be provided at least verbally to the DB Concepts Immigration Specialist or DB Concepts Management as soon as the need for leave is known. The Company reserves the right to require Talent to put their request in writing and/or provide documentation supporting the need for the leave (i.e., a death certificate, obituary, etc.). Failure to give verbal or, if requested, written notice, or to provide requested verification, may result in disciplinary action.

Please see the Addenda section at the end of this Talent Handbook for additional information regarding applicable leaves of absence.

SECTION 9: RESOURCES/PROPERTY OF THE COMPANY AND CLIENT

All property, equipment, and materials supplied to you by the Company or its client ("Property") are deemed to be the Property of the Company or its client and not your personal property. This Property includes, but is not limited to, Resources (defined below), badges, access cards, keys, office supplies, office equipment, and office furniture. Property also includes documents, data, certain inventions, certain copyrightable works of authorship, confidential information, and trade secrets.

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

9.1 RESOURCES

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

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

Privacy: Talent do not have a right or expectation of privacy or confidentiality as it pertains to any Resources unless granted by applicable law. The Company and our client companies have and reserve the right to access, enter, search, inspect, monitor and disclose the contents of any Talent's transmissions, files or messages at any time for inappropriate or illegal use, security concerns, network management or other business reasons without notice to the Talent. The Company (and likely all client companies) has software and systems in place that can monitor and record usages. Upon request, Talent must disclose any passcodes required to access such Resources.

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

1. Unauthorized Use: Talent may not use Resources, copy software or take Resources, such as equipment or hardware, without the express permission of the Company or the client (as applicable).

2. Hacking: Talent may not exploit any vulnerability, install hacking tools, use unauthorized passwords, run scans or perform any activity that compromises the Resources.
3. Unauthorized Software or Hardware: Talent are not authorized to install and use any software or hardware on any Resources, except as instructed by the Company or a client manager.
4. Cameras: Talent are not authorized to take photos at client sites, even with permission of the client. This restriction includes a camera built into your cell phone.
5. Inappropriate Information: Talent may not use Resources to send, download, store, create, receive or forward any items that contain fraudulent, harassing, discriminatory, embarrassing, defamatory, pornographic, indecent, profane, obscene, intimidating, hateful, derogatory, sexual or otherwise offensive or inappropriate language, pictures, sounds or materials.

9.2 NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION

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

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

9.3 RETURN OF PROPERTY UPON TERMINATION OR REQUEST

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

SECTION 10: TERMINATION OF ASSIGNMENT OR EMPLOYMENT

The end of a contract assignment with the Company does not necessarily terminate your employment with the Company. **NOTE: If your assignment has ended, you are still actively employed by the Company unless notified otherwise and you should call your DB Concepts Immigration Specialist immediately at (855) 879-8170.**

10.1 BENEFIT CONTINUATION UPON TERMINATION

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

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

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

10.2 DB CONCEPTS TERMINATION PROCESS

Every effort will be made to successfully redeploy Talent who are finishing assignments. If no assignment has been secured two weeks following the end of an assignment, the termination process will begin with a letter to the Talent giving him/her two-week notice as well as notification to USCIS.

The Company will purchase the one way ticket back to the Talent's home country once a signed termination letter has been received. The Company has an obligation to provide "reasonable costs of transportation" for the Talent back to his or her last place of residence. This obligation does not extend to family members or for personal items such as furniture and belongings. If the Talent voluntarily terminates employment, the Company is not obligated to provide the cost of return transportation. The Talent will be offered either a direct purchase of a plane ticket or cash payment at management's discretion. However, if the Talent refuses to accept a ticket or cash payment for a ticket, the Talent will be required to sign a release statement indicating that the he or she declines acceptance of the ticket or cash.

The week following the termination date, the H1B petition is formally withdrawn with USCIS.

10.3 REHIRE

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

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

Lastly, if your assignment has ended, we require that you contact your DB Concepts Immigration Specialist or DB Concepts Management to be considered for new assignments and opportunities.

10.4 EMPLOYMENT VERIFICATION AND REFERENCES

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

Visit www.theworknumber.com. Follow the prompts to obtain that information and use the appropriate Company code: Randstad (70167 or 10283). For years prior to 2012, SFN Group/Mergis/Source Right/Tatum (10480) and Technisource (13237).

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

Personnel Records. The employment records compiled and maintained by the Company about its Talent belong to the Company. Except where otherwise required by state law or court order, current or former Talent (or third parties designated by current or former Talent) may not review or obtain copies of these records. If you have any questions about whether you may review your personnel file, please contact your DB Concepts Immigration Specialist or DB Concepts Management at (855) 879-8170.

SECTION 11: KEY CONTACTS

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

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

Benefits: 855-594-6213; benefits@randstadusa.com; rus-leaves@randstadusa.com

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

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

MetLife (apply for FMLA): 888-750-2127

Misconduct Reporting: 866-250-6706; www.speakupfeedback.eu/web/integrityatrandstad/us
(Access code: 42115, needed for both phone and web)

Payroll: Contact your DB Concepts Immigration Specialist or 855-879-8170; RPG-DBCrequest@randstadusa.com

Press Hotline: 800-234-4610

Risk Management Hotline: 800-821-6909

The Work Number: 800-367-5690 / 800-424-0253 (TTY) / www.theworknumber.com. Follow the prompts to obtain the information and use the appropriate Company code: Randstad (70167 or 10283). For years prior to 2012, SFN Group/Mergis/SourceRight/Tatum (10480) and Technisource (13237).

SECTION 12: ACKNOWLEDGEMENT

I acknowledge that I have received and read the DB Concepts Talent Handbook and am responsible for adhering to its provisions. The Talent Handbook replaces any previous manual or handbook and, to the extent inconsistent, any previous understanding, practice, policy, or representation concerning the subject matters addressed in this Talent Handbook.

Printed Name: _____

Signature: _____

Last 4 Digits of SSN: _____

Date: _____

ADDENDA

CALIFORNIA FAMILY RIGHTS ACT

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

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

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

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

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

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

CALIFORNIA: YOUR RIGHTS AND OBLIGATIONS AS A PREGNANT EMPLOYEE

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

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

Your employer has an obligation to:

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

For pregnancy disability leave:

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

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

Notice Obligations as an Employee

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

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

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

DRUG AND ALCOHOL POLICY: BOULDER, COLORADO ADDENDUM

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

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

- Test results may not be disclosed to anyone except the applicant or employee or a third party designated by the applicant or employee, Randstad's employees on a need-to-know basis, or as required by law.

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

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

12-3-2 Post-Employment Drug Testing Requirements

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

- (a) At the time of the request or requirement, the employer has individualized reasonable suspicion, based on specific, objective, clearly expressed facts, to believe that the employee is under the influence of a drug or alcohol on the job, or his or her job performance is currently adversely affected by use of a drug or alcohol, or the employee has agreed to the test as a part of an employee assistance program after a finding or admission of prior drug or alcohol abuse;
- (b) Prior to the administration of any drug or alcohol test, the employer adopts a written testing policy and makes it available to all employees. But a copy need not be provided directly to each employee, so long as a copy is made available freely for inspection by employees at any reasonable time during working hours, without personal identification of the employees. Such testing policy must, as a minimum, set forth all of the following information:
 1. The employees subject to testing under the policy;
 2. The circumstances under which drug or alcohol testing may be requested or required;
 3. The right of an employee to refuse to undergo drug or alcohol testing and the consequence of refusal;
 4. Any disciplinary or other personnel action that may be taken based on a confirmatory test verifying a positive test result on an initial screening test;
 5. The right of an employee to obtain, immediately upon request to the employer's custodian thereof, a copy of all records maintained of his or her initial positive confirmatory test results, and to submit written information explaining any such results;
 6. Any other appeal procedure available; and
 7. A copy of this chapter.
- (c) The collection of any urine specimen is accomplished without direct observation of the genitals by any person other than the employee being tested;
- (d) A sufficient specimen is collected to perform two tests, and the one untested specimen is maintained until a negative test result is obtained, or, in case of a positive result, for a period of not less than one year following the date on which the specimen is collected;
- (e) No portion of any specimen is tested for pregnancy, and except for pre-employment physicals, no portion of any specimen is examined for evidence of any other medical condition, other than for the presence of alcohol or drugs;
- (f) The collection, storage, and transportation of the specimen is accomplished in tamper-proof containers;
- (g) Chain-of-custody documentation identifies how the specimen was handled, stored, and tested, at all times;
- (h) Positive test results are confirmed by means of gas chromatography/mass spectrometry or an alternate method of equal or greater sensitivity and accuracy;
- (i) The employer permits the employee, at the employee's request and expense, to contract with a laboratory meeting the National Institute of Drug Abuse Standards to have a second confirmatory test performed on an untested portion of the original specimen, subject to the same chain-of-custody assurances provided for the original test; and
- (j) The release of the test results is prohibited, except as authorized by the person tested, or to those employees of the employer with reasonable business need to know, or as required by a court of law.

12-3-3 Job Applicant Drug Testing Requirements

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

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

12-3-4 Exemptions

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

12-3-5 Employers' Rights

- (a) Nothing in this chapter restricts an employer's ability to prohibit the use of, possession of, or trafficking in, illegal drugs during work hours, or restricts an employer's ability to discipline an employee for being under the influence of, using, possessing, or trafficking in, illegal drugs during work hours or on the employer's premises. Nothing in this chapter restricts an employer's ability to prohibit the use of alcohol during work hours, or restricts an employer's ability to discipline an employee for being under the influence of alcohol during work hours or on the employer's premises.
- (b) Nothing in this chapter prevents an employer from conducting routine medical examinations of employees or medical screening in order to monitor exposure to toxic or other unhealthy substances encountered in the work place or in the performance of an employee's job responsibilities. But no employer shall extend medical screening beyond the specific substance being monitored, and any inadvertently obtained information concerning drug or alcohol use shall be maintained in confidence in the medical record and not disclosed to any employer. No employer shall use any such evidence to determine promotion, additional compensation, transfer, termination, disciplinary or other personnel action or the receipt of any benefit.
- (c) It is an affirmative defense that a person was required to conduct drug or alcohol testing or take disciplinary action against an employee based on such testing in order to comply with a statute or regulation of the United States or the State of Colorado or any of their agencies or any agency interpretation of such statute or regulation. It is a specific defense that a person, based on specific, objective, clearly expressed facts, was reasonably required to conduct such testing or take such action in order to compete effectively to obtain a contract with the United States or the State of Colorado or any of their agencies.

12-3-6 Enforcement

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

DRUG AND ALCOHOL POLICY: IOWA ADDENDUM

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

- Any adverse action taken against an Employee or Applicant shall be based only on the results of his or her drug or alcohol test.
- After Randstad receives a report of an Applicant's positive drug test result, Randstad will notify the Applicant (and, if a minor, his/her parent(s) as well) in writing of the test result, the name and address of the MRO who made the report, and the Applicant's right to request any records relating to his/her drug test. The Applicant has the right to request in writing, within fifteen (15) days from the date Randstad mails written notice of the Applicant's positive drug test result to him/her, any records relating to his/her drug test.
- Following a drug or alcohol test, but prior to receipt of the final results of the drug or alcohol test, Randstad may suspend an Employee with or without pay, pending the outcome of the test. Randstad will reinstate an Employee who has been suspended, with back pay, and interest on such amount at eighteen percent per annum compounded annually, if applicable, if the result of the confirmation test is not a verified positive drug test result or positive alcohol test that indicates a violation of the Policy.
- After Randstad receives a report of an Employee's verified positive drug test result or positive alcohol test result, Randstad will notify the Employee (and, if a minor, his/her parent(s) as well) in writing by certified mail, return receipt requested, of the test result and the Employee's right, at his/her expense, to request and obtain a confirmatory test of his/her split specimen at an approved laboratory of the Employee's choice.
- If the Employee, either in person or by certified mail, requests a confirmatory test of his/her split specimen, identifies an approved laboratory, and pays the fee for such test within seven (7) working days from the date Randstad mails the written notice, the confirmatory test will be conducted.
- If the result of the second confirmatory test does not confirm the result of the initial confirmatory test, the initial confirmatory test result shall not be considered a positive test result and Randstad will reimburse the Employee for the fee of the test.
- Employees who are notified of their confirmed positive drug or alcohol test results have the right, upon written request, to have access to any records relating to the tests.
- The first time an Employee with at least 12 months service (during the prior 18 months) tests positive for alcohol, he/she will be offered an opportunity to enroll in an approved rehabilitation, treatment or counseling program. Continued employment will be conditioned on successful completion of the program. Program costs shall be apportioned between the Employee and Randstad in accordance with the terms of Randstad's benefit plans if the Employee is eligible for coverage under the plan(s). If the Employee is not eligible for coverage under the plan(s), then program costs not covered by any health care plan of the Employee, if any, shall be apportioned equally by the Employee and Randstad. Randstad shall not be required to pay more than \$2,000.00 toward the cost of the Employee's rehabilitation.
- Randstad will not take adverse employment action against Employees who comply with the rehabilitation requirements and successfully complete rehabilitation.

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

DRUG AND ALCOHOL POLICY: MINNESOTA ADDENDUM

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

- Only Applicants who have received a conditional job offer will be subject to testing.
- Employees will be subject to random testing only to the extent required by Randstad or its client and if they are employed in a safety-sensitive position.
- Employees are subject to return-to-duty and follow-up drug and/or alcohol testing only if they have been referred by Randstad for chemical dependency treatment or evaluation or are participating in a treatment program under an employee benefit plan, during the evaluation or treatment period and for a period of up to two (2) years following completion of any treatment program.
- Randstad will inform the Applicant or Employee in writing of (1) the confirmatory test results, either positive or negative; and (2) the right to obtain a copy of the actual test results report. If the confirmatory test is positive, the notice must also indicate (3) the right to explain any positive test result; (4) the right to request a confirmatory retest of the original sample at his/her expense; and (5) the employment consequences of the test result.
- An applicant or employee has the right to provide an explanation for any positive initial screen test result.
- Within three (3) working days following notice by Randstad of a positive confirmatory test result, an Applicant or Employee may submit any additional information to Randstad's MRO to explain the test result. Within five (5) working days following notice of a positive confirmatory test result, an Applicant or Employee also may notify Randstad in writing of his/her intention to obtain a confirmatory retest by the original laboratory or another certified, accredited and/or licensed laboratory. Randstad then will notify the original laboratory of the request.
- An Employee who tests positive will not be discharged for a first verified positive drug test result or positive alcohol test result unless Randstad has given the Employee an opportunity to participate in a rehabilitation program (at the Employee's expense or pursuant to an employee benefit plan), and the Employee refuses to participate in the program or fails to successfully complete it.
- Randstad may temporarily suspend or transfer an Employee pending the outcome of any confirmatory test or retest, if Randstad believes that it is necessary to protect the health of the Employee, co-workers, or the public. If the confirmatory test is negative, Randstad will reinstate the Employee with back pay.

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

DRUG AND ALCOHOL POLICY: MONTANA ADDENDUM

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

- Only Applicants for, or Employees engaged in the performance, supervision, or management of, positions involving work in a hazardous work environment, security positions, positions affecting

public safety or public health, positions in which driving a motor vehicle is necessary for any part of the individual's work duties, or fiduciary position will be subject to drug and alcohol testing.

- Employees are subject to post-accident drug and/or alcohol testing if Randstad reasonably believes an Employee's act or failure to act is a direct or proximate cause of a work-related accident that caused death, personal injury, or property damage in excess of \$1,500.
- Employees are subject to follow-up drug and/or alcohol testing, including a return-to-duty test, for one (1) year from the time Randstad first requires a follow-up test.
- Randstad may contract with a third party to establish and administer a random testing process with an established calendar period for testing, an established testing rate within the calendar period, a random selection process (using a scientifically valid method) a determination of who will be tested (including supervisory and managerial employees) on any given date during the calendar period for testing, and a procedure confirming that employees have received a written description of the random selection process.
- Specimens for testing are limited to urine, breath and saliva.
- The collection, transport, and confirmation testing of specimens shall be performed in accordance with federal Department of Transportation regulations, 49 C.F.R. Part 40, or similar stringent requirements.
- All information, interviews, reports, statements, and memoranda concerning an Applicant or Employee's drug or alcohol test, and the test results, are confidential and may not be disclosed except: to the tested individual; to Randstad's designated representative; or in connection with any administrative or legal claim arising out of Randstad's implementation of its Policy and this Montana Addendum, in response to inquiries relating to a workplace accident that Randstad reasonably believes an employee may have caused or contributed to and which involves death, physical injury, or property damage in excess of \$1,500; or as required by law.
- Information obtained through testing that is unrelated to an individual's use of illegal drugs or alcohol will be held in strict confidence by the MRO and may not be released to Randstad.
- Randstad shall provide Applicants and Employees with copies of their test results.
- An Employee has the right to request Randstad to obtain a confirmatory test of his/her split specimen at a laboratory of the Employee's choice.
- Employees who dispute their test results may appeal such results and any disciplinary action by submitting a written appeal letter to Employee Relations or their Randstad Representative within five (5) business days following notice of their results. Randstad will investigate the facts underlying and giving rise to the appeal and will notify the Employee of its final decision in writing.
- Employees are advised that the unlawful manufacture, distribution, possession, or use of a controlled substance can result in legal sanctions under local, state and federal law, including imprisonment, fines and penalties.

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

DRUG AND ALCOHOL POLICY: OKLAHOMA ADDENDUM

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

- "Test positive for alcohol" means to take an alcohol test that results in an alcohol concentration of .02 or more.
- If an Applicant or Employee requests a confirmation test within twenty-four (24) hours of receiving a positive test result, the Applicant or Employee shall pay all costs of the confirmation

test, unless the confirmation test reverses the result of the challenged test. If the result of the challenged test is reversed, Randstad shall reimburse the individual for the costs of the confirmation test.

- Applicants and employees shall have the right to obtain information and records related to their drug and alcohol tests.

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

DRUG AND ALCOHOL POLICY: RHODE ISLAND ADDENDUM

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

- Employees are subject to post-accident drug testing only if Randstad has reasonable suspicion that an employee's use of drugs is impairing his/her ability to perform his/her job.
- Employees who test positive for drugs shall not be terminated, but rather will be referred by Randstad to a substance abuse professional ("SAP"), and shall be subject to return-to-duty testing. Such Employees also shall be subject to follow-up drug testing if such testing is recommended by the SAP. If an Employee tests positive for drugs after he/she is referred to a SAP, he/she will be subject to appropriate disciplinary action up to and including termination of employment.
- Employees who have positive drug test results shall have the opportunity to have their specimens retested by an independent laboratory, at Randstad's expense, and shall have a reasonable opportunity to rebut or explain their results.
- Test results shall be kept confidential, and positive test results may only be disclosed by Randstad to employees who have a job-related need to know or to defend against any legal action brought by an employee against Randstad.

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

DRUG AND ALCOHOL POLICY: VERMONT ADDENDUM

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

- Employees shall not be subject to on-site testing.
- Employees shall not be subject to pre-assignment testing.
- Applicants with a conditional offer of employment are subject to pre-employment drug testing and will receive a copy of the Policy and this Vermont Addendum concerning Randstad's testing procedures and the drugs to be tested. Therapeutic levels of prescription drugs will not be reported.
- Employees are subject to post-accident drug and/or alcohol testing only if Randstad has probable cause to believe that they are using or are under the influence of drugs or alcohol on the job.

- Applicants and Employees subject to drug testing shall have the opportunity, at their request and expense, to have blood samples drawn at the time their urine specimens are provided, which will be preserved in such a way that they can be tested later for the presence of drugs.
- Applicants and Employees are notified, through this addendum, that over-the-counter medications and other substances may result in positive test results.
- Applicants and Employees who have a positive drug test result shall have an opportunity to (1) explain the result to Randstad's MRO and why it may not be accurate; and (2) have a portion of their specimen retested at an independent laboratory at their expense.
- The first time an Employee tests positive for drugs, he/she will be immediately removed from his/her job functions for up to 3 months, and must participate in and successfully complete a drug rehabilitation program as part of Randstad's EAP. Failure to participate in and/or successfully complete the drug rehabilitation program will result in termination. Employees who subsequently test positive for drugs, or who otherwise violate this Policy, will be subject to appropriate disciplinary action up to and including termination of employment.
- Information about drug and alcohol test results must be kept confidential, and should be released to a third party only pursuant to a written consent form signed voluntarily by the person tested or where compelled by a court of competent jurisdiction in connection with an action brought under the drug testing statute.

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

HAWAII: FAMILY LEAVE NOTICE

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

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

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

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

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

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

ILLINOIS: PREGNANCY AND YOUR RIGHTS IN THE WORKPLACE

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

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

Your employer cannot:

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

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

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

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

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

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

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

MINNESOTA: WAGE NOTICE DISCLOSURE

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

PHILADELPHIA: WAGE THEFT ORDINANCE

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

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

Filing Wage Theft Complaints:

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

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

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

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

[See next page]

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

For additional information or to file a complaint:

1-866-4-USWAGE

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

www.dol.gov/whd

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

