



Staffing | Professionals | HR Solutions | Inhouse Services

---

## Welcome to Randstad

Please read this Employee Handbook thoroughly as it pertains to your employment with Randstad (including its operating divisions and subsidiaries, hereafter referred to as, "The Company"), one of the largest staffing firms in North America and a worldwide presence helping to shape the world of work. Once you have finished reading the Talent Handbook please sign the acknowledgement form.

This Talent Handbook has been designed to meet the needs of our billable employees (referred to in the remainder of this Handbook as "Talent"). We define all of our Talent employees as those who are placed on client assignments, either at client facilities, in Randstad offices or at any other work locations. 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. Questions may also be directed to your Recruiter, Randstad Manager, Human Resources, or the Randstad HELP line at (866) 435-7456.

[http://www.randstadusa.com/documents/Randstad\\_Professionals\\_Talent\\_Handbook.pdf](http://www.randstadusa.com/documents/Randstad_Professionals_Talent_Handbook.pdf)

## **IMPORTANT INFORMATION ABOUT THIS TALENT HANDBOOK**

This is not an employment contract. We hope that your employment with the Company will be mutually beneficial. You should know, however, that your employment is at will. Your employment and/or compensation can be terminated, with or without cause, at any time at the option of the Company. No representative of the Company, other than the President or Senior Vice President of Human Resources 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. No one has the authority to make any verbal statements of any kind which are legally binding to the Company. 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.

### **Covered Employees**

The policies in this Talent Handbook apply only to Randstad employees, who are considered "Talent." If you are not considered a Talent employee, you will need to consult the manual applicable to you by calling the Randstad HELP line at (866) 435-7456 to be connected with Human Resources.

### **Version Control**

Printed copies of this document may not be the latest version and should not be relied upon. Please check the electronic version, via the link above to make sure that you have the most current version. Also, please contact your Recruiter, Randstad Manager, Human Resources, or Randstad HELP line if you require any further information.

## TABLE OF CONTENTS

IMPORTANT INFORMATION ABOUT THIS TALENT HANDBOOK .....	2
1.1 OUR MISSION AND VALUES .....	6
1.2 WHERE TO GO FOR MORE INFORMATION .....	7
1.3 HOURS OF OPERATION.....	7
1.4 BUSINESS APPROPRIATE DRESS .....	7
1.5 OPEN DOOR POLICY .....	7
1.6 CLIENT RELATIONS .....	8
1.7 JOB DESCRIPTION.....	8
1.8 JOB POSTINGS .....	8
1.9 EMPLOYMENT OF MINORS .....	8
1.10 BACKGROUND CHECKS .....	8
SECTION 2: EQUAL EMPLOYMENT OPPORTUNITY .....	10
2.1 EQUAL EMPLOYMENT OPPORTUNITY.....	10
2.2 WORKPLACE HARASSMENT .....	10
2.3 REASONABLE ACCOMMODATION OF DISABILITIES .....	11
2.4 VETERANS AND INDIVIDUALS WITH DISABILITIES .....	11
2.5 COMPLAINT AND INVESTIGATION PROCEDURES .....	12
2.6 PROTECTION AGAINST RETALIATION .....	12
2.7 VIOLATIONS.....	13
2.8 AFFIRMATIVE ACTION PROGRAM .....	13
SECTION 3: COMPENSATION AND WORKING HOURS .....	14
3.1 PAY PERIOD AND METHODS OF PAYMENT .....	14
3.2 PAY ERRORS .....	14
3.3 MERIT INCREASES.....	14
3.4 CLIENT-MANDATED DECREASES .....	14
3.5 CALL-IN/REPORTING PAY (Non-Exempt Talent Only).....	14
3.6 TRAVEL PAY (Non-Exempt Talent Only).....	15
3.7 TIME ENTRY REQUIREMENTS AND RESPONSIBILITIES.....	15
3.8 TIME REPORTING SYSTEMS .....	15
3.9 REIMBURSEMENT FOR BUSINESS EXPENSES.....	18
SECTION 4: BENEFITS OVERVIEW.....	20
SECTION 5: CODE OF CONDUCT & PERFORMANCE MANAGEMENT .....	21
5.1 RANDSTAD BUSINESS PRINCIPLES.....	21

---

5.2 MISCONDUCT REPORTING PROCEDURE .....	22
5.3 PERFORMANCE .....	23
5.4 DISCIPLINARY PROCESS .....	23
5.5 RULES OF CONDUCT .....	23
5.6 ATTENDANCE AT WORK .....	25
5.7 SMOKING IN THE WORKPLACE .....	25
5.8 DRUG AND ALCOHOL POLICY .....	25
5.9 SOLICITATION AND DISTRIBUTION GUIDELINES .....	29
5.10 EMPLOYMENT OF RELATIVES AND ROMANTIC RELATIONS .....	29
5.11 COPYRIGHT COMPLIANCE .....	30
5.12 THE COMPANY AND STAFF SOCIAL FUNCTIONS .....	31
5.13 SOCIAL NETWORKING GUIDELINES .....	31
SECTION 6: PAID TIME OFF .....	33
SECTION 7: LEAVES OF ABSENCE .....	34
7.1 FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY AND PROCEDURES .....	34
7.2 UNPAID PERSONAL LEAVE OF ABSENCE .....	42
7.3 MILITARY LEAVE .....	43
7.4 JURY AND WITNESS DUTY LEAVE .....	47
7.5 BEREAVEMENT LEAVE .....	47
7.6 VOTING TIME .....	48
SECTION 8: THE COMPANY AND CLIENT PROPERTY AND RESOURCES .....	49
8.1 NON-DISCLOSURES AND NON-USE OF CONFIDENTIAL INFORMATION .....	49
8.2 FUNDS & PROPERTY .....	49
8.3 INVENTIONS .....	49
8.4 COPYRIGHTS .....	50
8.5 THE COMPANY'S LOGO & TEMPLATES .....	50
SECTION 9: COMPUTERS & TELECOMMUNICATIONS RESOURCES .....	51
9.1 GENERAL USE .....	51
9.2 UNACCEPTABLE USE .....	51
9.3 ENFORCEMENT .....	52
SECTION 10: LEAVING THE ORGANIZATION .....	53
10.1 EMPLOYMENT AT-WILL .....	53
10.2 TYPES OF TERMINATION .....	53
10.3 PAYMENT OF FINAL PAYCHECK .....	54
10.4 RETURN OF COMPANY / CLIENT PROPERTY/ADVANCES .....	54



10.5 BENEFIT CONTINUATION UPON TERMINATION .....	54
10.6 REHIRE .....	54
SECTION 11: SAFETY, PREMISES, AND WORK AREAS.....	56
11.1 OCCUPATIONAL SAFETY AND HEALTH .....	56
11.2 OTHER SAFETY AND SECURITY CONSIDERATIONS.....	56
11.3 BUILDING ACCESS .....	57
11.4 WORK AREA .....	57
11.5 DRIVING AND PARKING YOUR VEHICLE.....	57
SECTION 12: REFERENCES, RECORDS AND NOTICES .....	58
12.1 REFERENCES .....	58
12.2 EMPLOYMENT RECORDS .....	58

**Important Notice.** The policies contained in this Talent Handbook apply only to Employees classified as Talent. If you are not in this classification, please consult the Handbook applicable to you by contacting Human Resources. Randstad reserves the right to change, modify, alter, amend, discontinue, or otherwise revise these Policies in its sole discretion. **Printed copies of this document may not be the latest version and should not be relied upon. Please check the electronic version to make sure that you have the most current version.** Please contact your recruiter, manager or Human Resources if you require any further information.

---

## SECTION 1: GENERAL INFORMATION

### 1.1 OUR MISSION AND VALUES

- **Our mission: shaping the world of work**

HR services represent one of the world's fastest-growing industries, with the global market worth around € 289 billion. Yet in many major economies, staffing and other HR services are still in their infancy. As the world's number two HR services company, we are a true global leader in our industry and see it as our responsibility to take an active role in developing the industry. By finding employees the work they are best suited for, and by finding employers those candidates who best fit within their organization, we provide value to society as a whole. Changing labor market trends, including an aging population, flexibilization and resolving labor market shortages, means developing new solutions. By finding the right balance between the needs of the employer and the changing wishes of employees, 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**

Randstad is known for continuing to adhere to and live by the core values established in its early days:

<b>To know</b>	We are experts. We know our clients, their companies, our candidates and our business. In our business it's often the details that count the most.
<b>To serve</b>	We succeed through a spirit of excellent service, exceeding the core requirements of our industry.
<b>To trust</b>	We are respectful. We value our relationships and treat people well.
<b>Striving for perfection</b>	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.
<b>Simultaneous promotion of all interests</b>	We see the bigger picture, and take our social responsibility seriously. Our business must always benefit society as a whole.

Our collective identity is maintained by our shared commitment to these values, which together form a virtuous circle. We can only promote the interests of all our stakeholders if we know them well. Our thorough knowledge of them and our business enables us to serve them better. Our engagement with and service to our stakeholders build mutual trust. This trust is enhanced by continually striving for perfection and promoting the interests of our stakeholders and society in

general. The values we share serve as a compass for everyone at Randstad, 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 WHERE TO GO FOR MORE INFORMATION

The Company has several resources for you to go to get additional information about the Company and information to help you do your job. For most information related to your employment, the following groups or individuals are a good place to start.

1. Your Recruiter and/or Randstad Manager: Can address questions regarding your work hours, your job duties, your performance, as well as any concerns you have about your employment.
2. Human Resources: Can address questions related to your employment, issues or concerns, or questions relating to the Company's policies and practices.
3. The Randstad HELP Line – (866) 435-7456: Can address questions relating to Payroll, Benefits, Human Resources, Accounting, etc.

## 1.3 HOURS OF OPERATION

Working hours and assignments schedules vary among client locations. Please check with your Recruiter or Randstad Manager for an explanation of your work schedule. Because of the nature of the Company's business, night or weekend work may be required, and your hours and/or days of work may vary with each job. **Section 5.6** also covers attendance at work.

## 1.4 BUSINESS APPROPRIATE DRESS

As a company with a strong reputation and dedication to professionalism, the personal appearance of our Talent is important. Each time our Talent represents the Company, they must wear clothing that is appropriate for the business situation.

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 their 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 will be asked to leave and report back to work with appropriate attire.

## 1.5 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 Recruiter or Randstad Manager. If you would rather not approach your Recruiter or Randstad

Manager, or if you do not believe they have addressed a problem adequately, then you should feel free to discuss the problem with our Human Resources Department by calling the Randstad HELP line at (866) 435-7456. You may rest assured that you will not be penalized for using this open door policy. Finally, if you have concerns about wrongdoing that you do not believe can be addressed with your local contacts, you should consult Randstad's Misconduct Reporting Procedure (discussed further in **Section 5.2** of this Handbook).

### **1.6 CLIENT RELATIONS**

The Company considers clients to be both external and internal, depending on where you may be assigned. All Talent of the Company, including your fellow coworkers should be treated as you would treat your client. All Talent who have any client contact must remember that the impression a client has of the organization is the one that you give. It is very important that you deal with clients in a professional and courteous manner.

### **1.7 JOB DESCRIPTION**

The Company does not, as a general practice, provide its Talent with formal, written job descriptions. Some jobs may have written job descriptions, while others may not. You should, however, understand the nature of your position and the scope of your responsibilities. If you have any questions about your duties and/or responsibilities, you should speak with your Recruiter or Randstad Manager.

### **1.8 JOB POSTINGS**

The Company encourages Talent to take advantage of career opportunities with the Company by utilizing our web site, [www.Randstadusa.com](http://www.Randstadusa.com).

### **1.9 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 where a candidate is not at least 18 years of age at the time he or she seeks to commence employment with the Company.

Candidates who are 17 years of age are generally eligible for employment with the Company in clerical and administrative (non-hazardous) positions only; whereas candidates under 17 years of age are not eligible. If a conditional offer of employment is made to a minor candidate, he or she may be required to provide an age certificate (proof of age) and/or an employment certificate (work permit) before being able to begin employment at or through the Company as required by law. Failure to provide any such requested documentation will result in rescission of the offer of employment. The Company will comply with all scheduling limitations and task restrictions imposed by federal and state laws.

### **1.10 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 their being assigned to a client or when the client has specific background check requirements. When conducting background



checks, continued employment with the Company will be contingent upon successful completion of the background check.

The discovery of a criminal background or history through the results of a background check will not necessarily bar employment, promotion or assignment. Refusal to submit to a required background check, however, may result in withdrawal of a conditional offer of employment or assignment, removal from and/or ineligibility for assignment, reassignment or promotion, and/or termination of employment, depending on the facts and circumstances. It is the Company's policy to follow all federal, state and local laws with respect to the use of Background Checks.

## **SECTION 2: EQUAL EMPLOYMENT OPPORTUNITY**

The Company firmly believes that individuals have the right to be treated equitably, 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.

The management and staff of the Company are required to conduct their business affairs in a manner that is free from discrimination, harassment, and any other unlawful employment practices. Discrimination, harassment, and other unlawful employment practices will not be tolerated. All reports of such conduct will be treated seriously, and investigated promptly and impartially.

The Company expects every manager and Talent to work within the spirit and intent of the Company's goal of achieving and maintaining an environment free of discrimination, harassment, and other unlawful employment practices.

The Senior Vice President of Human Resources has been designated as the equal employment opportunity compliance officer. Inquiries concerning the application of federal and state laws and regulations should be referred to him or her.

To achieve the goals of equal employment opportunity, it is necessary that each member of the Company understand the importance of this policy and his or her individual responsibility to contribute toward its maximum fulfillment.

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY**

The Company is committed to equal employment opportunity. All recruitment, hiring, job assignments, transfers and promotions, as well as all other personnel actions, including, but not limited to, compensation, benefits, layoffs, returns from layoffs, terminations, training, social and recreational programs, shall be made without regard to race, color, religion, ancestry, national origin, age, sex, sexual orientation, marital status, disability, veteran status, citizenship status or any other legally protected status.

### **2.2 WORKPLACE HARASSMENT**

The Company is committed to providing a work environment free of unlawful harassment. Harassment based on an individual's race, religion, color, national origin, citizenship, marital status, sex, age, sexual orientation, veteran status, disability or any other legally protected status is strictly prohibited and will not be tolerated by the Company. This prohibition includes harassment in any workplace context including conferences, work-related activities/social events, and work-related trips. This prohibition also includes unlawful harassment from managers, coworkers and non-employees with whom Talent has a business or professional relationship, including, but not limited to, vendors, clients and client employees.

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

**Sexual Harassment.** Sexual harassment includes, but is not limited to, the types of prohibited harassment identified above, as well as, unwelcome sexual advances, request 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. Submitting to or rejection of such conduct is used as the basis for employment decisions; and
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or performance or creating an intimidating, hostile or offensive working environment.

Because our Talent is typically working at client sites and the Company is unable to know or control many aspects of client work environments, it is imperative that you report any harassment you experience, as well as any harassment you may witness involving other Company Talent, to the Company. See **Section 2.5** for how to file a complaint.

### **2.3 REASONABLE ACCOMMODATION OF DISABILITIES**

The Company prohibits discrimination against individuals with disabilities. The Company will make reasonable accommodations, as required by law, to assist qualified disabled applicants and Talent to meet job requirements once made aware of their disabilities and provided that the accommodations do not cause undue hardship to the Company's business.

### **2.4 VETERANS AND INDIVIDUALS WITH DISABILITIES**

The Company affords equal employment opportunity through affirmative action for qualified disabled individuals, qualified disabled veterans, and qualified veterans of the Vietnam era or other veterans who served on active duty during a war or in a campaign for which a campaign badge has been authorized. If you have a disability and would like to be considered under the affirmative action program, please tell us. You may inform us of your desire to benefit under the program at any time.

Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. Information you submit about your disability will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of individuals with disabilities, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if the condition might require emergency treatment; and (iii) Government officials engaged in enforcing laws administered by Office of Federal Contract

Compliance Programs or the Americans with Disabilities Act, may be informed. The information provided would be used only in ways that are not inconsistent with Section 503 of the Rehabilitation Act.

## **2.5 COMPLAINT AND INVESTIGATION PROCEDURES**

**Reporting of Complaints.** The Company encourages and expects Talent to report incidents of discrimination or harassment whether they are directly involved or are merely a witness. Any Talent who believes that he or she is being subjected to discrimination or harassment by a coworker, supervisor, manager or other individual at the workplace or believes that his or her employment is being adversely affected by such conduct, or believes that he or she has witnessed such conduct should immediately report such concerns to his or her Recruiter, next level Randstad Manager, another manager or by calling the Randstad HELP Line at (866) 435-7456 to request that a Human Resources Representative contact you.

Finally, if you have concerns about wrongdoing that you do not believe can be addressed with your local contacts; you should consult Randstad's Misconduct Reporting Procedure (discussed further in **Section 5.2** of this Handbook).

**Investigation.** After a complaint of discrimination or harassment 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 Randstad Talent. Our investigative procedures may also involve Client Human Resources Representatives when the offending person is not employed by Randstad. Likewise, Client Human Resources, Client 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.

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

## **2.6 PROTECTION AGAINST RETALIATION**

The Company will not tolerate retaliation against Talent for cooperating in an investigation or for making a complaint of discrimination, harassment or alleged illegal conduct. If you believe you have been retaliated against for reporting such conduct, for making a complaint, or for participating in an investigation related to harassment, you should immediately report the alleged retaliatory action to the Human Resources Department by calling the Randstad HELP Line at (866) 435-7456. Finally, if you have concerns about wrongdoing that you do not believe can be addressed with your local contacts, you should consult Randstad's Misconduct Reporting Procedure (discussed further in **Section 5.2** of this Handbook).

## 2.7 VIOLATIONS

Any Talent who discovers or becomes aware of a violation of this Section should report the violation to his or her Recruiter, next level Randstad Manager, or a Human Resources Representative. Employees who violate any provision in this Section may be subject to disciplinary action, up to and including unpaid suspension or termination of employment, depending on the severity and/or frequency of the violation. The Company also reserves the right to report any illegal conduct to the appropriate authorities and may avail itself of any other legal remedies it deems appropriate. The Human Resources Department may be reached by calling the Randstad HELP Line at (866) 435-7456. If you have concerns about wrongdoing that you do not believe can be addressed with your local contacts, you should consult Randstad's Misconduct Reporting Procedure (discussed further in **Section 5.2** of this Handbook).

## 2.8 AFFIRMATIVE ACTION PROGRAM

The Company maintains an affirmative action program as required by law. Our affirmative action program is available for review Monday through Friday between the hours of 9:00 a.m. and 3:00 p.m. Eastern Standard Time. Write to the Human Resources Department to request such a review:

Randstad  
c/o: Human Resources Department  
150 Presidential Way, 4<sup>th</sup> Floor  
Woburn, MA 01801

---

## SECTION 3: COMPENSATION AND WORKING HOURS

### 3.1 PAY PERIOD AND METHODS OF PAYMENT

The standard payroll week for Talent begins on 12:01 a.m. Sunday and ends on Saturday at 12:00 midnight. All Talent are paid on a weekly basis every Friday for the previous week's hours that were approved.

**Methods of Payment.** Payroll will be directly deposited to your pay card, checking, savings or other account, unless other arrangements are made with the Payroll Department. If your State allows or requires other methods be made available, such as a "live" check, Payroll will issue a paper check for your wages. However, 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 when you join the Company and submit it to the Payroll Department. Otherwise, you may also elect Direct Deposit via the direct deposit form available from your local Randstad Branch location.

**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 PAY ERRORS

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, contact the Payroll Department through the Randstad HELP Line by calling (866) 435-7456. They will take the necessary steps to promptly investigate the error and make any appropriate corrections; including reimbursing for any improper deductions that are determined to have been made. Talent who make good-faith reports will not be retaliated against for complying with this procedure or otherwise seeking to obtain what they are entitled to under applicable law.

### 3.3 MERIT INCREASES

Merit increases are to be offered at the Company's sole discretion. Compensation adjustments may be considered by your Recruiter or Randstad Manager depending on business needs, your performance and other factors.

### 3.4 CLIENT-MANDATED DECREASES

From time to time we have had the experience of a particular client mandating bill rate decreases. Such decreases are difficult for all parties but in most cases the options are to accept the decrease or terminate the assignment. The Company reserves the right to adjust pay rates in response to such client-mandated decreases, subject to applicable to State or Federal law.

### 3.5 CALL-IN/REPORTING PAY (Non-Exempt Talent Only)

The Company provides compensation to non-exempt Talent who are recalled after a scheduled shift ends or called in to work on otherwise unscheduled time. The Company also pays call-in time/waiting time where required by law. Where required by law, Talent will be compensated for a minimum of 1 to 4 hours at their regular hourly rate regardless of whether or not they were assigned to actual work performance. In instances of regularly scheduled work of less than 4 hours, managers may waive the above provision provided the Talent is compensated at his/her regular rate for hours worked. Where a guarantee of minimum daily earnings is waived because the employee is unable or unwilling to work 4 hours, a written statement to this effect must be signed by the Talent and kept on file as part of the Talent's record.

### **3.6 TRAVEL PAY (Non-Exempt Talent Only)**

The Company provides payment to non-exempt Talent for time spent traveling as part of the Company's *principal activity*. The typical commute from a Talent's home to the work site (the usual place to which Talent reports on a scheduled workday) is not compensable. However, the time that Talent spend traveling as part of their *principal activity*, such as travel from location to location during the normal workday, will be counted as hours worked.

### **3.7 TIME ENTRY REQUIREMENTS AND RESPONSIBILITIES**

It is Randstad's policy to pay all of our Talent for time worked in an accurate and timely manner, 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 an employee of the Company, you have responsibility for your own time entry. Your local Branch office will direct you on how to submit your hours each week. You are expected to accurately enter your time by the last day of your work week. Upon approval, the time is transmitted through the payroll process ensuring accurate and prompt processing.

You should always enter all of the time you have worked. You may not work "off the clock" or otherwise under-report or over-report your time.

### **3.8 TIME REPORTING SYSTEMS (Please see your Branch for the supplemental forms)**

Enterprise Time Capture (ETC) is the standard method for time entry, but we also utilize several other methods. 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 anywhere for your placement. This time entry method prevents potential processing delays and provides better means to have your time entry promptly reviewed and approved, thus ensuring the accurate and timely processing of your pay.

When you are placed at a client that requires time entry into its own electronic time entry application, you are responsible to abide by that system's time submission and approval requirements; provided,



however, that just as with ETC, you should always enter all of the time you have worked. You may not work “off the clock” or otherwise under-report or over-report your time.

**Overtime Policies.** Consistent with the Company’s overtime policies, all overtime hours must be approved in advance by your Randstad Manager. Except for extenuating circumstances where unplanned overtime is necessary to address a client emergency, you must obtain your Client Manager’s approval *before* working any overtime hours. Even in extenuating circumstances where unplanned overtime is unavoidable, you must immediately (i.e. the same day) notify your Recruiter or Randstad Manager of any overtime hours that you worked and the specific reason for doing so. Regardless whether any overtime hours were approved in advance by your Client Manager, you will be paid for all overtime hours that you work. *Accordingly, it is imperative that you accurately report overtime hours on your time sheet even if the overtime was not approved in advance.*

**Time Sheet Procedures.** Talent who work in offices that use electronic or manual time sheets must observe the following rules. When filling out your time sheet each week, you must record:

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

Your timesheet must reflect the *actual* hours you work each week, including all overtime hours, even 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 or client need requires you to stay at work until 6 p.m., your timesheet must reflect that you worked until 6 p.m. Regardless of whether any overtime hours were approved in advance or are outside your normal schedule, you will be paid for all overtime hours that you actually work. Accordingly, you must accurately report all overtime hours on your time sheet even if the overtime was not approved in advance. **Do not sign your timesheet unless you are sure that it is accurate and complete.**

The workweek begins on Sunday at 12:01 a.m. and ends on Saturday at midnight. Unless you are directed by your manager or Randstad Human Resources to submit your timesheets more frequently, Talent must submit timesheets to their Randstad Recruiter or Manager no later than the Monday following the end of each workweek. If you will be on a leave of absence or otherwise out of the office on a day 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 his/her Randstad Recruiter or Manager in order to coordinate the preparation of a timesheet.



**Time Clock Procedures.** Talent who work on assignments that use time clocks or similar timekeeping systems other than timesheets must observe the following rules:

Generally, Talent should punch their timesheet or clock in/out four times each day: at the beginning and end of the workday, and at the beginning and end of a meal period. Talent are generally expected to clock out for any break period of more than 20 minutes.

Talent must be ready to work as soon as they clock in. If more than five minutes elapse between the time you clock in and when you actually begin working, you must immediately alert your manager.

Talent must **not** work before clocking in or after clocking out. If, due to emergency or other circumstances, you perform any work before clocking in or after clocking out, you must immediately alert your Supervisor or Manager and write the correct starting or stopping time on your timesheet.

Talent is strictly forbidden from clocking in or out for other Talent. Before clocking in or out, Talent are expected to verify that they are using the correct timesheet, or log-in information. Talent who clock in or out for other Talent will be subject to discipline up to and including termination.

After reviewing and confirming that the reported hours worked on the timesheet are accurate and complete, each Talent must sign his or her timesheet. By signing, you are verifying that the total hours worked on the timesheet are accurate. At the end of each workweek, you should submit your completed timesheet or report to your supervisor. In some situations, your manager may require you to submit your timesheet daily. **Do not sign your timesheet or submit your timesheet unless you are sure that it is accurate and complete.**

#### **Corrections or Modifications.**

If, after submitting your timesheet, you believe that a correction or modification is necessary, you must notify your Recruiter or Randstad Manager immediately. Your manager will review your timesheet with you as soon as possible. After you and your manager have both verified the accuracy of the corrections or modifications, both you and your manager must initial the changes on the timesheet. In some instances, depending on the nature and extent of the corrections or modifications, your manager may ask you to complete a new timesheet to replace the timesheet being corrected. To avoid having to make corrections or modifications to your timesheets, you are expected to carefully review each timesheet for accuracy and completeness *before* signing it and submitting it to your manager.

Talent should also carefully review all paychecks and/or earnings statements to identify any errors or discrepancies in payment. If you notice a discrepancy on your paycheck and/or earnings statement, you are expected to immediately notify your Recruiter, Randstad Manager or Randstad Payroll through the Randstad HELP Line: (866) 435-7456.

**Falsification of Time Records.**

Talent time records are official Company documents. As explained above, 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
- encouraging or coercing other Talent to misrepresent hours worked

Talent found to have engaged in any of these prohibited actions are subject to immediate discipline up to and including termination of employment. If anyone encourages or attempts to coerce you to misrepresent the number of hours you worked, you must immediately notify your Randstad Manager or Randstad Human Resources.

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 requiring or asking you to work "off-the-clock," you must immediately notify your Randstad Manager or Randstad Human Resources.

If you believe you have not been accurately paid for all hours you worked, you are expected to immediately notify your Randstad Manager or Randstad Human Resources. Talent are encouraged to report any questions, concerns, or complaints about their pay or hours worked. Talent will not be retaliated against for reporting such questions, concerns, or complaints. Please call the Randstad HELP Line at (866) 435-7456.

**3.9 REIMBURSEMENT FOR BUSINESS EXPENSES**

The Company's Talent Business Expense Reimbursement Policy sets forth guidelines for when the Company will reimburse Talent for business expenses.

In general, Talent will only be reimbursed for business expenses approved by a Client. Talent must comply with the Client's policies and requirements for reimbursement of business expenses or Randstad'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. Randstad will not reimburse Talent for personal expenses.

Talent should contact their Recruiter, Randstad contact or Randstad Manager for the Client's requirements for reimbursing expenses or Randstad's requirements if the Client does not have an applicable policy.

## **SECTION 4: BENEFITS OVERVIEW**

Please see your Branch for the supplemental on-boarding forms for your Operating Company's benefit programs, which you may participate in, provided you meet the eligibility criteria.

---

## SECTION 5: CODE OF CONDUCT & PERFORMANCE MANAGEMENT

The following Section outlines the Company's expectations about Talent conduct and performance. If you still have questions about the expectations governing your employment at the Company or about managing your performance as company Talent, please speak with your Recruiter, Randstad Manager or Human Resources Representative. You can contact your Human Resources Representative by contacting the Randstad HELP line at (866) 435-7456.

### 5.1 RANDSTAD BUSINESS PRINCIPLES

Randstad recognizes the need to always act with integrity and to respect human rights. Randstad's 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.

The Business Principles are our minimum standards but, in addition, we must always ensure that we comply with all laws, human rights principles and Randstad's internal policies and procedures; no one is authorized to violate them. If the Business Principles conflict with local law then local law must be followed while striving to act in the spirit of the Business Principles. Some of the Business Principles will be outlined in more detail in separate Randstad Policies and Procedures as required. You may also visit this website: <http://www.ir.randstad.com/governance.cfm>.

#### To know

We are experts. We know our clients, their companies, our candidates and our business. In our business it's often the details that count the most.

1. We know and comply with the laws that govern our business, international human rights principles and Randstad'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 Randstad'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

We succeed through a spirit of excellent service, exceeding the core requirements of our industry.

5. We conduct business in a fair and ethical manner and avoid any situation that could create a conflict of interest, or the appearance of conflict, between the interests of Randstad and our private interests.

6. We do not offer, pay or accept bribes that could create undue influence or the appearance of undue influence.
7. We decline gifts or hospitality that could create undue influence or the appearance of undue influence.

### **To trust**

We are respectful. We value our relationships and treat people well.

8. We treat others fairly, act with care and consideration and respect human rights. We do not tolerate intimidation or harassment in any form.
9. We respect the right to privacy; ensure that confidential information is kept confidential and we do not abuse the confidential information of others.
10. We do not misuse Randstad property for personal purposes.

### **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.

11. We value diversity and do not discriminate on grounds of age, color, disability, gender, marital status, nationality, race, religion or sexual orientation or any other irrelevant or illegal characteristics.
12. We do not engage with anybody that is connected with terrorism or other criminal activities.
13. We do not make contributions to candidates for public or private office, to political parties or other political interests.

### **Striving for perfection**

We always seek to improve and innovate. We are here to delight our clients and candidates in everything we do, right down to the smallest detail. This gives us the edge.

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

## **5.2 MISCONDUCT REPORTING PROCEDURE**

In the event of a breach of the Business Principles, or other misconduct or wrongdoing, Talent should first raise concerns through their normal (local) reporting channels, such as their Recruiter, Randstad Manager or HR Representative. Reporting to management in this way is usually the fastest and preferred route, and the best way to ensure a good and open work environment throughout the Randstad Group.

If local reporting channels are likely to be inappropriate or ineffective, the Randstad Misconduct Reporting Procedure should be used but this should be considered 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 their identity this greatly facilitates the investigation of the report.

The Misconduct Reporting Procedure can be found at

<http://www.ir.randstad.com/governance.cfm>.

Call the Integrity Line: (866) 250-6706

### **5.3 PERFORMANCE**

Due to the almost infinite variety 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 will generally 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 reserves the right to end Talent assignments and/or employment with the Company for performance deficiencies regardless of whether these deficiencies have been formally documented. If you are having problems or concerns, you should identify and discuss them with your Recruiter or Randstad Manager.

### **5.4 DISCIPLINARY PROCESS**

Any violation of the policies contained in this Section or the policies contained in this Talent Handbook, or of any other work rules may subject Talent to discipline, up to and including termination of employment, depending on the seriousness and/or frequency of the violation. Any Talent who discovers or becomes aware of a violation contained in this Section should report the violation to their Recruiter, Randstad Manager or a Human Resources Representative through the Randstad HELP Line at (866) 435-7456. The Company also reserves the right to report any illegal conduct to the appropriate authorities and may avail itself of any other legal remedies it deems appropriate.

### **5.5 RULES OF CONDUCT**

Certain rules for conduct are necessary for the safety and productivity of our Talent and the protection of property. 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. This list is intended simply to demonstrate types of activities prohibited in the workplace. All other conduct that is detrimental to the



---

Company's interests or the interests of your coworkers or the Company's clients or suppliers is similarly prohibited.

1. Violating any policy in this Talent Handbook or any other applicable work rule or policy.
2. Falsifying Company and/or employment records, or dishonesty towards supervisory personnel, coworkers, clients, suppliers, or others.
3. Illegal gambling on the Company property.
4. Use or illegal possession of weapons or firearms on Company property, or in the conduct of the Company 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. Arrest or conviction of a felony or other crime involving moral turpitude or crimes which can be construed to indicate that the continued presence of the Talent would constitute a hazard to fellow Talent, the Company or its property.
8. Unauthorized work elsewhere while on leave of absence or failure to return to work at the end of an authorized leave of absence.
9. Threatening, intimidating, coercing, profane, obscene or abusive language or conduct to other Company Talent, clients, suppliers, or others, or otherwise engaging in disorderly conduct while on the Company property, work assignment, or while engaging in Company business. Obscene language, obscene conduct or displaying indecent materials, literature or pictures on Company property.
10. Fighting, horseplay, and other types of physical altercations on Company premises during work hours, after hours, or at any other time while engaging in Company business.
11. Sleeping, giving the appearance of sleeping, or loafing during working hours.
12. 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 supervisor or any authorized Talent or the Company representative; (b) disrespect, publicly displayed on The Company premises or client premises, toward a supervisor or Company; (c) threatening, intimidating, coercing, or interfering with supervision; (d) abusive language to any supervisor or coworker; (e) openly making or publishing false, vicious, or malicious statements concerning supervisors; or (f) disobey the order of a supervisor.
13. Stealing, theft, misappropriating, misusing, removing, defacing, abuse, vandalizing or otherwise destroying or impairing the usability of the Company property or property belonging to your coworkers, the Company's clients or suppliers.
14. 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 the Company employee, as well as unauthorized use of the Company property or property belonging to your coworkers, the Company's clients, or suppliers for the purpose of carrying on your own business or another enterprise.
15. 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.



16. Any act that adversely affects the Company, the Company's Talent or clients' integrity, security, effectiveness, or safety.

### **5.6 ATTENDANCE AT WORK**

You are expected to be at work as required by your Recruiter or Randstad Manager, 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 Recruiter or Randstad Manager. If you have any questions about your working hours, or about any rest or meal periods to which you may be entitled, contact your Recruiter, Randstad Manager or Human Resources Representative.

***Tardiness/Absence*** If you will be tardy or absent from work for part or all of the workday, you must report it to your Recruiter and Client Manager at least 30 minutes before the start of your workday. You must also report the anticipated duration of the absence. If you are tardy or absent from work without reporting your absence at least 30 minutes prior to your scheduled start time, you may be subject to disciplinary counseling and/or termination of employment. Similarly, if you have a history of excessive tardiness, excessive absenteeism, or a pattern of tardiness or absenteeism, you may be subject to disciplinary counseling and/or termination of employment.

***Job Abandonment - No Call/No Show: The Client may end your assignment immediately for a single "No Call / No Show."*** If you do not report to work for three (3) consecutive scheduled work days, 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.

There may be situations in which compliance with this policy is not feasible. If you believe you face such extenuating circumstances, you must notify your Recruiter, Randstad Manager or your Human Resources Representative immediately.

### **5.7 SMOKING IN THE WORKPLACE**

The Company does not permit smoking inside any of its offices at any time. The Company also prohibits smoking in toilets, stairwells, foyers, or any common areas within any building in which the Company office or client work site / operation is located. Talent working at client and other sites must also observe the client's policies regarding smoking.

### **5.8 DRUG AND ALCOHOL POLICY**

The use of illegal drugs and alcohol misuse by Talent is inconsistent with the commitment of the Company to its clients and to its Talent to provide a safe, healthy, secure and productive work environment.

This policy, which is part of the Company's drug-free workplace program, applies to all applicants and Talent. Applicants and Talent must comply with this policy as a condition of their employment. This policy is effective July 1, 2012, and supersedes any prior policy as well as any other written or oral statements or representations by the Company that are inconsistent with the 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.

***Drug and Alcohol Free Workplaces.*** Whenever Talent is working, operating the Company or client vehicles, machinery or equipment, present on the Company or client premises, or present in any other location performing for the Company or a client, they are prohibited from: 1) using, possessing, buying, selling, manufacturing, distributing, dispensing or transferring illegal drugs; 2) using, possessing, buying, selling, manufacturing, distributing, dispensing or transferring prescription drugs without a prescription; and 3) being under the influence of illegal drugs or alcohol; and consuming alcohol while working or on assignment. Talent should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol.

***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 in the workplace must report the conviction, plea or sentence to their Randstad Recruiter / Manager or the Human Resources Department within five (5) days after such conviction, plea or sentence. If any Talent is convicted of, pleads guilty to or is sentenced for a crime involving illegal drugs performs work directly relating to the Company's contracts or grants with a state or the federal government, the Company will report such conviction, plea or sentence to the appropriate agency within ten (10) days after it receives notice.

***Employee Assistance Program.*** The Employee Assistance Program ("EAP") provides confidential counseling and referral services to eligible Talent for assistance with such problems as drug and/or alcohol abuse or addiction. It is the Talent's responsibility to seek assistance from the EAP prior to reaching a point where his or her judgment, performance, or behavior has led to imminent disciplinary action. Participation in the EAP after the disciplinary process has begun may not preclude disciplinary action, up to and including, termination of employment. If you need additional information regarding the EAP, you may contact our EAP provider ComPsych by calling 877.595.5288 or by visiting their website: [www.guidanceresources.com](http://www.guidanceresources.com) (Organization Web ID code is **1214**), or contact your Human Resources Representative through the Randstad HELP Line at (866) 435-7456.

***Drug and Alcohol Testing.*** Except where precluded by applicable state or local law, the Company may conduct various types of testing including:

1. ***Post-accident Testing.*** Any Talent who has a work-related accident or an incident in which safety precautions were violated or unusually careless acts were performed while on assignment

may be requested to undergo drug and/or alcohol testing immediately following the accident or incident, if required by office policy or client policy.

2. **Reasonable Suspicion.** Where there is reasonable suspicion that you are using or are under the influence of illegal drugs, alcohol, or prescription medication without a prescription, you may be requested to undergo drug and/or alcohol testing.
3. **Random.** Random drug testing without cause or suspicion may be conducted.
4. **Assignment Related Testing.** As a condition of assignment, continued assignment or a permanent position with some of our clients, you may be required to undergo drug and/or alcohol testing. Submission to such testing is not mandatory unless you wish to be considered for the assignment, continued assignment or permanent position.

**Summary of Alcohol Collection and Testing Procedures:** Except where precluded by applicable state 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 the consent form in which they agree to and authorize testing. Talent shall go to the Company designated collection site where they shall be required to cooperate in the site's normal specimen collection procedures. 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.
2. A screening test will be conducted first. If the Talent's screen test result is less than .02, the employee will have passed the test. If the Talent's measured alcohol concentration is .02 or more, the Talent shall be required to take a confirmation test. The results of the confirmation test, not the screen test, are determinative. If the Talent's confirmation test result is less than .04, the Talent will have passed the test. If the Talent's confirmation test result is .04 or more, the Talent will have tested positive for alcohol. The technician will notify the Company of the Talent's test results in a confidential manner. The Company will notify the Talent of his/her test results.

**Summary of Drug Collection and Testing Procedures.** Worksite (onsite testing), where permitted by state and/or local law, will generally be completed through the use of urine or oral fluid testing. Off-site testing which is used in locations where onsite testing is prohibited by law, required by a client, to confirm an onsite test result, or in circumstances determined to be appropriate in the sole discretion of the Company, will normally follow the general collections and testing procedures set forth below unless otherwise prohibited by law:

1. Applicants and Talent subject to drug testing will be required to sign a consent form in which they agree to and authorize testing. Applicants and Talent shall go to the Company designated collection site where they shall be required to cooperate in the site's specimen collection

procedures. They may also disclose over-the-counter and/or prescription medications they may be using if they believe it to be relevant to the testing.

2. Specimens shall be collected, in private, by a trained collection site person who will use approved collection containers and custody and control forms. Collected specimens shall be tested by a certified laboratory. The laboratory shall test specimens for marijuana, cocaine, opiates, amphetamines, and phencyclidine (and such other controlled substances as may be dictated by the circumstances in accordance with the requirements of applicable law). The laboratory will send the test results to the Medical Review Officer ("MRO").
3. The Medical Review Officer ("MRO") is responsible for ensuring the accuracy and integrity of the drug testing process. 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.
4. The Company will notify applicants and Talent of their test results. If an applicant or Talent wants his/her specimen to be retested by another certified laboratory approved by the Company, he/she must submit his/her request in writing to the Company within twenty-four (24) hours from the receipt of notice of the test results. The Company will require the applicant or Talent to pay for the costs of the retesting.
5. If the second laboratory does not confirm a positive test result or that the specimen was adulterated or substituted, the Company will cancel the initial test results, and it will rescind any disciplinary or other action taken, if any, against the applicant or Talent as a result of the initial test results. If the second laboratory confirms a positive test result or that the specimen was adulterated or substituted, any disciplinary or other action taken by the Company against the applicant or Talent will stand or the applicant or Talent will be subject to the Consequences described in this Section.

***Consequences.*** In general, applicants who refuse to cooperate in a drug test or who test positive for drugs will not be hired by the Company. Talent who refuse to cooperate in a drug and/or alcohol test may be terminated. Talent who test positive for drugs and/or alcohol or who otherwise violate this policy will be subject to appropriate disciplinary action, up to and including, termination of employment.

***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. Such records and information may be disclosed to applicants and Talent, the Company clients where the applicant or Talent is working or being considered for work, any third party designated in writing by the applicant or Talent, the MRO, the EAP, a substance abuse professional, physician or other health care provider responsible for determining a Talent's ability to safely perform his/her job and/or the Talent's

successful participation in and/or completion of any and all evaluations, counseling, treatments, and rehabilitation programs, to and among the Company's supervisors 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.

All of the foregoing drug and/or alcohol testing procedures may be subject to additional or different procedures mandated by a client, subject to applicable law.

### **5.9 SOLICITATION AND DISTRIBUTION GUIDELINES**

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

***The Company Talent.*** Talent may not, for any reason, engage in the following activities in Company and/or client work site locations

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

As used in these guidelines, the phrase "working time" includes the working time of both the Talent engaged in solicitation or the distribution of literature and the Talent 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 these guidelines, the phrase "working areas" includes all areas of the Company's property, except break areas, restrooms, locker rooms, and Talent parking areas.

***Persons not Employed by The Company.*** Persons not employed by the Company may not, for any reason, engage in the solicitation of the Company Talent or the distribution of literature to the Company Talent on the Company property at any time. As used in these guidelines, the phrase "The Company property" includes working areas, as defined above, and break areas, restrooms, locker rooms, and Talent parking areas.

***Solicitation of Monetary Contributions for Charities.*** Solicitation of monetary contributions for charities designated by the Company is permitted. All charities must be approved in advance by the President, or the Senior Vice President of Human Resources of the Company or his/her designee(s).

### **5.10 EMPLOYMENT OF RELATIVES AND ROMANTIC RELATIONS**

The Company prohibits Talent from knowingly hiring, transferring, or promoting, or attempting to exert influence over the hiring, transfer, or promotion, of their relatives, family members, or romantic relations into any position which they supervise, manage, have authority over, or a position that is actually or

potentially subject to a tangible employment action which results from a decision they make, can make, or participate in making.

Relatives, family members, and/or romantic relations of the Company Talent are generally not prohibited from seeking, obtaining, and/or continuing employment at the Company so long as no conflict of interest or direct reporting and/or supervisory relationship is or would be created between such Talent. Relatives, family members, and/or romantic relations of Talent of the Company who have the required qualifications and experience are encouraged to apply for positions at the Company and will be considered equally with all other candidates and applicants. The Company does not guarantee to employed relatives, family members, or romantic relations any special consideration with respect to requests for coordinating work assignments, schedules, time off requests, etc., but will make reasonable efforts to accommodate such requests when feasible.

If Talent is promoted, transferred, or inadvertently hired to a position, which creates a violation of this policy; or if two members of our Talent become involved in a romantic relationship that creates a violation of this policy, the Talent must advise their Randstad Recruiter, Manager or Human Resources Representative of the relationship immediately. The two affected members of Talent must decide which one will seek alternative employment (i.e., either transfer, if possible, or resign) to avoid further violation of the policy. If no decision is made in accordance with this policy, the Company will make an appropriate decision based on the applicable facts and circumstances, which may include ending the employment relationship with both members of Talent.

### **5.11 COPYRIGHT COMPLIANCE**

The Company recognizes and respects intellectual property rights. As part of our mission to maintain the highest standards for ethical conduct, we are committed to fulfilling our moral and legal obligations with respect to our use of copyright-protected works. Copyrights may cover a broad range of documents such as pictures, graphics, audiovisual, sound recordings, GIF and JPG image files, WAV audio files, articles from publications, TV and radio programs, videotapes, music performances, photographs, training materials, manuals, documentation, software programs, databases and World Wide Web pages. In general, the laws that apply to printed materials are also applicable to visual and electronic media.

***Prohibition on Copyright Violations.*** No Talent may reproduce or duplicate any copyrighted work in print, video or electronic form in violation of the law. Keep in mind that works are protected by copyright laws in the U.S. even if they are not registered with the U.S. Copyright Office, so even if the marks do not carry the copyright symbol (©), they are still protected by law. In addition, a copyright is automatic when an original work is first "fixed" in a tangible medium of expression. That means material is protected by copyright at the point when it is first printed, captured on film, drawn, or saved to hard drive or disc. (All of the email you write is copyrighted, for instance.) Always assume that any pre-existing work you would like to use is copyrighted work and that it requires permission from the copyright owner to use or copy.



### 5.12 THE COMPANY AND STAFF SOCIAL FUNCTIONS

At certain times during the year, the Company, its clients, and/or its suppliers may hold work-related social functions organized for the enjoyment of staff. These functions may be held on The Company's premises, client premises or at another venue. Clients, suppliers, and other business colleagues may sometimes attend these functions. Talent is reminded that these functions require a degree of responsibility that is consistent with the high standards of behavior and professionalism on which the Company prides itself. The Company expects our Talent to act in a professional manner at these functions and to remember that all the Company policies apply to those functions as well, including, but not limited to, the Company's policy regarding EEO and workplace harassment, the Company's work rules as noted in this Section, and the Company's policy prohibiting the use of illegal drugs. **Consumption of alcohol may be allowed, but Talent must refrain from consuming in excess, becoming intoxicated or even the appearance of being intoxicated.**

### 5.13 SOCIAL NETWORKING GUIDELINES

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.

#### Rules of Engagement:

1. **Under no circumstance should you comment on behalf of the Company or Client, reference clients, or discuss any business transactions.** You are not a spokesperson for the Company. If you identify yourself as a member of Randstad Talent online, please use the following disclaimer: "The views expressed on this post are mine and do not reflect the views of Randstad US, Professionals."
2. **Proceed with caution:** Your online presence is a reflection of you and the Company. Remember, your actions online reach a global audience and is a permanent record. Whatever you publish will remain public indefinitely — be mindful to protect your and Randstad's privacy. You are responsible for your postings.
3. **Company, Client logos and trademarks** may not be used for any personal social networking sites.
4. **Proceed with integrity.** Know and follow Randstad's Business Principles.
5. **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. On that same note, you should always give credit where credit is due.

6. **When in doubt, don't post:** If you're about to publish something that makes you even the slightest bit uncomfortable, refrain from posting it. Ultimately, ***you have sole responsibility for what you post*** to or publish in any form of online social media.
7. **Don't forget your day job:** You should make sure that your online activities do not interfere with your job, The Company or commitments to the client.
8. **Inquiries from members of the press:** Should you receive any online inquiries from members of the press, investment community and/or a significant shareholder, you must advise them to contact the Randstad's Public Relations through the Randstad HELP Line at (866) 435-7456.

Please direct all questions related to this social media policy to the Corporate Communications Department through the Randstad HELP Line at (866) 435-7456.



## **SECTION 6: PAID TIME OFF**

Please see the supplemental on-boarding forms for your Operating Company's Policy. For information regarding other leaves of absence, please see **Section 7**.

## SECTION 7: LEAVES OF ABSENCE

The following types of leaves of absence may be available to eligible Talent.

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

The Family and Medical Leave Act (FMLA) provides eligible Talent with up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period and/or because of a “qualifying exigency” arising out of the fact that a family member is a “covered military member.” In addition, an eligible Talent may be entitled to take up to 26 weeks of unpaid FMLA leave to care for certain family members who are “covered service members” in the U.S. Armed Forces who become seriously injured or ill while on active duty. During an FMLA leave, an eligible Talent is entitled to continue group health plan coverage, subject to the same terms and conditions, as if the Talent had continued to work. At the conclusion of the FMLA leave, subject to some exceptions, Talent has a right to return to the same or to an equivalent position.

Talent’s failure to comply with the Company’s leave policies and procedures, including those related to FMLA leave requests, can result in the delay or denial of the Talent’s request for leave, including FMLA leave unless there are “unusual circumstances” 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 under the circumstances.

- Examples of situations when it is not practicable to comply include but are not limited to situations where the Talent has a lack of knowledge of approximately when the leave will or was going to occur, a change in circumstances or a medical emergency.
- Unusual circumstances include but are not limited to situations where the Talent is unable to comply with the policy where the person(s) they need to notify cannot be reached or the Talent cannot leave a message because their voicemail box is full.

When leave is denied due to the failure to comply with the policies and procedures as outlined herein, the Company may subject the Talent to discipline up to and including discharge in conformity with FMLA Regulations and the Company’s policies and practices.

#### **Coordination with State Leave Laws**

If you live in a state that also has rights to family leave, you should be aware that nothing in this policy limits your rights under the state law for which you may be eligible. If your leave qualifies as leave under both the FMLA and 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, subject to eligibility requirements.

### Eligibility to Take FMLA Leave

Talent are eligible for leave under the FMLA if they have worked for the Company, or one of its subsidiaries:

- 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; and
- For at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

### Reasons for Leave

The Company will grant an unpaid leave of absence under the FMLA 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. To care for Talent's child (which includes those over 18 years of age who are incapable of self-care because of a disability and also includes a child for whom the Talent stands *in loco parentis*), spouse, or parent with a serious health condition (does not include domestic partners or in-law relations, unless State Law requires);
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 exigent circumstances arising out of the fact that the Talent's spouse, son, daughter or parent is a "covered military member" on active duty or is on call for such duty in the United States National Guard or Reserves in support of a "contingency operation;" and/or
6. To care for the Talent's spouse, child, parent or other relative who is next-of-kin, who is also a "covered service member" of the United States Armed Forces (including a member of the National Guard or Reserves) with a serious injury or illness incurred in the line of duty on active duty (a/k/a "military caregiver leave").

For purposes of 3 and 4, above, a "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents the Talent from performing the functions of the Talent's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the "continuing treatment" requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with one of the following: (1) at least two visits to a healthcare provider within 30 days, the first of which must occur within 7 days of the first day of incapacity; (2) one visit and a regimen of continuing treatment; (3) incapacity due to pregnancy; or (4) incapacity due to a chronic condition. Other treatments may also meet the definition of

continuing treatment.

For purposes of this policy, phrases such as “next of kin,” “covered service member,” “covered military member,” “eligible family members of covered service members and covered military members,” and “contingency operation” are terms of art defined in governmental regulations.

Leave for “qualifying exigent circumstances” includes: (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*; and (8) *Additional Activities* (if agreed upon by the Company and the employee).

### **No Limitation on Rights**

Nothing in this FMLA policy limits any Talent leave rights under the Company’s Military Leave Policy, in accordance with applicable federal or state law. See that Policy or contact the Human Resources Department for further details.

### **Duration of FMLA Leave**

Eligible Talent may take up to 12 workweeks of unpaid Family and Medical Leave during any rolling 12-month period, for the FMLA qualifying reasons described 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 Talent uses any leave under FMLA.

*Combined Leave.* A husband and wife who are both employed by the Company may take a combined total of 12 workweeks of leave under the FMLA for the birth or placement for adoption or foster care of a child, or for the aftercare of the newborn or newly placed child absent a serious health condition. If spouses do not use the full 12 week FMLA leave entitlement for this purpose, they would each be entitled to take the remainder of their FMLA leave entitlement for other FMLA qualifying reasons, but not more than a total of 12 workweeks per person.

*Leave taken as a Military Caregiver.* Eligible Talent may be entitled to take up to 26 workweeks of unpaid military caregiver leave as described 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-covered service member, per-injury basis. Thus, Talent may be entitled to take more than one period of 26 workweeks of leave during the course of his or her employment if the leave is to care for different covered service members or to care for the same service member with a subsequent injury or illness. The Company will not toll military based leave and other FMLA leave concurrently; however, during a single 12-month period, the Talent may not take more than a maximum combined total of 26 workweeks of FMLA leave for all purposes, *i.e.*, for any or all of the

reasons described above.

Except for military caregiver leave, FMLA protected leave is still limited to 12 workweeks for all other qualifying reasons.

### **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 Talent's usual number of hours per workweek or hours per workday. Intermittent or reduced work schedule leave is subject to the following:

- Leave requested to care for a newborn or for a newly placed child on an intermittent basis or on a reduced work schedule is subject to approval by the Talent's Recruiter or Randstad Manager;
- Leave due to Talent's own serious health condition, to care for a Talent's spouse, child or parent with a serious health condition, or to care for a 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;
- Leave because of a qualifying exigency due to the active duty or impending call to duty of a spouse, son, daughter or parent may be taken all at once or on an intermittent or reduced work schedule.

If Talent takes leave intermittently or on a reduced work schedule basis for a planned medical treatment for his or her own serious illness, then 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 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.

### **Notification to the Company of Need for Leave**

When applying for leave under the Family and Medical Leave Act, Talent will be required to adhere to the following requirements. Failure to do so may result in the postponement or denial of leave, loss of rights under the FMLA, and/or termination of employment, depending on the facts and circumstances.

1. Talent should at least verbally notify their Recruiter or Randstad Manager and the Randstad HELP Line at (866) 435-7456 of their need or request to take leave under the FMLA.
  - When leave is foreseeable for childbirth or placement of a child, or for planned medical treatment due to the serious health condition of Talent or family member or due to a covered service member's serious injury or illness, the Talent must provide the Company with at least 30 days advance notice, or such shorter notice as is practicable (*i.e.*, the same day if Talent becomes aware of the need for leave during work hours or the next business day if Talent becomes aware of the need for leave after work hours).
  - Where the need for leave was foreseeable but the Talent fails to provide 30 days advance

- notice, the Talent may be asked to submit an explanation in writing for the omission.
- 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 (i.e., within 2 business days of learning of the need for the leave absent unusual circumstances), 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 with notice of the need for leave *as soon as practicable* (i.e., within 2 business days of learning of the need for the leave absent unusual circumstances).

Again, in all cases, Talent must comply with the Company's usual procedures for calling-in and requesting leave, except when unusual circumstances exist. So don't forget, you should notify your Recruiter or Randstad Manager, but then call the Randstad HELP Line at (866) 435-7456 to request the FMLA leave.

2. Within 5 business days (absent extenuating circumstances) of being made aware of the Talent's need for FMLA leave, the Company will provide the Talent with a Notice of Eligibility and Rights and Responsibilities Form (NERRF), along with an appropriate Certification Form to complete and return to the Benefits Department so that your request for FMLA leave can be evaluated. The Randstad Benefits Department will notify the Talent requesting leave whether he or she is eligible for FMLA leave.
  - If the Talent is eligible, the NERRF will indicate any additional information required and describe the employee's rights and responsibilities.
  - If the Talent is not eligible, the NERRF will provide a reason for the ineligibility.
3. Within 15 business days of receipt of the Certification Form, the Talent must return the completed Certification Form to the Randstad Benefits Department, unless not reasonably possible under the circumstances to do so.
  - Upon provision of sufficient information, the Company will notify the Talent that leave has been designated as FMLA leave and the amount of leave to be counted against the Talent's leave entitlement.
  - The Company will also notify the Talent if the leave is not designated as FMLA leave due to insufficient information or a non-qualifying reason.
  - The Company may provisionally designate the Talent's leave, at the outset, as FMLA leave, subject to submission of sufficient information.

If the Talent has not notified the Company of the reason for the leave, and the Talent desires that leave be counted as FMLA leave, the Talent must notify the Randstad Benefits Department within 2 business days of the Talent's return to work that the leave was for an FMLA reason.

### **Required Certifications**

Talent will be required to submit a Certification Form from a healthcare provider to support a request for

FMLA leave for the Talent's or a family member's serious health condition, or for a service member relative's serious injury or illness. Similarly, where leave is requested because of exigent circumstances arising from the Talent's spouse, son, daughter or parent's call to active duty in support of a contingency operation, the Talent will need to submit a completed Certification Form. Medical Certification and Exigent Circumstances Forms are available by contacting the Randstad HELP line for the Benefits Department at (866) 435-7456.

- It is the Talent's obligation to have his or her healthcare provider provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave.
- Following review of the FMLA leave request by the Randstad Benefits Department, a Designation Notice will be issued and, among other things, will indicate that a Fitness for Duty Certification will be required for the Talent's release to return to work. If necessary, an assessment of the Talent's ability to perform essential job functions may be required.
- If the Medical Certification or Exigent Circumstances Leave Form is incomplete, ambiguous, or insufficient, the Company will advise the Talent in writing as to what additional information is needed and will give the Talent additional time to complete and return the form. The amount of time will normally be seven (7) calendar days depending on the circumstances, but will not be less than seven (7) calendar days. If the Talent notifies us within the first 7-day calendar period that, despite diligent, good faith efforts on their part, he or she was unable to obtain the additional information, the Talent will be afforded a reasonable period of additional time to resubmit the Certification. If the Talent is unable to provide such notice within the first 7-day calendar period due to some extraordinary circumstance, the Talent should do so as soon as reasonably practicable.

Talent may be required to submit information about family relationships, facts underlying the need for leave due to a "qualifying exigency," the healthcare provider's specialization and fax number, the Talent or family member's diagnosis, whether intermittent or reduced leave is medically necessary, identifying the job functions the Talent cannot perform, and information on the anticipated frequency and duration of intermittent or reduced schedule leaves. Talent must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

*Recertifications and Updates.* The Company may require the Talent to submit subsequent recertifications depending on the duration stated in the Certification, but not more frequently than every 30 days, except under certain circumstances provided by law.

During FMLA leave, the Company may require the Talent to provide their Recruiter or Randstad Manager with periodic reports regarding the Talent's status and intent to return to work.

- If the Talent's anticipated return to work date changes and it becomes necessary for the Talent to take more or less leave than originally anticipated, the Talent must provide their Recruiter or



Randstad Manager and the Randstad Benefits Department with reasonable notice (i.e., within 2 business days absent unusual circumstances) of the Talent's changed circumstances and new return to work date.

- If the Talent gives their Manager or the Randstad Benefits Department clear and unequivocal notice of the Talent's intent not to return to work, the Talent will be considered to have voluntarily resigned.

**Contacting Talent's Healthcare Provider.** The Company's Benefits Department may contact Talent's healthcare provider directly to get clarification and authentication of a medical certification (whether initial certification or recertification) after the employer has given the Talent an opportunity to cure any deficiencies. Under no circumstances will the Talent's direct Randstad supervisor contact the Talent's healthcare provider. Such contact will only be made by a Human Resources Department professional, a leave administrator or management official. For purpose of contact with the health care provider, authentication means providing the health care provider with a copy of the certification and confirming that the document was completed or authorized by the health care provider. Clarification means contacting the health care provider to understand the handwriting on the certification or to understand the meaning of a response. The Company will not ask health care providers for additional information beyond that required by the Certification Form.

- If Talent chooses not to provide the Company with a HIPAA-authorized release allowing the Company to clarify the Certification with his or her healthcare provider, and the Talent does not otherwise clarify the Certification, the Company may deny FMLA leave if the Certification is unclear.
- In addition, the Company may require Talent to obtain a second opinion by an independent Company-designated provider at the Company's expense. If the initial and second Certifications differ, the Company may, at its expense, require Talent to obtain a third, final and binding Certification from a jointly selected healthcare provider.

The Company reserves the right to obtain other documentation to the extent permissible under the law to substantiate a Talent's request for leave.

### **Returning from FMLA Leave**

***Fitness for Duty Certifications.*** Before the Talent returns to work from FMLA leave for the Talent's own serious health condition, Talent will be required to submit a fitness for duty certification from the Talent's healthcare provider, with respect to the condition for which the leave was taken, stating that the Talent is able to resume work and addressing the Talent's ability to perform the essential functions of the job.

***Return from FMLA Leave.*** Upon return from FMLA leave, the Company will place Talent in the same position they held before the leave or an equivalent position with equivalent pay, benefits and other



employment terms.

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

*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 Talent will be considered to have voluntarily resigned. The Company may recover health insurance premiums that the Company paid on behalf of Talent during any unpaid FMLA leave except that the Company's share of such premiums may not be recovered if 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. In such cases, the Company may require the Talent to provide medical Certification of the Talent's, or the family member's, serious health condition, or the service member relative's serious injury or illness, or of the other circumstances.

### **Compensation and Maintenance of Benefits During Leave**

Leave under the FMLA is unpaid. As with other forms of unpaid leave with the Company, Talent will not be compensated for any Company-observed holidays that occur during an FMLA leave of absence.

1. *Relationship to Paid Time Off (PTO), if any.*
  - a. For FMLA leave taken in connection with the need to care for a parent, spouse, or child with a serious health condition or Talent's own serious health condition (including a period of disability before or after the birth of a child):
    - Please see the supplemental on-boarding forms, which define your Operating Company's PTO, Talent may not be eligible for PTO, unless by client contract. If Talent does earn PTO via the client contract, Talent will be required to exhaust all paid time off, which they have accrued but not yet taken.
    - The remainder of the FMLA leave will be unpaid unless the Talent qualifies for benefits under Short Term Disability (STD) or Long Term Disability (LTD) or other salary continuation programs.
  - b. For FMLA leave taken in connection with the birth or placement of a foster or adopted child:
    - At the beginning of any such leave, if Talent earns PTO, Talent will be required to exhaust all paid time off which they have accrued but not yet taken. Talent will continue accrue PTO in accordance with supplemental on-boarding forms and will be required to exhaust such accrued PTO during the leave.
  - a. *Time off following return to work.* Upon returning to work after an FMLA leave of absence, Talent will not be permitted to use any advanced or accrued PTO benefits if eligible via the client contract for a period of thirty (30) calendar days following the return from the FMLA leave.

2. *Relationship to Disability Benefits.* If Talent qualifies for salary continuation benefits under a Short or Long Term Disability plan or other program, he or she may receive such benefits during an FMLA leave of absence. STD benefit payments, however, will be offset by any PTO benefits or other income Talent receives during the leave. Talent should refer to their benefits enrollment information or contact the Benefits Department at (866) 435-7456 for additional details on the interaction between these benefits during an unpaid FMLA leave of absence.
3. *Relationship to Health and Welfare Benefits.* Talent on an FMLA leave of absence have the option to continue participating in any group health and welfare benefit plans in which they were participating prior to the commencement of the leave, so long as they timely remit their portion of the premium payment to the Company (such premiums may automatically be deducted from any paid time off or disability benefits the Talent receives during the leave). If Talent fails to pay the Talent portion of the benefit premiums while on an approved leave of absence, benefits will be subject to cancellation (but will be restored upon the Talent's timely return from FMLA leave). Talent must call the Randstad HELP Line to connect with the Benefits Department at (866) 435-7456 to arrange to continue participating in health and welfare benefit programs during an FMLA leave of absence. If the Talent's payment of health insurance premiums is more than 30 days late, the Company may discontinue health insurance coverage upon notice to the Talent. The Company will provide 15 days advance notice prior to discontinuing coverage in order to allow the Talent to correct the deficiency.
4. *Relationship to Retirement Benefits.* Vesting in accordance with the Company's 401(k) Benefit Plan will continue in accordance with plan provisions during an FMLA leave of absence.

### **Prohibition of Discrimination and Retaliation**

The Company strictly prohibits discrimination or retaliation against Talent because of their exercise of rights under this policy and/or the FMLA. Talent who believe that their rights have been violated under this statute or that they have been discriminated or retaliated against for exercising their rights under this policy are required to report such belief to their Recruiter, Randstad Manager or the Randstad Human Resources Department immediately via the Randstad HELP Line at (866) 435-7456.

### **Additional Information**

For further information or clarification about FMLA leave, please contact the Randstad HELP Line to connect with the Benefits Department at (866) 435-7456.

### **7.2 UNPAID PERSONAL LEAVE OF ABSENCE**

The Company may provide an unpaid personal leave of absence to Talent who have completed at least six (6) months of continuous employment and are not eligible for, or have already exhausted, other types of leave provided by the Company. Eligible Talent may request to take a maximum of 12 workweeks of unpaid personal leave during any rolling 12-month period, measured backward from the date Talent uses any leave under this Personal Leave of Absence Policy.

**Notice and Approval.** Talent must notify their Recruiter or Randstad Manager, in writing, of their request to take a personal leave of absence in accordance with the procedures set forth under the Family and Medical Leave Act Policy and Procedures. Notice must specify the expected 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 management on a case-by-case basis. Approval, which can be complete or partial, is not guaranteed.

**Compensation and Coordination of Benefits During Leave.** Personal leaves of absence are not paid and Talent will not be compensated for any of the Company-observed holidays that occur during such leave. The Company's policies regarding PTO 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 Family and Medical Leave Act leave of absence. Please refer to **Section 7.1** for more information about the coordination of these benefits while on a personal leave of absence. Following their return to work, Talent is not permitted to use any PTO benefits, if eligible via client contract, for a period of thirty (30) calendar days.

**Reinstatement.** The policy and procedures for Talent to return to work after an unpaid personal leave are the same as those for leave under the FMLA, with two key difference; (1) Reinstatement to employment at the conclusion of an unpaid personal leave of absence is not guaranteed, and (2) Talent on personal leave of absence for non-medical reasons may not be required to provide a medical certification (Return to Work Release) upon return.

**Prohibition of Alternative Employment.** 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 insurance premium payments that were made on the Talent's behalf during the leave.

### **7.3 MILITARY LEAVE**

The Company provides eligible Talent with unpaid military leaves of absence pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

**Eligibility and Purpose of Leave.** No minimum length of employment with the Company is required before Talent may take time off for "service" in the "uniformed services." "Service" in this paragraph is defined as the performance of duty on a voluntary or involuntary basis including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, absence from work for an examination to determine a person's fitness for any of the aforementioned types of duty, or funeral honors duty performed by National Guard or reserve members. "Uniformed services" consist of the Army, Navy, Marine Corps, Air Force, Coast Guard, or the Reserves of any such service, as well as the Army or Air National Guard, Commissioned Corps of the Public Health Service, or any other category of persons designated by the President in time of war or emergency.

**Duration of Leave.** In order for Talent to enjoy protection under USERRA, the maximum cumulative length of absence for the most recent and all previous military leaves from the Company must not exceed five (5) years, subject to limited exceptions.

**Notification to the Company of the Need for Leave.** Talent seeking a military leave of absence must provide advance written or verbal notice to their Recruiter or Randstad Manager of the need for and dates of such leave, unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Other than in cases where these exceptions apply, failure to provide advance notice of leave may result in loss of reemployment rights under USERRA at the conclusion of the leave. Talent must provide management documentation of their orders to report for service prior to leave where possible.

**Reemployment and Retention.** Subject to certain exceptions, Talent returning from Military Leave shall be granted the right to reemployment. In order to be entitled to reemployment, Talent must return to work or submit an application for reemployment to the Company within the time frames specified below based on the length of his/her military service.

1. *For military leave of 30 days or less.*
  - a. **Reporting to Work.** Talent must report to work on the first regularly scheduled workday following the end of service, provided that the Talent has had an allowance to travel home from the military duty location and a rest of 8 hours prior to commencing work. If, due to no fault of the Talent, timely reporting back to work would be impossible or unreasonable, Talent must report back to work as soon as possible.
  - b. **Documentation that must be submitted.** None. Simply notify your Recruiter or Randstad Manager.
  - c. **Retention.** Talent may be discharged with or without cause at any time.
  - d. **Type of Job upon Reemployment.** The Company will promptly reemploy Talent in the position he or she would have held had he or she remained continuously employed, so long as Talent is qualified for it or can become qualified for it after reasonable efforts by the Company to qualify him or her. If Talent is not qualified for that job or cannot become qualified for it after the Company makes reasonable efforts to assist him or her in doing so, Talent will be returned to the position he or she held before commencing military leave.
2. *For Military leave between 31 - 180 days.*
  - a. **Reporting to Work.** Talent must submit an application for reemployment with the Company within 14 days of release from service. If submission of a timely application is impossible or unreasonable through no fault of Talent, the application must be submitted as soon as possible. The application must be submitted in writing via an Employee Data Change Form (available by calling the Randstad HELP Line at (866) 435-7456 and sent to the Randstad Human Resources Department and your Recruiter or Randstad Manager.)
  - b. **Documentation that must be submitted.** Prior to or upon reemployment, Talent must provide documentation listed below to his or her Recruiter or Randstad Manager. If

documentation is not readily available, the Company will not deny reemployment, but will require Talent to provide such documentation as soon as it becomes available. If documentation subsequently provided shows that one or more of the requirements were not met, Talent will be subject to immediate (but not retroactive) discharge. Talent must provide documentation showing that:

- i. the application for reemployment is timely as discussed above;
    - ii. he or she has not exceeded the 5 year service limitation; and
    - iii. his or her separation from service was honorable.
  - c. Retention. Talent will not be discharged without cause for six (6) months from the date of reemployment.
  - d. Type of Job upon Reemployment.
    - i. If the leave is for 90 days or less, the Company will promptly reemploy Talent in the job he or she would have had if he or she remained continuously employed, or a job of similar seniority, status and pay as long as Talent is qualified for the job or can become qualified after reasonable efforts by the Company to qualify him or her. If Talent is not qualified for the job or cannot become qualified after reasonable efforts by the Company to attempt to do so, the Company will place Talent in the same job he or she held before leaving for military service, or, if qualified, in a position of like seniority, status, and pay.
    - ii. If the leave is for 91 days or more, the Company will promptly reemploy Talent in the job he or she would have had if he or she remained continuously employed, or a job of similar seniority, status and pay as long as Talent is qualified for the job or can become qualified after reasonable efforts by the Company to qualify him or her. If Talent is not qualified for the job or cannot become qualified after reasonable efforts by the Company to attempt to do so, the Company will place Talent in the same job he or she held before leaving for military service, or, if qualified, in a position of like seniority, status, and pay. If Talent is not qualified for any such positions, a job of lesser pay and status for which the Talent is qualified may be offered, without loss of seniority.
3. *For military leave greater than 181 days (up to the 5 year cumulative maximum).*
  - a. Reporting to Work. Talent must submit an application for reemployment within 90 days of release from service.
  - b. Document that must be submitted. Same as those for military leave between 31 and 181 days. See **Subsection 2b** above.
  - c. Retention. Talent will not be discharged without cause for one year from date of reemployment.
  - d. Type of Job Upon Reemployment. Please see **Subsection 2d** above.

**Compensation and Coordination of Benefits During Leave.** Military leaves of absence are not paid. Talent will not be compensated for any the Company-observed holidays that occur during a military leave of absence.

1. **Relationship to PTO.** At the beginning of any military leave of absence, Talent may elect, but are not required, to substitute PTO benefits if earned, which they have accrued but have not yet taken. Talent will continue to accrue PTO in accordance with the supplemental policy listed in **Section 6** of this Handbook and may elect to exhaust such PTO as it is accrued during the leave. If Talent is still on military leave at the end of a calendar year and has not requested to use all of the PTO that was accrued that year, such benefits will be treated in accordance with the Company's Paid Time Off Policy detailed in the supplemental policy.
2. **Relationship to Health and Welfare Benefits.** Talent on a military leave of absence have the option to continue participating in any group health and welfare benefit plans in which they were participating prior to the commencement of the leave, for up to 24 months, so long as they timely remit their portion of the premium payment to the Company (such premiums may automatically be deducted from any paid time off benefits the Talent elects to receive during the leave). If Talent fails to pay the Talent portion of the benefit premiums while on a military leave of absence, insurance coverage will be subject to cancellation, but will be reinstated without a waiting period or pre-existing exclusion upon reemployment. Talent must contact the Randstad HELP Line at (866) 435-7456 to arrange to continue participating in health and welfare benefit programs during a military leave of absence. If Talent's military leave exceeds 24 months, or if after 30 days coverage will end due to non-payment of the Talent's premiums (whichever occurs first), Talent will be offered the opportunity to elect to continue health insurance coverage under COBRA.
3. **Relationship to Retirement Plans.** Vesting in accordance with the Company's 401(k) Benefit and Deferred Compensation Plans will continue as if Talent on military leave did not have a break in service. The Company will fund any contributions the Talent would have made had the Talent not been on military leave, but only to the extent that the Talent repays the Talent contributions that would have been eligible for the Company match. Talent can repay his or her contributions over a period of three times the period they had military service, but not more than five years from the date of reemployment.

**Reasonable Accommodation.** The Company will attempt to reasonably accommodate any Talent returning from military leave that incurred or aggravated a disability during military service so that Talent can perform the duties of the positions discussed in this Section. Please contact the Randstad HELP Line at (866) 435-7456 to be connected with Randstad Human Resources if you believe you may require an accommodation upon returning to work.

**Prohibition of Discrimination and Retaliation.** The Company prohibits discrimination or retaliation against Talent because of past, current, or future military obligations, or the exercise of any rights under this Section or USERRA, in any employment decision, term, or condition, including hiring, promotion, reemployment, termination, and benefits. Talent who believe that their rights have been violated under



this policy or USERRA should report such belief to the Randstad Human Resources Department immediately.

#### **7.4 JURY AND WITNESS DUTY LEAVE**

The Company recognizes that Talent may occasionally be called to serve as jurors or subpoenaed to appear as witnesses in legal proceedings. The Company encourages Talent to fulfill these civic duties and will grant time off for this purpose.

***Notification to the Company.*** Talent is required to provide their Recruiter or Randstad Manager with notice of the need to take time off to serve as a juror or witness, including the date when such service will begin, as soon as they become aware of it. The Company reserves the right to require Talent to provide a copy of their jury summons or witness subpoena. Upon returning to work, Talent may be required to provide proof of their service as a juror or witness to their Recruiter or Randstad Manager. Failure to provide such notification to the Company or to comply with requests from management may result in disciplinary action under this Section.

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

***Compensation During Leave.*** Unless state or local law provides otherwise, Talent will not be paid for absences in connection with their service as a juror or witness, unless required by state or local regulations. Please contact Randstad Human Resources at (866) 435-7456.

#### **7.5 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 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. If more than 3 days off is needed, Talent may request time off in accordance with the Unpaid Personal Leave of Absence policies.

***Notification to the Company of the Need for Leave.*** Notification of a need for bereavement leave and an expected date of return must be provided at least verbally to the Talent's Recruiter or Randstad Manager as soon as the need for leave is known. The Company reserves the right to require employees



to put their request in writing and/or provide documentation supporting the need for the leave (i.e., a death certificate, obituary, etc.). Failure to give verbal or, if requested, written notice, or to provide requested verification, may result in disciplinary action.

## **7.6 VOTING TIME**

On days when municipal, county, state and federal primaries and general elections are scheduled we encourage you to fulfill your civic responsibility to vote. Most polls open early and close late. We encourage you to use this time to cast your vote. You will not be penalized or retaliated against for any reasonable time you take away from work to vote. Reasonable time is generally no more than two hours, so consult with your Randstad Manager about your work schedule and taking time off to vote. If you are non-exempt Talent, you will not be paid for time away from work. Randstad will adhere to all state regulations regarding time away from work to vote.

---

## **SECTION 8: THE COMPANY AND CLIENT PROPERTY AND RESOURCES**

All property, equipment, and materials supplied to you by the Company or Client ("Property") are deemed to be the Property of the Company or Client and not your personal property. This Property includes, but is not limited to, resources (as defined in **Section 9** of this Policy Manual), computers, laptops, personal digital assistance, cellular phones, pagers, badges, access cards, keys, the Company credit cards, software, hardware, office supplies, office equipment, and office furniture. Property also includes documents, data, confidential information, and trade secrets.

Upon request by the Company or 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 of the Company and/or Client.

Talent is expected to demonstrate an appropriate level of care/security for all Property that you use. 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.** Should you choose to bring personal items into the workplace, the Company takes no responsibility for such personal items.

### **8.1 NON-DISCLOSURES AND NON-USE OF CONFIDENTIAL INFORMATION**

Talent is expected to respect the confidentiality of private or proprietary information that is acquired during the course of employment with the Company and hold such Confidential Information in trust and confidence. No confidential information learned during employment with the Company should be disclosed to any other party, or used for any purpose other than the advancement of the Company's interests, either during employment or following termination of employment for any reason. All information about the Company, its business, clients, and suppliers should be considered confidential unless the information is already publicly known. It includes, but is not limited to, confidential technology, strategy, proprietary information, trade secrets, business plans, documents and records. No copies, abstracts or summaries of such materials may be made except for use in performing duties for the Company. Any such materials must be returned to the Company prior to leaving the Company.

### **8.2 FUNDS & PROPERTY**

All funds and property received by Talent on behalf of the Company or any related entity, or on behalf of a client, shall be received and held by the Talent in trust, and Talent shall account for and remit all such funds to the Company and/or the client, as appropriate.

### **8.3 INVENTIONS**

All inventions (meaning any discovery whether or not patentable) which are first conceived, developed, practiced by, contributed to, or otherwise related to the Company's business or the business of the client

at which you are assigned during the period of and within the scope of employment shall become the property of the Company. These inventions may include, but are not limited to, all patent rights and copyrights in same. Thus, if an invention may be reasonably expected to be used in a product/service of the Company or the client; results from work that you have been assigned as part of your employment with the Company; is in an area of technology which is the same as or substantially related to the areas of technology with which you are in the performance of your duties; or is useful, or which may reasonably be expected to be useful in any product/service of the Company or its client, you irrevocably assign to the Company all rights to all such inventions. You acknowledge and understand that in most cases the Company will in turn assign such rights to its client.

#### **8.4 COPYRIGHTS**

Any copyrightable work of authorship, including without limitation, any technical descriptions for products/services, users guides, illustrations, advertising materials, computer programs (including the contents of read only memories) and any contribution to such materials ("Works") you create in the course of your duties constitute "Work for Hire" as defined in Sections 101 and 201 of the United States Copyright Law, Title 17 of the United States Code. All right, title and interest to copyrights in all Works which have been or will be prepared by you within the scope of your employment will be the property of the Company. As Talent of the Company, you acknowledge and agree that, to the extent the provisions of Title 17 of the United States Code do not vest in the Company the copyrights to any Works, you assign to the Company all right, title and interest to copyrights which you may have in the Works. You agree to disclose to the Company all Works referred to in Section 11(a) within the U.S. code and will execute and deliver all applications, registrations, and documents relating to the copyrights to the Works and will provide assistance to secure the Company's title to the copyrights in the Works. You agree that the Company may use and publish your name, picture or voice, including video or sound recordings and broadcasts, for purposes relating to its business, without further permission by or compensation to you.

#### **8.5 THE COMPANY'S LOGO & TEMPLATES**

From time to time you may have to use the Company's (and associated organizations) logo and templates when performing your work. To achieve the full benefit of our corporate identity, it is essential that everyone uses the logo(s) both uniformly and correctly. The logo(s) were designed to reflect the corporate image that the Company (and associated organizations) wishes to project. They must always be used in a professional and tasteful manner. Note that under no circumstances may the logos and templates be modified or altered in any way. Please address any questions to Corporate Marketing by calling the Randstad HELP Line at (866) 435-7456. Client logos and templates should be used only in accordance with client policies.

## SECTION 9: COMPUTERS & TELECOMMUNICATIONS RESOURCES

### 9.1 GENERAL USE

The Company is committed to protecting you, the Company and our clients from illegal or damaging actions by individuals, either knowingly or unknowingly. The following guidance will assist you in your daily activities:

**Personal Use of Information Systems:** Clients may issue guidelines concerning personal use of information services (i.e. Internet and email). If there are no instructions or policies provided you should not use information systems for personal use except under exceptional circumstances. Your Recruiter or Randstad Manager can assist in identifying the scenarios in which limited personal usage may be authorized.

**Password Security:** Keep passwords secure and do not share account information. You are responsible for the security of your passwords and account information.

**Email Security:** You should not open email attachments or click on links received from unknown or unsolicited senders.

**Incident reporting:** Clients should be aware of all incidents involving their information systems. If you become aware of an incident, you should start by reporting it to your Recruiter or Randstad Manager and then the Client supervisor or manager.

**Privacy:** Users do not have a right or expectation of privacy or confidentiality as it pertains to any systems unless mandated by law. The Company and our client companies have and reserves the right to access, enter, search, inspect, monitor and disclose the contents of any User'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 User. The Company (and likely all client companies) has software and systems in place that can monitor and record usages.

**Data Security:** You must maintain the confidentiality, availability and integrity of sensitive Company and client data by following all guidelines on data access. You are not authorized to copy or transmit client data to a third-party, including the Company.

### 9.2 UNACCEPTABLE USE

Under no circumstances is Talent of the Company authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing client or Company's owned resources.

Examples of these activities include, but are not limited to:

**Unauthorized Use:** You must have explicit permission to use any information service (web, email), telecommunications device (phone, fax), or information system prior to use. This use also prohibits copying or taking software and hardware.

**Hacking:** You will not exploit any vulnerability, install hacking tools, use unauthorized passwords, run scans or perform any activity that compromises the information services or systems.

**Unauthorized Software or Hardware:** You are not authorized to install and use any software or hardware on any system or network, except as part of a specific contract duty.

**Cameras:** You 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.

**Use of Personal Electronic Devices:** All personal electronic devices, except your cell phone, are prohibited at client sites.

**Inappropriate Information:** You may not send, download, store, create, receive or forward any items that contain fraudulent, harassing, discriminatory, embarrassing, defamatory, pornographic, indecent, profane, obscene, intimidating, hateful, derogatory, sexual or otherwise offensive or inappropriate language, pictures, sounds or materials.

### 9.3 ENFORCEMENT

Any Talent found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

---

## SECTION 10: LEAVING THE ORGANIZATION

People leave the Company for a variety of reasons. The following policies describe what happens when Talent leaves the organization. ***NOTE: If your assignment has ended, you are still actively employed by the company and should call your local branch office or Recruiter for a new assignment.***

### 10.1 EMPLOYMENT AT-WILL

Your employment is at-will and for an indefinite period of time. Your employment and/or compensation can be terminated, with or without cause, and with or without notice at any time at the option of the Company. No representative of the Company, other than the Chief Executive Officer or the Senior Vice President of Human Resources 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.

### 10.2 TYPES OF TERMINATION

***Voluntary Termination a/k/a Resignation.*** We hope that your employment with us will be mutually beneficial. We recognize, however, that needs and circumstances do change. The following will describe resignation procedures for the Company.

1. If you do decide to resign your employment, as a courtesy, we request that you give us as much notice as possible, preferably not less than 14 days prior to your leaving.
2. During any notice period, the terminating Talent is expected to perform normal work activities and to conform to all the Company policies and procedures.
3. The two weeks-notice does not limit the Company's ability to end your employment immediately after you have given notice, or at any time prior to the expiration of your notice period.
4. While the Company would prefer to receive all resignations in writing, the Company also accepts verbal resignations. The Company will consider as a verbal resignation any statement conveying the impression that you intend to end your employment with the Company. A resignation is considered binding at the time it is given.

***Involuntary Termination a/k/a Discharge.*** Conditions may arise that necessitate that the Company discharge Talent. Since it is impossible to list all the possible grounds that might constitute involuntary termination, the following provides some examples of reasons for involuntary discharge, but is not an exhaustive list, and nothing in this Section is intended to alter your at-will employment status. Some of the reasons for involuntary termination may include, but are not limited to:

1. Unsatisfactory job performance;
2. Reduction in the workforce;
3. Violation of the Company policy;
4. Acts that are detrimental to the Company.

### **10.3 PAYMENT OF FINAL PAYCHECK**

A final payment will be prepared and transmitted to you or your designated bank account on the next regularly scheduled pay date, unless otherwise required by law. The final paycheck will include all wages earned through your termination date.

### **10.4 RETURN OF COMPANY / CLIENT PROPERTY / TRAVEL ADVANCES**

Any Talent, whose employment is terminated, whether voluntarily or involuntarily, must return all the Company property in their possession immediately. This property, may include, but is not limited to: keys, ID badge, Credit or American Express Credit Cards (Travel and/or Purchase), cellular telephone, laptop computers, personal digital assistance, other equipment, uniforms issued to Talent, documents, manuals, and other Client or Company property.

In addition, any Talent who terminates will be required to repay the Company, Relocation Reimbursement, or outstanding travel advances in accordance with the applicable policy or plan, consistent with applicable law.

### **10.5 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 at the end of the month.

- 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 (866) 435-7456.
- 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 Randstad HELP Line at (866) 435-7456 to be connected with the Benefits Call Center to request a conversion application.

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

### **10.6 REHIRE**

When Talent terminates either voluntarily or involuntarily, you may be eligible for rehire with the Company.

Talent that wishes to be considered for reemployment must reapply as external applicants for open positions. Eligibility for rehire is not a guarantee of reemployment. Former Talent whose employment was terminated by the Company for cause, including but not limited to violation of the Company policy, misconduct, dishonesty, or insubordination, who is contractually barred from reemployment with the



Company, who breached a contract with the Company, or who was otherwise identified with a "do not rehire" or similar notation upon separating from the Company, is permanently ineligible for rehire. All other former Talent are eligible to seek reemployment.

Former Talent is 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 Recruiter or Randstad Manager at your local branch office to be considered for new assignments and opportunities they may have or that might be coming up. This is also required to remain eligible for unemployment benefits.

## **SECTION 11: SAFETY, PREMISES, AND WORK AREAS**

The following guidelines are consistent with regulations relating to occupational safety and health, buildings, premises, and work areas. In addition to these general guidelines, Talent should at all times be familiar with any additional rules, regulations, and guidelines applicable to the Client location at which they work.

### **11.1 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. Specifically,

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 Recruiter or Randstad Manager 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 Client housekeeping guidelines; and
7. You may not operate any equipment or machinery unless trained and certified to do so.

When you are assigned to work at a client site, your Recruiter or Randstad Manager may also 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 Recruiter or Randstad Management Representative immediately.

### **11.2 OTHER SAFETY AND SECURITY CONSIDERATIONS**

The security of our Talent is of the utmost concern for the Company. All Company Talent must comply with the security requirements of the site at which they are working. Talent working at a client site or facility are responsible for learning and complying with the client's security requirements. Some of the Company clients have sensitive or security areas. No Randstad Talent is authorized to enter areas of the client's building that store sensitive information and have been restricted access.

If you possess a reasonable fear that your safety and security, or the safety and security of your coworkers, clients, or suppliers, are at immediate risk, contact the local police immediately. More general concerns should be raised immediately with your Recruiter or Randstad Manager.

### **11.3 BUILDING ACCESS**

In some situations, the Company or its clients may provide access cards or security numbers to our Talent that allow access to secure, but not restricted areas and after-hours access to their worksites. Where access cards are provided, Talent is required to wear or carry their security badge at all times. Also, where a location requires that individuals accessing a building sign a login sheet, whether during or after business hours, Talent is required to cooperate and comply with such requests. Under no circumstances should our Talent provide false information, false applications or security related documents, where such information has been requested.

### **11.4 WORK AREA**

Talent should keep their work area at client facilities clean and neat at all times. Personal pictures and other postings on workstation panels should not be displayed unless specifically authorized by the client.

### **11.5 DRIVING AND PARKING YOUR VEHICLE**

Parking at Client facilities may or may not be provided, depending on the client location. You are responsible for paying for your own parking while at work and are not eligible to claim reimbursement, unless the client has specifically provided reimbursement.

If driving during work time, you are not permitted to use personal or Company / client issued cell phones, text or hands free type communication devices or any other type of electronic communications equipment while driving. Note that several states or local jurisdictions have banned the usage of this type of equipment while driving and any tickets issued will not be reimbursable by the Company as well.

---

## SECTION 12: REFERENCES, RECORDS AND NOTICES

This Section describes the Company's policies regarding employment references, records, and notices. It also describes where you should send other the Company related documents that you may receive in the course of your work duties.

### 12.1 REFERENCES

The Company provides employment information on all Talent to authorized agencies and companies according to the following guidelines.

**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](http://www.theworknumber.com), or through a touch-tone 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 have signed a release authorization from the outside organization. The Work Number (TALX) will not provide any information prior to January 1, 1999.

#### BASIC EMPLOYMENT and SALARY VERIFICATIONS

Visit [www.theworknumber.com](http://www.theworknumber.com)

Follow the prompts to obtain that information and use the appropriate Company code:

SFN Group / Mergis / Source Right / Tatum= 10480 (For years prior to 2012)

Technisource & = 13237 (For years prior to 2012)

Randstad = 70167

**Personal or Other References.** The Company does not provide verbal or written references, unless otherwise required by law. You may choose to ask your Recruiter or Randstad Manager 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.

### 12.2 EMPLOYMENT RECORDS

The employment records compiled and maintained by the Company about its Talent is the property of the Company. Except where otherwise required by state law, current or former Talent may not review these records, or third parties designated by current or former Talent. If you have any questions about whether you may review your personnel file, please contact your Recruiter, Randstad Manager or your Randstad Human Resources Representative through the Randstad HELP Line at (866) 435-7456.



All Talent are responsible for ensuring that the Company has the Talent's current home address and telephone number, as well as the Talent's current emergency contact information. Failure to provide this information could cause you to experience significant delays in receiving important employment-related information.

Key Company Address:

Randstad Corporate Office  
150 Presidential Way, 4<sup>th</sup> Floor  
Woburn, MA 01801  
(781) 213-1500