

welcome to



randstad.

important information about  
this handbook

## Welcome to Randstad!

### IMPORTANT INFORMATION ABOUT THIS HANDBOOK

**Covered Employees.** This Associate Handbook applies to all internal, associate employees ("Associates") of Randstad in the United States. It does not apply to external, billable employees ("Talent") of Randstad.

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

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

**Version Control.** To the extent inconsistent, this Associate Handbook replaces any previous handbook, understanding, practice, representation or policy concerning the subject matters in this Associate Handbook. If you use a printed copy rather than an electronic version, please confirm that your copy is the latest version, which is posted on the Human Resources pages of Randstad Connect and Workplace.

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

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

**Questions.** Please contact your manager or Employee Relations if you have any questions about the policies described in this Associate Handbook or any concerns related to your employment with Randstad.

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## SECTION 1: OUR MISSION, CORE VALUES & BUSINESS PRINCIPLES

Welcome to Randstad! We are a true global leader in the HR services industry, one of the fastest growing industries in the world. Our parent company in the Netherlands was founded in 1960 by Frits Goldschmeding. Since then, we have expanded to 39 countries and continue to take an active role in developing the HR services industry.

### 1.1 MISSION AND CORE VALUES

**Our mission.** By finding employees the work they are best suited for, and by finding clients those candidates who best fit within their organization, we provide value to society as a whole. By finding the right balance between the needs of the client and the changing wishes of 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>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.                      |
| <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.             |

Our collective identity is maintained by our shared commitment to these values, which together form a virtuous circle. We only can 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 builds 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.

These values apply equally to the way we expect all employees of Randstad to conduct business and are embodied in Randstad's Code of Business Conduct. The Code is designed to emphasize Randstad's conviction and policy that each employee – at every level of this business – has the duty and personal responsibility to exercise sound and mature business judgment in all matters involving business ethics. The Code extends to relations between employees and their co-workers and/or talent, and to conduct between employees and their manager. In addition, the Code extends to dealings between employees and our vendors, business partners, other suppliers, clients and competitors. A complete copy of the Code is available on the Human Resources pages of Randstad Connect and Workplace.

### 1.2 BUSINESS PRINCIPLES

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

**To know**

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**

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**

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

**Simultaneous promotion of all interests**

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

**Striving for perfection**

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.

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

## **SECTION 2: OPEN DOOR POLICY & MISCONDUCT REPORTING**

### **2.1 OPEN DOOR POLICY**

Randstad is committed to addressing your concerns. Randstad has an "open door policy," which means that you are



encouraged to discuss any work-related problems or issues with your manager. You may rest assured that you will not be penalized or retaliated against for using this open door policy. You should promptly contact your manager or HR Support Center (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or use the "Let's Chat" icon on your desktop) with any concerns you may have about your employment or any wrongdoing that you suspect, witness or experience, including, but not limited to: discrimination, harassment, retaliation, workplace safety, eligibility for overtime, reporting by non-exempt employees of all hours actually worked, entitlement to meal and rest breaks, employee misconduct, antitrust concerns, and any other concerns. If you have a concern about wrongdoing that you do not believe can be addressed by your manager, his/her manager or Employee Relations, you should utilize the Misconduct Reporting Procedure, below.

## **2.2 MISCONDUCT REPORTING PROCEDURE**

In the event of a breach of the Business Principles, or other misconduct or wrongdoing, Associates should first raise concerns with their immediate manager, next level manager, or HR Support Center (1-877-601-7453 or [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com)). This is the preferred method and usually the fastest and best way to address concerns. If this method is likely to be inappropriate or ineffective, the Randstad Misconduct Reporting Procedure should be used. There will be no retaliation against any Associate filing a good faith complaint. However, submitting a report does not automatically protect complainants who have participated in the reported misconduct from disciplinary action. Further, any Associate who makes a knowingly false report will be subject to disciplinary action, up to and including termination.

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

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

Integrity Line: (866) 250-6706

Web page: [www.speakupfeedback.eu/web/integrityatrandstad/us](http://www.speakupfeedback.eu/web/integrityatrandstad/us)

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

This is an abbreviated version of the Randstad Holding policy. A complete copy of the policy is available to all Associates from the Legal pages of Randstad Connect and Workplace.

## **SECTION 3: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

### **3.1 COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY**

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

### **3.2 WORKPLACE HARASSMENT**

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

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

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

### **3.3 REASONABLE ACCOMMODATION**

Randstad is committed to providing equal employment opportunities to qualified individuals with disabilities and, once made aware of their disabilities, will make reasonable accommodations to enable qualified disabled applicants and Associates to perform the essential functions of the job, provided that the accommodations do not cause undue hardship to Randstad's business. Likewise, Randstad is committed to providing equal employment opportunities to all individuals regardless of their religious beliefs and practices or lack thereof. Randstad will provide reasonable accommodations of an applicant or Associate's sincerely held religious beliefs if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for Randstad. Associates who believe they need an accommodation should contact their manager or HR Support Center (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or use the "Let's Chat" icon on your desktop).

### 3.4 PROTECTION AGAINST RETALIATION

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

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

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

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

### 3.5 COMPLAINT AND INVESTIGATION PROCEDURES

**Reporting of Complaints.** Randstad encourages and expects Associates to report incidents of discrimination, harassment or retaliation whether they are directly involved or are a witness. Any Associate who believes that (i) he or she is being subjected to discrimination, harassment or retaliation by a co-worker, supervisor, manager or other individual at the workplace; (ii) his or her employment is being adversely affected by such conduct; or (iii) believes that he or she has witnessed such conduct, should immediately report such concerns to his or her manager or HR Support Center (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or use the "Let's Chat" icon on your desktop). If you have concerns about wrongdoing that you do not believe can be addressed by your manager, his/her manager, or Employee Relations, you should utilize Randstad's Misconduct Reporting Procedure (Subsection 2.2).

**Investigation.** After a complaint of discrimination, harassment or retaliation is received, a prompt and impartial investigation will be conducted and, in the event the complaint is found to have merit, appropriate corrective steps will be taken which may include disciplinary action up to and including discharge of any Randstad employee engaged in such wrongdoing. Our investigative procedures may also involve the HR Representatives, managers and employees of a client or other third parties (such as vendors) when the complaint involves anyone who is not employed by Randstad. All complaints will be handled in a discreet manner and information will be limited to those personnel with a need to know.

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

### 3.6 AFFIRMATIVE ACTION PROGRAM

Randstad maintains an affirmative action program, which is available for review. To request such a review, write to the Randstad Equality, Diversity, and Inclusion Office at One Overton Park, 3625 Cumberland Boulevard, Suite 600, Atlanta, GA 30339.

Randstad 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/or are a veteran and would like to be considered under the affirmative action program, please contact the Randstad Equality, Diversity, and Inclusion Office ([rus-redi@randstadsua.com](mailto:rus-redi@randstadsua.com)). You may inform us of your desire to benefit under the program at any time.

Submission of disability-related information is voluntary and refusal to provide it will not subject you to any adverse treatment. Information you submit will be kept confidential except that (i) supervisors and managers may be informed regarding restrictions on the duties of individuals with disabilities and 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 federal and state laws, such as officials at the Office of Federal Contract Compliance Programs or the U.S. Equal Employment Opportunity Commission, may be informed. The information provided would be used only in ways that are not inconsistent with Section 503 of the Rehabilitation Act.

### 3.7 EQUAL PAY POLICY

At Randstad, we believe in fair and equitable business practices that support our mission, core values and human forward focus. Randstad US employs a variety of strategies to attract and retain top talent, which includes offering competitive compensation, benefits and opportunities to learn and grow within the company. Randstad is committed to ensuring equal pay for all associates and prohibits any pay discrimination in accordance with applicable state and federal laws. These laws prohibit wage discrimination in the workplace and ensure that jobs with the same functions, similar working conditions, and requiring substantially the same skills are compensated equally with allowable pay differences based on factors such as experience, qualifications, seniority, geographic location, performance and other factors not prohibited by law.

#### **Equal Pay International Coalition (EPIC) United Nations— Randstad U.S. Pledge**

As part of the EPIC United Nations event Randstad made the following pledges:

- Pledge 1 – establish a mentorship program for early career women by 2018
  - Randstad U.S. employee resource group, Women in Randstad Empowering Development (WIRED) offers mentorship and career guidance for early to mid-career women to support their development and advancement
- Pledge 2 – adoption or updating a policy on equal pay by 2019
- Pledge 3 – promotion of awareness-raising, advocacy campaigns or initiatives on equal pay by 2020
- Pledge 4 – undertake a general neutral job evaluation within the organization by 2020 and implement actions related to the results of the job evaluation by 2021

Randstad is committed to ensuring a work environment where all associates are treated and compensated equitably.

### 3.8 PHILANTHROPIC GIVING POLICY

Randstad will not make corporate charitable contributions to non-religious organizations that have a written policy of discrimination on the basis of race, color, national origin, religion, sex, age, disability, citizenship, marital status, sexual orientation, gender identity or expression, military or veteran status, ethnic origin, pregnancy, genetic information, or any other characteristic protected by applicable law.

## SECTION 4: RECRUITMENT AND JOB POSTINGS

In the area of recruitment, there are two key policies: non-discrimination and truth in advertising. These policies must be followed in all hiring, personnel actions and job posting / job advertising procedures. This is true whether you are seeking an internal hire or hiring Talent for a client.

### 4.1 NON-DISCRIMINATION: JOB ORDERS, REQUESTS AND ADVERTISEMENTS

As part of its commitment to equal employment opportunity, Randstad prohibits Associates from accepting discriminatory job orders or requests and placing discriminatory job advertisements.

**A discriminatory job order, request or advertisement** is any employment-related job order, client request or job advertisement that indicates any preference, limitation, specification or discrimination based upon race, color, religion, ancestry, national origin, age, sex (including pregnancy), sexual orientation, gender identity, marital status, disability, veteran status, service in the uniformed services, citizenship status, genetic information or any other status protected by applicable law or protected conduct/whistle blowing.

Generally, a discriminatory job order or request from a client may: (1) be clearly and expressly discriminatory; (2) be suggestive of discrimination; or (3) require further legal analysis.

**1. Clear, expressly discriminatory job orders and requests.** This order or request is blatantly discriminatory. You will recognize the discriminatory criteria and know that the client is intending to place a discriminatory job order or make a discriminatory request. An example includes, "please send an attractive, young woman for this position."

If you receive this type of clearly discriminatory order or request by a client, you may not agree with the client, remain silent or try to work around the issue. Under no circumstances should you fill a clearly discriminatory order — even with the most qualified employee — or comply with a discriminatory request. Instead, you should advise the client that: (1) you appreciate the client working with Randstad; however, Randstad is an equal employment opportunity employer and cannot [accept an order / comply with a request] that discriminates on the basis of [identify the protected class]; (2) you believe that [filling the order / complying with the request] would violate EEO laws and potentially subject both the client and Randstad to liability; and (3) you will not [accept the order / comply with the request]. You may then request that the client reconsider its criteria/decision. Do not accept any further orders from the client until the discrimination has been cured. Also, contact your manager and report the situation.

**2. Orders and requests that suggest discrimination.** With this type of order or request, a client may use words which indicate a discriminatory job order or request, but the client is using the words in a generic sense. Examples include, "send over a couple of guys to handle loading" or "she needs to be able to do the following skills ..." In these circumstances, the client may or may not be requiring that the employees be of a particular protected classification; however, these situations warrant further review.

To avoid problems caused by orders and requests that suggest discrimination, use neutral language wherever possible

(e.g., “salesperson” instead of “salesman or saleswoman”). Ask the client to clarify the specific requirements for the job and question whether or not the trait referenced is absolutely necessary and specific to the position. For example, if the client requests “a couple of guys,” after reviewing the requirements, you could say, “You indicated initially that you needed a couple of guys. I have several employees who would meet the requirements of this assignment, both male and female. Would that be acceptable to you?” If, after discussing the requirements for the job, the client continues to request someone of a particular race, sex, age, etc., you should treat the order as clearly discriminatory. If, after discussing the job requirements, the client did not intend to be discriminatory and removes the unlawful part of the order, you may fill the order with the most qualified employee.

**3. Job orders or requests that require legal interpretation.** In certain cases, you may suspect — but not know for certain — whether a particular order or request is discriminatory within the meaning of the law. An example includes clients that refuse to accept individuals who have ever been arrested. While this refusal may discriminate against minorities and violate EEO laws, you initially may not be sure that the refusal is discriminatory. Also, laws can vary from state to state and certain states may protect additional classes of people not otherwise protected under federal law.

A “Bona Fide Occupational Qualification” (BFOQ) is another example of a situation where legal interpretation is required. BFOQs are very rare and cannot be based on stereotypes or customer preference. You may not make the determination that a discriminatory request is justified as a BFOQ based solely on a client’s representation that it is. The standards for satisfying this BFOQ exception are so high and rarely applicable that they should be avoided, absent consultation with and express approval of the Legal Department or Employee Relations.

**Language and Linguistic Characteristics.** Language and linguistic characteristics are closely related to national origin and therefore orders and requests need to be carefully scrutinized to ensure that they do not unlawfully deter or specifically target any particular group. For example, an employer may consider an employee’s foreign accent only if the accent materially interferes with the ability to perform the specific job duties. Similarly, an English language fluency requirement should reflect the actual level of proficiency required for the position for which it is imposed. An English fluency requirement may be used if it is needed to promote the safe or efficient operation of the client’s business, including communications with customers, coworkers or supervisors who only speak English; emergency situations in which workers must speak a common language to promote safety; and cooperative work assignments in which a common language is needed to promote efficiency.

### **Examples of unacceptable job requests/advertisement language and permissible substitutes**

The following are some examples of improper job orders/requests/advertisement language and inappropriate “trigger” words. These words should serve as a warning about a job order or request and should be avoided in job advertisements. Use of the unacceptable language noted below is prohibited:

| <b>Unacceptable job order/request/ advertisement language</b>                                                                                                                                                                                                                                                                                                                           | <b>Examples of acceptable alternatives</b>                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| “U.S. Citizen,”* “Permanent Resident,” “Green Card Holder,” etc. or those that specify a particular type of work authorization that must be provided.<br><br><small>*Note: a few positions which involve sensitive work for the U.S. Government may have a lawful U.S. Citizenship requirement. If you believe that you are filling such a position, please confirm with Legal.</small> | “Must be legally authorized to work in the U.S. without sponsorship.”                         |
| “mature person,” “supplement your pension”                                                                                                                                                                                                                                                                                                                                              | “Excellent second source of income,” “at least 5 years of experience in [XYZ] field required” |
| “recent college graduate,” “1-2 years out of college,” “recent high school graduate,” “college student,” “recent degree,” “excellent first job”                                                                                                                                                                                                                                         | “Degree (or diploma) required,” “at least 2 years of college required,” “entry level”         |



|                                                        |                                                               |
|--------------------------------------------------------|---------------------------------------------------------------|
| "young," "youthful," "youthful appearance"             | "willing to work at entry-level," "beginner"                  |
| "women and minorities encouraged to apply"             | "equal opportunity employer"                                  |
| "foreman," "lead man"                                  | "supervisor," "crew, shift or team leader"                    |
| "athletic," "athletically inclined," "strong," "burly" | "able to lift 20 – 40 pounds"                                 |
| "cute," "handsome," "pretty," "clean-cut,"             | "professional," "possess excellent customer relations skills" |

## 4.2 GUIDELINES FOR COMPLYING WITH TRUTH IN ADVERTISING LAWS

Advertising must be truthful and non-deceptive (e.g., it cannot mislead applicants acting reasonably under the circumstances). This means that job advertisements cannot expressly state or even imply things that are not true. Job advertisements should be related to an existing position or a bona fide job opportunity. They should accurately describe the position and distinguish between required versus preferred skills and experience. Also, advertisements should not guarantee any specific period of employment when the relationship will be at-will employment. Avoid all words or phrases that discriminate against candidates based on protected characteristics.

## SECTION 5: ANTITRUST COMPLIANCE

Randstad competes vigorously in full compliance with all applicable antitrust laws. Wrongful actions, even by junior employees, could expose Randstad to an antitrust investigation, the risk of substantial fines, possible imprisonment of one or more individuals, and harm to our business and reputation. This section of the Associate Handbook is an abbreviated version of the US Antitrust Law Compliance policy. Associates must be familiar with the full content of the policy, which is available from the Legal pages of Randstad Connect and Workplace.

### 5.1 SUMMARY OF MOST SERIOUS ANTI-COMPETITIVE ACTS

The most serious anti-competitive practices are the following:

**1. Horizontal Agreements:** Any agreement among competitors to limit or diminish competition in any respect, including any agreement among competitors to (a) raise, lower or stabilize prices or discounts, or to fix the terms or conditions of sale; (b) divide or limit sales to certain territory or customers; (c) limit or divide production or sale of a product; (d) exchange confidential information in order to facilitate market coordination; and (e) not sell to or purchase from a particular customer, supplier or competitor.

**2. Exchanging commercially sensitive information:** The exchange of commercially sensitive information may indicate the existence of an unlawful agreement to restrain competition, and may be considered an antitrust violation. Indeed, such an exchange would replace uncertainty of the market with a form of cooperation between businesses which are in a position to anticipate each other's behavior in the market. Even purely informal contacts are likely to raise the suspicion of the antitrust authorities.

You may wonder how this applies to sharing competitively sensitive information with Managed Service Providers (MSPs). In performing the tasks as an MSP, Randstad will receive information about prices and conditions offered by its competitors. As long as the flow of information is purely one-directional and only serves to enable Randstad to perform its tasks as an MSP, it is acceptable for Randstad to receive this information. However, Randstad's MSP personnel should not share such competitor information with other operating companies within the Randstad Group. Furthermore, Randstad should not provide any information about its own prices and conditions to its competitors (except to a competitor acting in its role as MSP) or engage in any attempt to coordinate prices and conditions with competitors. In addition, while Randstad is in principle free (within the limits set by the contract agreed with the customer) to try to fulfill the staffing needs of the customer by providing its own services before engaging other

staffing agencies, Randstad should not unduly restrict the freedom of the customer to engage staffing agencies of its own choice. The receipt of information concerning prices and conditions offered by competitors entails the need to observe extra care in dealing with such competitors.

**3. Vertical Agreements:** Any agreement between independent commercial operators at different levels to limit or diminish competition in any respect. Moreover, some vertical agreements may have horizontal aspects, mainly when they are signed with a company that is, for the purpose of the contract, a subcontractor, but in other contexts, a competitor. This may be the case when a staffing company acts as a manager of other staffing companies acting as its subcontractors. Such subcontracting arrangements only raise antitrust concerns if they limit or diminish competition, such as by the inclusion of overbroad non-competition or non-solicitation provisions.

The arrangements in question can be written or oral and include not only formal arrangements but also informal arrangements and activities. A violation can occur if parties concerned, for example in an informal meeting, express their intention to behave in a particular way. The existence of an illegal arrangement may be inferred from all the circumstances, and can be a continuing business relationship between the parties or a concerted practice. For example, an informal oral arrangement between two competitors not to undercut each other's prices or rates or to share client information would be illegal.

## 5.2 SUMMARY OF DO'S AND DON'Ts

This set of basic "Dos and Don'ts" provides Associates with an idea of areas that may violate antitrust laws.

- **Do** avoid contact or meetings with competitors unless you have a legitimate reason for doing so. Particular care should be taken during discussions at trade associations and the legal department should preferably look at agendas before meetings.
- **Do** discuss any proposed agreements by or with competitors with the Legal department before negotiations begin, so that they can identify any possible antitrust law issues.
- **Do** be aware that a poor choice of words can make a perfectly legal activity look suspicious.
- **Do**, if a competitor starts discussing any of the items listed under "DON'Ts" below, always state that you cannot discuss such matters, terminate the conversation, keep an accurate file note of this conversation and of what was said, and follow the "Reporting Violations" procedure set out in the complete policy; merely remaining silent is not sufficient.
- **Do** check with the Legal Department regarding which intra-group agreements are allowed among Randstad group companies.
- **Do**, when sharing information with colleagues within Randstad about prices and conditions offered by a competitor engaged by Randstad, identify the context within which that information has been obtained (to avoid the impression that the information has been obtained as part of an attempt to coordinate prices).
- **Do not** discuss or agree to arrangements with competitors relating to:
  - prices, rates, discounts, timing of pricing changes or other trading conditions;
  - allocations or restrictions relating to markets and/or sources of supply (by location or customer);
  - supply or marketing schedules;
  - limiting or controlling any investment or technical development; and
  - cooperation agreements with competitors (unless the Legal Department has been consulted).



- **Do not** allow or seek access to or discuss confidential or other unpublished business information of Randstad or its competitors (such as prices; costs of supply; profitability; strategy; business and marketing plans; product development plans, information on customers).
- **Do not** discuss or agree to arrangements with competitors on bids for contracts or procedures for responding to bid invitations.
- **Do not** discuss with or disclose to a competitor engaged by Randstad (for example, in the context of an MSP) the prices and conditions which Randstad is offering to the customer.
- **Do not** try to influence the prices and conditions offered by a competitor engaged by a Randstad MSP in a manner that is detrimental to the customer.

## SECTION 6: BRIBERY, GIFT AND HOSPITALITY POLICY

This summary is designed to help Associates comply with Randstad's Bribery, Gift and Hospitality Policy by defining gifts and hospitality and summarizing the value limits attached to the acceptance and provision of these items. This summary does not address every situation you may encounter and is not a substitute for reading the complete Policy itself, which is available on the Legal pages of Randstad Connect and Workplace. Note that on those pages there is a slightly different version of the Policy (and this summary) that applies to Associates of Randstad Technologies, Randstad Engineering and Enterprise Solutions.

All Associates must use their good judgment when providing or accepting gifts or hospitality (regardless of their value) to ensure that they are reasonable in cost, quantity and frequency and do not create the appearance of undue influence. For example, you must not provide gifts (other than nominal items) or hospitality to a client when you are negotiating a contract or during a tender process. Any questions about the Policy should be directed to the Legal Department.

**What is a gift and what is Randstad's policy regarding providing or accepting gifts?** Gifts are non-monetary items, such as flowers, gift baskets, books, desk ornaments or activities or outings that only Randstad personnel participate in (or that only third parties participate in).

- Gifts worth \$50 or less may be provided and accepted by Associates in reasonable quantities without prior approval and without being reported.
- Gifts between \$51 and \$200 may not be provided or accepted without the prior approval of Randstad's CFO and must be reported by you to [rus-giftsandhospitality@randstadusa.com](mailto:rus-giftsandhospitality@randstadusa.com).
- Gifts exceeding \$200 may not be provided or accepted without the prior approval of Randstad Holding's Legal Department (see the Policy for instructions on how to request approval) and must be reported via e-mail to [rus-giftsandhospitality@randstadusa.com](mailto:rus-giftsandhospitality@randstadusa.com).

**What is hospitality and what is Randstad's policy regarding hospitality?** Hospitality is an activity or outing, such as a meal, travel or entertainment, that is shared between Associates and third parties, such as clients, prospects or vendors.

- Associates may accept hospitality worth up to \$75 per person or \$750 in the aggregate per occasion without prior approval and without being reported. Hospitality between \$76 and \$400 per person or between \$751

and \$5,000 in the aggregate per occasion may not be accepted without the prior approval of Randstad's CFO and must be reported by you via e-mail to [rus-giftsandhospitality@randstadusa.com](mailto:rus-giftsandhospitality@randstadusa.com).

- Associates may provide hospitality worth up to \$100 per person or \$2,000 in the aggregate per occasion without prior approval under the Policy and without being reported. **Note that even at amounts below \$100 per person or \$2,000 per occasion, you should be sure that the amount is consistent with your manager's guidance and expectations regarding hospitality.** Hospitality between \$101 and \$400 per person per occasion or between \$2,000 and \$5,000 in the aggregate per occasion may not be provided without the prior approval of Randstad's CFO and must be reported via e-mail to [rus-giftsandhospitality@randstadusa.com](mailto:rus-giftsandhospitality@randstadusa.com).
- Hospitality exceeding \$400 per person per occasion or \$5,000 in the aggregate per occasion may not be provided or accepted without the prior approval of Randstad Holding's Legal Department (see the Policy for instructions on how to request approval) and must be reported by you via e-mail to [rus-giftsandhospitality@randstadusa.com](mailto:rus-giftsandhospitality@randstadusa.com).

## SECTION 7: COMPENSATION AND WORKING HOURS

### 7.1 PAY PERIOD AND PREFERRED METHOD OF PAYMENT

The standard payroll week for Associates begins on Monday and ends on Sunday. Associates are currently paid on a bi-weekly basis. The typical payday is on a Friday. If the payday falls on a holiday observed by Randstad, then payroll will be distributed the day prior to the holiday. Direct payroll deposit (electronic funds transfer) is Randstad's preferred method for issuing your pay. To use this service, you must complete a Direct Deposit Authorization Form and submit it to Payroll. Direct deposit will begin the next pay period after the set-up process has been completed. If your state allows or requires other methods to be made available, such as a paper check, Payroll will issue a paper check for your wages.

### 7.2 COMPENSATION

Associates are compensated in different ways depending on their role within the organization. For most Associates, compensation will come in the form of an hourly wage, a salary, or a draw against commissions and may include other incentive plans. Several factors may influence pay rates including, but not limited to, the nature and scope of the Associate's job or skills, experience, marketplace factors, internal equity, and individual and Randstad performance. Subject to applicable law, Randstad retains sole discretion to establish, interpret, and determine the eligibility requirements for, or to amend or discontinue, any compensation plans, including but not limited to, those related to any merit pay increases, promotional pay increases, equity pay increases, incentives, bonuses, commissions, or other compensation plans.

**Overtime.** When business requirements or other needs cannot be met during regular working hours or otherwise based on business needs, non-exempt Associates may be either directed or asked to work overtime. Whenever possible, overtime hours should be planned and scheduled in advance by management. Overtime may only be worked when approved in advance in writing by the non-exempt Associate's manager, except for extenuating circumstances where unplanned overtime is necessary to address an emergency. Even in such extenuating circumstances, you must immediately (i.e. the same day) notify your manager of any overtime hours that you worked and the specific reason for doing so. Regardless of whether any overtime hours were approved in advance, you will be paid for **ALL** hours, including overtime hours that you work. Accordingly, it is imperative that you accurately report overtime hours on your timesheet even if the overtime was not approved in advance. However, repeated or egregious failure(s) to comply

with the requirement to get prior approval for overtime hours will subject an Associate to disciplinary action, up to and including termination.

Overtime premium compensation (usually one and a half times the Associate's regular hourly rate of pay) is paid to all non-exempt Associates working overtime in accordance with federal and applicable state laws. The overtime premium pay is based on actual hours worked. Paid time off for sick leave, vacation leave, holiday, personal leave, floating holidays, or any leave of absence will not be considered as hours worked for purposes of calculating overtime premium pay.

Associates who are classified as exempt do not receive overtime premium compensation. If you are classified as exempt, but believe that you are not performing exempt duties or otherwise are entitled to receive overtime, you must notify HR Support Center immediately (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or click on the 'Lets Chat' icon on your desktop). Employee Relations will promptly review your actual duties with you and your manager as well as the method by which your wages are paid and determine whether your classification remains correct. Randstad is committed to ensuring that all Associates are properly classified under applicable wage and hour laws. Randstad will not tolerate any retaliation against you for raising your concerns about overtime eligibility with Randstad.

**Bonus, commission, incentive or other variable pay plans.** Some Associates may be eligible to participate in one of Randstad's incentive or other variable pay plans, depending on their position within Randstad. Each incentive and variable pay plan has a document that outlines the applicable participant classification as well as other eligibility requirements and plan components. All eligibility and payout requirements outlined in each plan must be met in order to be eligible to earn any incentive payment, including, but not limited to, job function, thresholds and targets.

**Merit increases.** At Randstad's sole discretion, compensation adjustments may be considered on an annual basis based upon Randstad's and an Associate's personal performance in the previous calendar year. Merit pay increases for newly hired Associates may be pro-rated based on date of hire.

**Promotional increases.** At Randstad's sole discretion, Associates promoted into positions of greater responsibility may be considered for a promotional pay increase. A promotion normally involves moving to a different position with increased responsibilities and skill requirements than those required in the current position. Not all promotions however result in a promotional pay increase.

**Equity adjustments.** There may be special circumstances where Associates may receive compensation adjustments outside of the normal merit pay increase process or promotional pay increase process. At Randstad's sole discretion, equity pay increases may be considered when: (1) normal merit and promotional salary actions fail to maintain internal equity between Associates of similar levels of experience and performance, or between managers and subordinates; (2) an Associate has difficulty to recruit skills; (3) an Associate is relocated within the same position to a higher cost of living area; (4) Associate salaries are below the minimum for the salary band; or (5) market rates have changed significantly since the merit process. Equity pay increases may not be given more than once in any rolling 12-month period of time.

### **7.3 TRAVEL PAY**

**(Non-exempt Associates only).** Some non-exempt Associate positions may require local travel, extended travel in the United States or, less frequently, international travel for business meetings, training sessions, conferences or other business-related purposes. Risk Management must approve all travel outside of the United States other than to Canada or Mexico. Non-exempt Associates whose managers request such travel will be compensated in compliance with applicable state and federal law. However, the typical commute from an Associate's home to the work site (the usual place to which an Associate reports on a scheduled workday) is not compensable.

## 7.4 REFERRAL PROGRAM

Randstad encourages active Associates to identify and refer candidates for permanent, full-time internal positions. The referral program is intended to increase the number of qualified candidates for permanent, full-time internal positions as well as reward Associates for their efforts for referring talent to the organization. For questions regarding eligibility requirements and submission process, contact the Employee Referrals team at [employee.referrals@randstadusa.com](mailto:employee.referrals@randstadusa.com).

## 7.5 PAY DEDUCTIONS AND SETOFFS

All deductions from your pay will be listed on your pay stub. Randstad makes certain mandatory deductions from compensation for federal, state and local income taxes where applicable. Randstad must also deduct Social Security taxes from each Associate's earnings. The deduction amounts will depend on the information you furnish on your W-4 and your earnings. If you wish to modify the information on your W-4, please request and complete a new W-4 form (available on Randstad Connect and Workplace) and submit to the Payroll Department.

**Wage Garnishments.** Randstad may be required to garnish wages of particular Associates, pursuant to a validly entered garnishment or court-ordered income deduction order. Randstad acts in accordance with the Federal Consumer Credit Protection Act, as well as any other applicable laws that place restrictions on the total amount that may be garnished from an Associate's paycheck. Such court-ordered deductions will appear on the Associate's paystub as "Garn."

**Voluntary Deductions.** In addition to the above-described mandatory deductions, an Associate may also authorize voluntary deductions for health insurance, Employee Share Purchase Plan (ESPP), 401(k) contributions, and other benefits or authorized payroll deductions.

**Improper Salary Deductions.** Randstad is committed to compliance with all applicable federal, state and local wage and hour statutes, including the federal Fair Labor Standards Act (FLSA). Randstad intends to pay exempt Associates on a salary basis within the meaning of the FLSA and will not make, and strictly prohibits, salary deductions that are prohibited under the FLSA or any other applicable law. If you are an exempt Associate and suspect or believe that Randstad has taken an improper deduction from your salary, please immediately follow the complaint procedure outlined in the following Subsection 7.6 Pay Errors. You will not be retaliated against for doing so. Randstad will promptly reimburse Associates for any improper deductions that are found to have been made and will make a good faith effort to avoid making the same mistake in the future.

## 7.6 PAY ERRORS

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, including that you have been overpaid or underpaid, that unauthorized or inaccurate deductions have been taken from your pay, or that your pay does not accurately reflect all hours worked, contact your manager or call the HELP Line at (866) 435-7456. Necessary steps will be taken to promptly investigate your concerns and make any corrections to errors that are determined to have been made, including by reimbursing you for any underpayments, improper deductions or other errors. Associates will not be retaliated against for utilizing this procedure or otherwise seeking to obtain amounts to which they believe they are entitled.

## 7.7 TIME ENTRY REQUIREMENTS AND RESPONSIBILITIES

It is Randstad's policy to pay all of our Associates for time worked in a timely and accurate manner and in accordance with applicable laws, while maintaining required supporting documents and records.

**Timely submittal of hours.** All Associates must maintain an accurate record of the time you work each day. This time must be accurately recorded by the end of the day every other Friday and electronically submitted through

MyConnect or Workplace. Managers are requested to review and approve such time records by noon the following Monday. By submitting a time record, an Associate certifies that it is a true and correct report of time worked and time taken off for the period indicated. If you will be on a leave of absence or otherwise out of the office on a day time records are due, you must submit your time record in advance of the deadline. Associates who will be out of the office for several days are expected to contact their manager in order to coordinate the preparation of a time record. Upon approval, the time is transmitted through the payroll process ensuring accurate and prompt processing.

**Accurate records of hours worked.** Accurate time records are required by law and are necessary to ensure the correct payment of wages to Associates. Accordingly, non-exempt Associates must record all time actually worked, even if you worked overtime without prior approval or time that differs from your normal work schedule. For example, if you are scheduled to work from 9 a.m. to 5 p.m., but you actually worked from 8:50 a.m. until 5:20 p.m., you must record the time you actually worked rather than your scheduled hours. When paying your wages, Randstad will rely upon the time record you provide and presume that you have complied with this Policy when recording your time.

**Time entry requirements.** All time spent performing work or engaging in work-related activities must be recorded. Regardless of the timekeeping system or method used, you must record:

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

**Falsification of Time Records.** Randstad will not tolerate any falsification of time records, including the following:

- Over-reporting time (i.e., reporting more time than the time actually worked);
- Under-reporting time (i.e., reporting less time than the time actually worked);
- Working “off-the-clock” (i.e. working but not reporting time);
- Tampering with Randstad’s timekeeping system; or
- Encouraging or coercing other Associates to misrepresent time worked.

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

No manager has the authority to require, permit, or ask any Associate to work “off-the-clock” or to otherwise misrepresent the actual time worked on a time record. If you believe you are being asked or required to work without being paid for such time, you must report it immediately to your manager or the HR Support Center (1-877-601-7453 or [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com)). Randstad will not tolerate any retaliation against you for making such a report.

## **7.8 MEAL AND REST PERIODS**

Meal and rest periods are provided in accordance with applicable state and local laws. Your manager will inform you of the time and length of your breaks. If any manager requires you to perform work during a meal or rest period or instructs you to falsify any time record concerning your meal periods, you must contact HR Support Center (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or use the “Let’s Chat” icon on your desktop) immediately. Likewise, if you believe you are not receiving the appropriate amount of time for meal or rest periods, you must contact HR Support

Center immediately.

## 7.9 REIMBURSEMENT FOR BUSINESS EXPENSES

Randstad's US Travel & Business Expense Policy (available at [US Travel & Business Expense Policy](#)) describes the reimbursement of travel and other expenses by all Associates. In general, Associates will be reimbursed for necessary and reasonable expenses that they actually incur to meet work requirements or further Randstad's business while traveling or otherwise conducting business on behalf of Randstad. To the extent there is any discrepancy between applicable law and the Policy, Associates will be entitled to reimbursement consistent with applicable law, unless the Policy is more generous in which case the Policy will apply. Expenditures made by the traveling Associate for personal entertainment or which are primarily personal in nature are the responsibility of the Associate and will not be reimbursed by Randstad.

At the discretion of your manager, professional memberships/subscriptions may be paid by Randstad. The membership or subscription must be deemed to be directly relevant to the role you perform within the organization.

If you park your vehicle in a lot that charges fees for its use, you are responsible for paying such fees and are not eligible to seek reimbursement, unless your manager has notified you otherwise in writing.

## SECTION 8: PERFORMANCE MANAGEMENT AND EMPLOYEE CONDUCT

### 8.1 PERFORMANCE MANAGEMENT

**Great Conversations.** At Randstad, in order to attract, retain, and engage Great People and achieve Great Results, we need for managers and employees to be having "Great Conversations". Great conversations are meaningful, aspirational, and progress-based; they are future-focused and help employees grow, develop, and achieve outperformance. Great Conversations is a crucial aspect in driving our business and achieving outperformance in the market. Meaningful- Conversations help employees understand how their work contributes to organizational goals and priorities, "how they fit" and "why they matter". Aspirational- Conversations help employees to stretch, learn and grow through valuable feedback, ongoing coaching, and targeted development. Progress-based- Conversations help employees discuss, track, and celebrate progress toward goal achievement, development of critical capabilities, and personal growth. Please visit <https://sites.google.com/randstadusa.com/great-conversations> to learn more.

**Performance Problems.** Due to the almost infinite types of performance-related issues that can arise, Randstad utilizes Performance Improvement Plans to address specific performance problems. Randstad believes it is best to address these issues on a case-by-case basis. Nevertheless, performance issues generally will be addressed in an informal manner first. If there are continued or new performance issues following the informal conversation, subsequent discussions may be documented through a more formal process. Randstad, however, reserves its right, consistent with the at-will employment relationship, to end an Associate's employment with Randstad at any time for any lawful reason, including client business needs or the Associate's performance deficiencies, regardless of whether these deficiencies have been formally documented or previously addressed.

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



## 8.2 RULES OF CONDUCT

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

1. Violating any policy in this Associate Handbook or any other applicable work rule or policy.
2. Engaging in fraud, falsifying records, making maliciously false statements to supervisory personnel or a manager, or being dishonest with or discourteous to co-workers, clients, vendors, and suppliers.
3. Illegal gambling on the property of Randstad or its client.
4. Use or illegal possession of weapons or firearms on the property of Randstad or its client, or in the conduct of Randstad or the client's business.
5. Failure to report for scheduled medical treatment relating to an on-the-job injury.
6. Violation or disregard of workplace safety rules or practices.
7. Engaging in criminal behavior that makes the Associate unfit for his/her position.
8. Unauthorized work elsewhere while on a leave of absence or unexcused failure to return to work at the end of an authorized leave of absence.
9. Engaging in threatening, intimidating, or coercive conduct, or using profane, obscene or abusive language toward, other Randstad Associates and employees, clients, suppliers, or vendors.
10. Engaging in disorderly conduct (including fighting, horseplay, and other types of physical altercations) while on the property of Randstad or its client or while engaging in Randstad or client business.
11. Engaging in obscene conduct or viewing/displaying indecent materials, literature or pictures on the property of Randstad or its client or while using the resources of Randstad or its client.
12. Sleeping, giving the appearance of sleeping, or loafing during working hours.
13. Insubordination, which includes, but is not limited to, the following conduct: (a) refusal or failure to obey work orders or perform a job assignment given by your manager or manager; (b) public displays of disrespectful behavior on the property of Randstad or its client, or toward a manager or manager; (c) threatening, intimidating, coercing, or interfering with supervision; (d) abusive language to any supervisor, co-worker or manager; or (e) openly making or publishing false, vicious, or malicious statements concerning supervisors or managers.
14. Stealing, misappropriating, misusing, removing, defacing, abusing, vandalizing or otherwise destroying or impairing the usability of the property of Randstad, your co-workers, Randstad's client or suppliers.
15. Carrying on your own or another business enterprise during working hours, or otherwise allowing your own or another business enterprise to interfere with the performance of your duties as an Associate of Randstad, as well as unauthorized use of property belonging to Randstad, your co-workers, Randstad's clients, or suppliers for the purpose of carrying on your own business or another enterprise.
16. Providing any person with unauthorized access to the property of Randstad, your co-workers or Randstad's clients or suppliers.
17. Any act that adversely affects Randstad, Randstad's Associates or clients' integrity, security, effectiveness, or safety.

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

### 8.3 ABUSIVE CONDUCT AND ANTI-BULLY POLICY

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

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

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

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

**Reporting And Discipline.** Individuals who believe they have been subjected to or witnessed “abusive conduct” that violates this policy should report the conduct to their manager or the HR Support Center (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or use the “Let’s Chat” icon on your desktop). If the conduct poses an imminent threat to your own safety or the safety of others, immediately contact the police. We encourage the prompt reporting of complaints of “abusive conduct” so that appropriate remedial action can be taken. Any behavior inconsistent with these guidelines or Randstad’s business principles, including activity on an employee’s personal social media account, may result in disciplinary action, up to and including termination.

**Retaliation.** Randstad prohibits any form of retaliation against those who report, speak out against, or participate in investigations regarding “abusive conduct”. Randstad also prohibits retaliation against anyone connected to those who report, speak out against, or participate in investigations regarding “abusive conduct” (i.e. members of a complainant’s family). Individuals who believe they have been subjected to or witnessed retaliation related to a report of “abusive conduct” should notify their manager or the HR Support Center (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or use the “Let’s Chat” icon on your desktop).

### 8.4 ATTENDANCE

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



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

**Job Abandonment - No Call/No Show.** If an associate will be away from work unexpectedly, you are expected to notify your manager immediately. At Randstad, our concern for your well being and safety is of primary importance. However, if you do not report to work or contact your manager for three (3) consecutive normally scheduled workdays, Randstad 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 or when you require a legally protected leave or an accommodation. If you believe you face such extenuating circumstances, you must notify your manager or HR Support Center (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or use the "Let's Chat" icon on your desktop) as soon as practicable. Employees will not be disciplined for any legally protected absence.

## **8.5 BUSINESS APPROPRIATE DRESS**

Randstad has a business appropriate dress policy, meaning that appropriate business attire depends on the nature of the work performed. When meeting with external customers, vendors, or candidates, you must dress according to the expected level and type of interaction, which may mean that you will have to wear traditional business attire. For those who are primarily involved in office activities, and who do not regularly come in contact with external customers, vendors, or clients, proper business attire will be determined by the custom of the office.

In all instances, Randstad expects Associates to meet a minimum standard of dress. Clothing must be neat and clean, without any obvious wear, holes or frayed areas. Associate'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. Associates who report to work dressed in inappropriate attire may be asked to leave and report back to work in appropriate attire.

## **8.6 TRAINING & DEVELOPMENT**

Randstad encourages all of its Associates to develop and pursue training and development plans with your direct manager or department manager. Randstad University (RU), available through Randstad Connect and Workplace, is our learning management system that supports your professional development and tracks your learning progress electronically. You can view and register on RU for various courses that support the execution of Randstad's business processes and enhance your skill set. Associates may undertake and complete relevant training as agreed in consultation with their direct manager to ensure that they are able to perform their work duties and functions.

## **8.7 CAREER ADVANCEMENT**

Randstad encourages current Associates to take advantage of career advancement opportunities within Randstad. Randstad's goal is to provide you with access to information on our operating companies, business lines and departments as well as to provide you with career maps, job profiles and open positions enabling you to easily

progress in your career at Randstad. Resources and tools are available as well to help you design, explore and track your career goals aligning them with opportunities within Randstad.

## **SECTION 9: SAFETY AND WORK SITES**

### **9.1 OCCUPATIONAL SAFETY AND HEALTH**

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

1. You must adhere to Randstad's or, if assigned to work at a client site, the client's safe work practices.
2. You must promptly report any accidents, unsafe conditions, and/or unsafe acts to your manager and, if assigned to work at a client site, to 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 Randstad's housekeeping guidelines or, if assigned to work at a client site, the client's housekeeping guidelines.
7. You may not operate any equipment or machinery unless trained and certified to do so.

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

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

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

## 9.2 SAFETY AND SECURITY CONSIDERATIONS

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

You may not provide an individual who is not an Associate with access to a Randstad facility without determining the reason for access and confirming that the visitor will be escorted by an Associate at all times. Similarly, you should not access a Randstad facility except for a work-related purpose. Do not grant access to the building or elevators to unknown individuals. All visitors and vendors should be directed to the front lobby to sign-in and obtain a Visitor's Pass. They must be escorted by an Associate at all times.

If you possess a reasonable fear that your safety and security, or the safety and security of your co-workers, clients, or suppliers, are at immediate risk, contact the local police immediately. More general concerns of safety or security should be raised immediately with your manager or HR Support Center (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or use the "Let's Chat" icon on your desktop).

## 9.3 NEAT WORK AREAS

Associates are expected to keep their offices and other work areas, as well as common areas that they utilize, tidy and organized in order to provide a professional appearance for applicants, clients, business visitors and vendor representatives. Pictures and other postings on workstation panels should not be excessive and should be hung neatly using appropriate fasteners. Overhead compartments and shelves, work surfaces and areas below them should be kept neat and clean. All hallways should be kept clear of obstacles at all times. Birthday, holiday and similar decorations should be tasteful and taken down the day after the event.

## 9.4 USE OF WIRELESS DEVICES WHILE DRIVING

This policy applies to the use of: (1) any Randstad-issued Wireless Device, including but not limited to cellular phones; and (2) any other Wireless Device, including but not limited to cellular phones (whether personal or Randstad-issued), when being used to conduct Randstad business (collectively, "Wireless Devices"). Associates are required to be aware of and comply with all state and local laws, and, if applicable, any rental car agency requirements, limiting or prohibiting Wireless Device usage while driving.

1. Associates are prohibited from the following activities at all times:
  - a. Use of Wireless Devices in any manner that violates any law or rental car agency agreement.
  - b. Use of Wireless Devices while driving in adverse weather or traffic conditions.

Please see Randstad's Cell Phone User Responsibilities and Guidelines for other restrictions on non-business uses of Randstad-issued Wireless Devices.

2. In all other circumstances, Associates must exercise caution and good judgment if using a Wireless Device while driving. An Associate's primary responsibility is to be a safe driver and to obey the rules of the road. If an Associate uses a Wireless Device to conduct Randstad business while driving, he/she must adhere to the following guidelines:

- a. Associates should not engage in Wireless Device-related activities that are unsafe or distracting, which include but are not limited to, dialing telephone numbers, retrieving voicemail messages (if doing so requires entering a number of buttons), and reading and sending e-mails, instant messages, etc. Associates should stop or park their vehicle or pull off to the side of the road before engaging in any Wireless Device-related activity that may be unsafe or distracting.
- b. A hands-free accessory must be used at all times while simultaneously driving and using a cellular phone or other Wireless Device, if applicable. If you did not receive a Randstad-issued hands-free accessory, please send an e-mail to [rpg-servicedesk@randstadusa.com](mailto:rpg-servicedesk@randstadusa.com).

Associates who violate this policy, any applicable law, or rental car agency requirement relating to the use of Wireless Devices while driving are not acting within the course and scope of their employment, authority, and/or business relationship with Randstad. Associates charged with moving, traffic or statutory violations resulting from the use of Wireless Devices while driving will be solely responsible for any and all fines or penalties levied or imposed as a result of such actions.

## 9.5 VIOLENCE-FREE WORKPLACE

Randstad seeks to provide a safe, violence-free work environment for all Associates. Threats or acts of violence occurring on Randstad property, at a client company location, during the performance of any work on behalf of Randstad (regardless of location), or involving any Randstad employee, are prohibited. If you receive or are made aware of any threat, risk or conduct that may be violent, dangerous or threatening, notify your manager, Human Resources, or Workplace Violence Customer Support <https://sites.google.com/randstadusa.com/risk/safety/workplace-violence> or via phone at 1.877.601.7453 immediately so that prompt and appropriate actions can be taken.

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

## 9.6 SMOKE-FREE WORKPLACE

Randstad maintains a smoke-free environment that prohibits smoking inside any of its offices at any time, including in restrooms, stairwells, foyers, or any common areas within any building in which a Randstad office or operation is located. Associates working at client worksites and other sites must observe the client's policies regarding smoking.

## 9.7 DRUG AND ALCOHOL POLICY

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

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

**Voluntary Requests for Assistance.** Randstad encourages Associates with drug and alcohol problems to seek help before they become subject to discipline for violating this or other Randstad policies. Randstad will support, assist and accommodate such Associates to the extent required by applicable law. Randstad's Employee Assistance Program ("EAP") can assist Associates in a confidential manner by providing them with information about community and other resources for evaluation, counseling, and treatment, and helping them utilize any available employee benefits. Associates may contact our EAP provider, Cigna's Employee Assistance & Work/Life Support Program by visiting [cigna.com/realsupport](https://cigna.com/realsupport). Associates also may seek assistance from HR Support Center (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com)) or use the "Let's Chat" icon on your desktop) or their manager.

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

## Definitions

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

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

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

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

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

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

**"Randstad or client premises"** include, but are not limited to, all land, property, buildings, offices, facilities, grounds, parking lots, and places owned, leased, managed or used by Randstad or the client to which an Associate is assigned.

**"Randstad or client vehicle, machinery or equipment"** means all vehicles, machinery or equipment owned, leased or used by Randstad or the client to which an Associate is assigned and all vehicles, machinery or equipment that are used by Associates, regardless of who owns or leases them, while performing duties for Randstad or its client.

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

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

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

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

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

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

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

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

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

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

1. **Pre-employment (including pre-assignment):** Individuals who have received a conditional offer of employment and/or who will begin an assignment with a Randstad client must pass a drug test before they are hired and/or begin working for Randstad if a client or Randstad requires such testing.



2. **Random:** Associates are subject to random drug testing if Randstad or a client requires such testing and it is permissible under the circumstances.

3. **Reasonable suspicion:** Associates are subject to drug and/or alcohol testing if Randstad reasonably suspects them of using, possessing, or being under the influence of alcohol or illegal drugs while they are performing duties for Randstad or its client, operating Randstad or client vehicles, machinery or equipment, present on Randstad or client premises, or present in any other location performing services for Randstad.

4. **Post-accident:** Associates are subject to drug and/or alcohol testing when Randstad reasonably believes they may have contributed to or caused a work-related accident that results in a fatality, an injury to themselves or other person(s), or damage to Randstad or client vehicles, machinery, equipment, or other property.

5. **Return-to-duty and follow-up:** Associates who test positive for alcohol, have a verified positive drug test result, or who otherwise violate this policy, but are not terminated, must pass a drug and/or alcohol test before they can return to duty and are subject to follow-up drug and/or alcohol testing at times and frequencies determined by Randstad for up to two (2) years.

**Summary of alcohol collection and testing procedures.** Except where prohibited by applicable state or local law, Randstad will follow the general collection and testing procedures set forth below:

1. Associates subject to alcohol testing will be required to sign a written consent form in which they consent to and authorize testing.

2. Associates shall be sent or transported to a Randstad designated collection site where they shall be required to verify their identity and cooperate in the site's normal specimen collection procedures.

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

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

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

6. The technician will notify Randstad of the Associate's test results in a confidential manner. Randstad will notify Associates of their test results.

**Summary of drug collection and testing procedures.** Except where prohibited by applicable state or local law, Randstad will follow the general collection and testing procedures set forth below:

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

2. Applicants and Associates shall be required to verify their identity and otherwise cooperate in Randstad's specimen collection procedures

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

4. Collected specimens shall be tested for marijuana, cocaine, opiates, amphetamines, methamphetamines, and phencyclidine (specimens may also be tested for barbiturates, benzodiazepines, methadone, propoxyphene and such

other controlled substances as may be dictated by the circumstances in accordance with the requirements of applicable law).

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

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

7. The laboratory will send positive test results to a Medical Review Officer ("MRO"). If an applicant or Associate has a confirmed positive, adulterated, substituted or invalid drug test result, the MRO will contact the applicant or Associate by telephone at the numbers listed on the custody and control form. Applicants and Associates should promptly cooperate with the MRO.

8. The MRO shall advise Randstad if an applicant or Associate 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 Randstad. If the applicant or Associate 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 Associate does not provide a legitimate medical explanation for an adulterated or substituted test result, the MRO will report to Randstad that the applicant or Associate has refused to take a drug test. Invalid test results will be canceled and, depending on the circumstances, may subject an applicant or Associate to additional testing.

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

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

**Crimes involving drugs.** Associates who are convicted of, plead guilty to (including a plea of nolo contendere or no contest), or are sentenced for a crime involving illegal drugs must report the conviction, plea or sentence to their manager or HR Support Center (1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or use the "Let's Chat" icon on your desktop) within five (5) days after such conviction, plea or sentence. If an Associate who is convicted of, pleads guilty to or is sentenced for a crime involving illegal drugs in the workplace performs work directly relating to Randstad's contracts or grants with a state or the federal government, Randstad will report such conviction, plea or sentence to the appropriate agency within ten (10) days after it receives notice.

## Consequences

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

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

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



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

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

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

## **9.8 RANDSTAD SOCIAL FUNCTIONS**

At certain times during the year, Randstad, its customers, and/or its suppliers may hold work-related social functions organized for the enjoyment of staff. These functions may be held on Randstad's premises or at another venue. Clients, suppliers, and other business colleagues may sometimes attend these functions. Randstad's Associates are reminded that these functions require a degree of responsibility that is consistent with the high standards of behavior and professionalism on which Randstad prides itself. Randstad expects its Associates to act in a professional manner at these functions and to remember that all Randstad policies apply to those functions as well, including, but not limited to, Randstad's policy regarding EEO and workplace harassment, Randstad's rules of conduct as noted in this Handbook, and Randstad's Drug and Alcohol Policy.

Randstad supports practices that emphasize a Social Host's responsibility to plan social functions in a way that provides a safe setting for our Associates and guests. We aim to make a conscientious effort to ensure all attendees demonstrate appropriate behavior, demeanor and consumption of alcoholic beverages. Furthermore, hosts, whether Operating Company Leaders, managers or individual Associates, are held responsible for taking measures to discourage alcohol abuse at their social functions. Finally, hosts should plan social functions in a manner that takes into account the surrounding setting, type of guests, and/or visitors, clients' and individual/Associate safety.

Randstad formulated this policy to act as a guideline that is intended to help hosts understand what their responsibilities are specifically. The responsibility for providing an appropriate and safe atmosphere for Randstad parties falls on the manager and/or person(s) sponsoring the event. Therefore, it should be noted that the guidelines listed below are intended to benefit the host and should be incorporated into the plans for the event/gathering in the spirit of Randstad's and Social Host's professional responsibility. Accordingly, hosts may wish to complement these guidelines by adding other measures for protecting the safety of their guests.

### **Rules and guidelines for social hosts**

Operating Company Leaders, managers and all Associates are responsible for upholding Randstad policy and ensuring no one becomes unruly, inappropriate or intoxicated. The purpose of this policy is to establish a reasonable, safe, and non-abusive atmosphere for Randstad social events and gatherings. The social host individual or Operating Company must never sell alcoholic beverages.

**Expectations for Food and Non-Alcoholic Beverages.** At all Randstad events where alcohol is present, a comparable supply of non-alcoholic beverages and food must be furnished which is openly displayed and readily available.

**Safe and Reasonable Environment.** The safety of employees and others is our chief concern. Social hosts are responsible for identifying a safe-ride plan for all events where alcohol is permitted. Arrangement of car services or shuttle buses must be made in accordance with the event. In connection with any Randstad-sponsored event or meeting at which alcohol is served, Associates who have consumed alcohol shall always have the option of taking a taxi or public transportation home at Randstad's expense – regardless of whether such offer is announced at the particular event in question.

**Individual Social Host Responsibilities.** The host must agree to monitor the event and ensure anyone that is observed or believed to be intoxicated is provided a free ride home or to their hotel. If anyone becomes disruptive or behaves in an unprofessional or inappropriate manner, they must be escorted out of the event, then provided transportation to their home or hotel. If they are Associates of Randstad, their immediate and next level managers must also be informed, along with Employee Relations being copied as well, either via e-mail, text or phone.

Hosts should make reasonable efforts to encourage moderation by their example and in-person when necessary. Again, they should make reasonable efforts to see that inebriated or intoxicated persons do not consume additional alcohol and are not allowed to drive. Hosts are responsible to ensure all Associates who are drinking alcoholic beverages are at least 21 years of age or older. Hosts should confirm the attending Associates age with Human Resources prior to the event. Guests and clients should be asked to ensure attendees are 21 years of age or older.

## **SECTION 10: ADDITIONAL POLICIES**

### **10.1 EMPLOYEE INFORMATION**

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

You are encouraged to regularly review Randstad's Intranet (Randstad Connect or Workplace) for information relevant to your employment, policies, new organizational initiatives, ideas and activities. Randstad's Intranet will be used as a primary communication tool. E-mail will also be utilized by Randstad as a mechanism for delivery of information on a more rapid basis.

### **10.2 BACKGROUND CHECKS**

Consistent with its commitment to safety and security, Randstad has established a Background Check protocol. Randstad will conduct background checks on Associates prior to employment or during the course of employment to the extent permitted by applicable law. Depending on all the facts and circumstances, refusal to submit to a required background check or dishonesty in answering questions related to relevant employment or criminal history may result

in withdrawal of a conditional offer of employment, removal from and/or ineligibility for a position, and/or termination of employment. A criminal conviction, however, will not necessarily be a bar to employment, unless applicable law, regulation, government contract/policy or licensing requirement prohibits the employment of an individual with a criminal conviction in the job for which you are applying.

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

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

### **10.3 EMPLOYMENT OF MINORS**

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

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

Relatives, family members, and/or romantic relations of Associates are generally not prohibited from seeking, obtaining, and/or continuing employment at Randstad so long as no conflict of interest or direct reporting and/or supervisory relationship is or would be created between such Associates. Also, Relatives, family members, and/or romantic relations of Associates who have the required qualifications and experience are encouraged to apply for positions at Randstad and will be considered equally with all other candidates and applicants. If an Associate is promoted, transferred, or inadvertently hired to a position, which creates a violation of this policy, or if two Associates become involved in a romantic relationship that creates a violation of this policy, the Associates must advise their manager and Employee Relations in writing of the relationship immediately.

### **10.5 SUPPORT OF NURSING MOTHERS**

Randstad provides a supportive environment to enable breastfeeding Associates to express milk during work hours. This includes a company-wide lactation support program administered by Human Resources. Breastfeeding Associates who choose to continue providing their milk for their infants after returning to work shall receive:

1. **Milk Expression Breaks** – Breastfeeding Associates are allowed to breastfeed or express milk during work hours using their normal breaks and meal periods. If additional time is required, Associates should speak with their manager or HR Support Center (1-877-601-7453 or [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com)) to arrange for make-up time, discuss accommodations or to determine if leave is available for such purpose.
2. **A Place to Express Milk** – A privation location (not a restroom) shall be available for Associates to

breastfeed or express milk. The room will be private and sanitary, located near a sink with running water for washing hands and rinsing out breast pump parts, and have an electrical outlet. If preferred, Associates may also breastfeed or express milk in their own private offices, or in other comfortable locations agreed upon in consultation with their manager and Employee Relations. Expressed milk may be stored in general company refrigerators or in an Associate's cooler.

3. **Education** – Prenatal and postpartum breastfeeding classes and informational materials are available for all parents, as well as their partners through our Employee Assistance Program.

Associates should contact their manager or HR Support Center (1-877-601-7453 or [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com)) immediately if they do not believe they are receiving the benefits to which they are entitled under this policy.

## **10.6 FINANCIAL RESPONSIBILITY AND AUTHORITY**

All funds received by an Associate on behalf of Randstad shall be received and held by the Associate in trust and the Associate shall account for and remit all such funds to Randstad.

You may have been given authority to make certain decisions about committing or spending Randstad funds or making contractual commitments on behalf of Randstad. The financial and other commitments you may be authorized to make on behalf of Randstad will depend on the nature of your role and the position. Prior to entering into any transaction, agreement, contract, verbal commitments, financial commitment, or arrangement on behalf of Randstad, you must make sure that you are authorized to enter into it. When in doubt, please contact your manager or next level manager. For financial commitments and contracts, there are approved sets of authority levels. Please contact Finance or Legal for guidance.

## **10.7 SOLICITATION AND DISTRIBUTION**

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

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

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

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

## **10.8 COPYRIGHT COMPLIANCE**

Randstad recognizes and respects intellectual property rights, including the use of copyright-protected works. Copyrights may cover a broad range of documents such as pictures, graphics, audio visual, 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. No Associate 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 e-mail 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.

## **10.9 BENEFITS PROGRAMS**

Randstad offers wide array of benefit programs through leading industry vendor partners to meet the needs of you and your family. The benefit offerings typically include medical, dental, vision, basic life, short- and long-term disability insurance, 401k retirement savings plan, Share Purchase Plan, and more. Randstad reserves the right to discontinue, modify, or replace any benefit programs, plans, or policies at any time. The specific terms and conditions of benefit programs may be covered by plan documents available through the Benefits Department. In the event of any conflict between applicable plan documents and the language in this Associate Handbook, the plan documents shall control. Questions about Associate benefits can be directed to Randstad's Benefits Department at 1-877-601-7453, by email to [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or use the "Let's Chat" function on your desktop.

## **SECTION 11: PAID TIME OFF**

### **11.1 PAID TIME OFF**

The Company encourages Associates to take time off each calendar year. This Paid Time Off (PTO) Policy applies to Associates of the Company and provides paid time away from work that may not be covered by other policies. For information regarding other types of leave for which you may be eligible, please see the **Leaves of Absence connect ite for Internal Associates**.

#### **I. Relationship to Other Policies and Benefits; Compliance with State/Local Laws**

This PTO policy interrelates with other Company policies. All Associates should carefully review the entire Associate Handbook for additional details on the interaction between the policies.

For Associates working in jurisdictions in which there is an applicable state or local law requiring mandated sick or safe leave, this PTO Policy is designed to meet or exceed the requirements of such laws. Associates are permitted to use all of their PTO hours for reasons covered by, and under the same conditions as set forth in, an applicable paid sick or safe leave law. Generally, if an Associate uses his or her PTO time for reasons not mandated by the applicable laws, additional paid sick or safe leave will not be provided. However, if the leave provisions mandated by an applicable law are more generous than the provisions of this Policy, then the Company will provide leave to the Associate consistent with such law. The Company prohibits retaliation against Associates who (1) request or use PTO for reasons covered by applicable state or local laws requiring mandated sick or safe leave or (2) otherwise exercise their rights under such laws.

This Paid Time Off Policy supersedes all prior PTO plans and/or policies that may be in effect. No one may make an exception to this PTO Policy without express written approval from the Benefits Executive Committee.

## II. Eligibility

All full-time (working 30 hours or more per week) and part-time (working between 20 hours and up to and including 29 hours per week) Associates are eligible for PTO pursuant to this Policy. Part-time Associates who work less than 20 hours per week are not eligible to accrue PTO; however, the Company will provide paid sick and safe leave to all eligible Associates as required by applicable state or local law. Also, any Part-time Associate who works less than 20 hours per week that worked more than 20 hrs at some point and accrued PTO at any time can still use their accrued/unused hours accordingly.

## III. Types of PTO

PTO provided by this Policy consists of (1) an Annual Allotment of PTO that may be used for vacation, sick and other personal purposes, (2) PTO on certain holidays observed by the Company, (3) PTO for a floating holiday for certain holidays not observed by the company and (4) up to 8 hours of PTO for volunteering with a charitable organization.

## IV. Calculation of PTO Payment Amount

In the case of a full-time Associate whose pay is expressed in terms of an annual salary, the payment amount for PTO will be calculated by taking the Associate's full-time annual base salary and dividing the annual base salary by 2080 to arrive at an hourly rate, or as otherwise required by applicable law. In the case of an Associate who is paid on an hourly basis, the payment amount for PTO will be calculated on the basis of the Associate's current hourly rate, or as otherwise required by applicable law.

## V. Annual Allotment of PTO

**Annual Allotment.** The Annual Allotment of PTO, defined in the table below, varies depending on whether you are employed as of January 1, your completed years of service for the Company, and whether you are a full-time or part-time Associate. For Associates employed as of January 1, they will be entitled to accrue the full Annual Allotment, as specified on the table below, over the course of the calendar year, subject to any Maximum Accrual cap. For Associates hired during the calendar year, the Annual Allotment is prorated based on the number of months remaining in the year from your date of hire. For example, to calculate the prorated Annual Allotment for a new full-time Associate, simply divide the Annual Allotment for an Associate with 0-3 years of completed service by 12 to get the monthly amount. Then, multiply that monthly amount by the number of complete months remaining in the calendar year after the date of hire.

**Accrual and Carryover.** Paid time off hours are earned each week for hours worked at a rate of 1/52 of their Annual Allotment, subject to any applicable Maximum Accrual Cap as set forth in this Policy. Associates on a leave of absence are not eligible to accrue PTO while they are not working.

- Associates Working in Alaska, California, Colorado, Montana, Nebraska and New York ("Designated States"): Any unused, accrued PTO hours will roll over from year to year, and Associates may continue to accrue PTO hours until they reach a Maximum Accrual (which is set forth below and is 1.5x their Annual Allotment). Once they reach their Maximum Accrual, PTO hours will not begin accruing again until hours are used and the balance falls below the Maximum Accrual.
- Associates Working Outside the Designated States: Unused, accrued PTO hours will roll over and may be used in the following calendar year up to a Maximum Carryover of 80 hours or the minimum required to comply with any applicable paid sick or safe leave law, whichever amount is higher. Any accrued but unused PTO in excess of the Maximum Carryover will be lost and will not carry over into the following calendar year,



unless prohibited by applicable law.

The Annual Allotment, Weekly Accrual and Maximum Carryover or Maximum Accrual of PTO for full-time and part-time Associates are described in the tables below.

#### Full-Time Associates

| Completed Service (Years) | Annual Allotment (Days) | Accrued/Week (Hours) | Maximum Carryover Outside Designated States (Hours) | Maximum Accrual Designated States (Hours) |
|---------------------------|-------------------------|----------------------|-----------------------------------------------------|-------------------------------------------|
| 0-3                       | 18                      | 2.77                 | 80 or as required by law                            | 216                                       |
| 4-8                       | 23                      | 3.54                 | 80 or as required by law                            | 276                                       |
| 9-15                      | 28                      | 4.31                 | 80 or as required by law                            | 336                                       |
| 16+                       | 33                      | 5.08                 | 80 or as required by law                            | 396                                       |

#### Part-Time Associates

| Completed Service (Years) | Annual Allotment (Days) | Accrued/Week (Hours) | Maximum Carryover Outside Designated States (Hours) | Maximum Accrual Designated States (Hours) |
|---------------------------|-------------------------|----------------------|-----------------------------------------------------|-------------------------------------------|
| 0-3                       | 9                       | 1.38                 | 80 or as required by law                            | 108                                       |
| 4-8                       | 12                      | 1.85                 | 80 or as required by law                            | 144                                       |
| 9-15                      | 14                      | 2.15                 | 80 or as required by law                            | 168                                       |
| 16+                       | 17                      | 2.61                 | 80 or as required by law                            | 204                                       |

## VI. Use of PTO

**Advancing of PTO.** Generally, Associates are permitted to use available PTO only as it accrues. However, in some circumstances, eligible Associates, who do not already have a negative PTO balance, may not have to wait until they accrue PTO before being able to use it. They still must follow the provision below on Scheduling and Using PTO.

Associates may be able to use up to 40 hours of PTO before they actually accrue it for vacation purposes, but only if they have prior approval from their manager and subject to the business needs of the Company. When PTO is advanced, the Associate has been overpaid for time away from work and goes into a negative PTO status which will be reflected on their pay stubs until the Associate accrues the PTO already taken. If you are in such negative PTO status due to vacation purposes when you leave the Company, the Company will deduct any negative PTO balance from any compensation owed to you upon termination to the extent permitted by applicable law. By taking PTO prior to having accrued it, you authorize the Company to deduct any negative PTO balance from any compensation owing to you for any reason to the extent permitted by law.

Associates also are permitted to use up to 40 hours of PTO before they actually accrue it and without obtaining manager pre-approval if the reason for PTO use is due to the Associate or his/her family member's sickness or is another qualifying reason for leave under an applicable paid sick or safe leave law. If PTO is taken for such a qualifying purpose before it is accrued and the Associate leaves the Company before the used PTO was accrued, the Company will not seek to recover the negative PTO balance attributed to this PTO usage.

**Reasons for Use.** Eligible Associates may use PTO for vacation, sick, or personal purposes, and for any purpose covered by an applicable sick or safe time law, including but not limited to the following:

- The Associate's own mental or physical illness, injury, or health condition; need for medical diagnosis, care or treatment of an illness, injury, or health condition; need for preventive medical care; or routine medical appointments (including time spent traveling related to the purpose for which the time was taken);
- Care of a covered family member with a mental or physical illness injury, illness, or health condition; care of a covered family member who needs medical diagnosis, care or treatment (including to care for a family member with an illness or condition requiring home care), preventive medical care; or routine medical appointments (including time spent traveling related to the purpose for which the time was taken);
- Closure of the Associate's place of business or child's school or place of care by order of a public official (e.g. due to a public health emergency) or other unexpected closure (e.g. inclement weather, loss of power/heat);
- Care of the Associate or a covered family member when it has been determined by health authorities or by a health care provider that the individual's presence in the community may jeopardize the health of others due to exposure to a communicable disease (whether or not the individual actually has the disease) or where an Associate is excluded from the workplace for health reasons under law or rule;
- Certain absences related to domestic violence/abuse, family offense, sex offense/sexual violence/assault, harassment, abuse, stalking, or human trafficking of the Associate or the Associate's family member;
- Organ or bone marrow donation;
- Maternity or paternity leave, including leave (1) for the birth of a child or for the placement of a child with the Associate for adoption or foster care; or (2) to care for a newborn, newly adopted, or newly placed child within one year of birth, adoption, or placement;
- Time needed by the Associate in connection with the Associate's child's school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability; or
- Bereavement leave.

**Family Member.** When PTO is used for purposes of sick and safe leave absences, "family member" means:

- Regardless of age, a biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the Associate stands in loco parentis or an individual to whom the Associate stood in loco parentis when the individual was a minor, child for whom the Associate has legal or physical custody or guardianship or is a de facto parent, or a child for whom the Associate is the primary caregiver;
- Parent (biological, adoptive, foster, step, or de facto), legal guardian of an Associate or an Associate's spouse or domestic partner, or a person who stood in loco parentis when the Associate or the Associate's spouse or domestic partner was a minor child or served as primary caregiver of the Associate when the Associate was a minor child;
- Spouse (under the laws of any state), domestic partner, civil union partner, or life partner. If an Eligible San Francisco Employee does not have a spouse or registered domestic partner, the employee may designate one



person for whom the employee may use paid sick leave to provide aid or care ("Designated Person"). Newly hired Eligible San Francisco Employees have 10 workdays to make this designation. All other Eligible San Francisco Employees may make or change their designation once annually during the Company's annual open enrollment period;

- Grandparent (biological, adoptive, foster, or step) of the Associate or the Associate's spouse or domestic partner; spouse, domestic partner, or civil union partner of a grandparent of the Associate; grandchild (biological, adoptive, foster, or step) of the Associate or the Associate's spouse or domestic partner;
- Sibling (biological, adoptive, foster, or step) of the Associate or the Associate's spouse, domestic partner, or civil union partner; sibling's spouse;
- Members of the Associate's household;
- Any other individual related by blood or affinity whose close association with the Associate is the equivalent of a family relationship;
- When an Associate uses PTO for safe leave purposes, a person with whom the Associate has a dating relationship;
- Any individual for whom the Associate has received oral permission from the Company to care for at the time of the Associate's request to make use of PTO for sick leave purposes;
- A person for whom the Associate is responsible for providing or arranging health- or safety-related care; and
- Any other person allowed by applicable law.

**Scheduling and Using PTO.** Each Associate is responsible for recording the in and out times and dates of any PTO taken consistent with the Timekeeping Policy.

Use of PTO taken for vacation purposes is subject to the business needs of the Company, requires at least 2 weeks prior written notice to a manager, and manager pre-approval.

If a sick or safe leave law applies to the Associate, the Associate is permitted to take leave for all the reasons provided in that law and consistent with the notice requirements, if any, of that law. To the extent permitted by applicable law, Associates are expected to provide their manager with at least 7 days prior written notice of PTO for a qualifying sick or safe leave purpose, unless the reason for PTO is unforeseeable, in which case the Associate should provide as much notice as is practicable. To the extent permitted by applicable law, managers may require Associates to provide documentation demonstrating that the PTO was or will be taken for a purpose covered by an applicable sick or safe leave law, and failure to provide such documentation may lead to a denial of the request to use PTO or treatment of the absence as an unexcused absence.

The Company will maintain the confidentiality of any information provided by the Associate regarding the use of PTO for a sick or safe leave purposes, including but not limited to health or medical information regarding the Associate or a family member and any information related to domestic violence, sexual assault, stalking, or human trafficking, and will not disclose such information to others without the Associate's permission.

**Increments of Use.** Associates may use PTO in minimum increments of 1 hour.

**Misuse.** Misuse of PTO may result in disciplinary action, up to and including termination of employment.

**Reconciliation of PTO upon Termination.** If your employment with the Company ends, regardless of whether you leave voluntarily or involuntarily, and you have accrued more PTO than you have used, the Company will pay you for your remaining PTO balance of accrued but unused PTO.

## VII. Paid Holidays

**Designated Core Holidays.** The Company observes eight (8) designated core holidays during each calendar year. Subject to the terms of this Policy, Associates who do not work on the following days will be paid for up to 8 hours: New Year's Day, Dr. Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

If you are asked to work on a designated core holiday, you will be paid for all hours actually worked. In addition, you and your manager can pick a later date to use as your designated core holiday, provided that it meets the following requirements:

- Shall be equivalent to the number of holiday hours for which you are eligible;
- Must be taken within 1 month following the day worked on the official holiday; and
- Shall be paid at your then regular base hourly rate.

**Floating Holidays.** Effective January 1, 2022, eligible Internal Associates will receive one (1) floating holiday per year in addition to the designated core holidays, described above. This floating holiday may be used for one of the following pre-identified holidays listed below (including religious or cultural holidays, employee birthday, or other state or federal holidays during which the Company remains open).

|                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Chinese/Korean/Vietnamese New Year (2/1/22)</li> <li>• President's Day (2/21/22)</li> <li>• Start of Ramadan (4/1/22)</li> <li>• Good Friday (4/15/22)</li> <li>• Passover (4/15/22)</li> <li>• Eid al-Fitr (5/3/22)</li> </ul> | <ul style="list-style-type: none"> <li>• Cinco de Mayo (5/5/22)</li> <li>• Juneteenth (6/19/22)</li> <li>• Eid al-Adha (7/10/22)</li> <li>• Rosh Hashanah (9/26/22)</li> <li>• Yom Kippur (10/5/22)</li> <li>• Columbus Day (10/10/22)</li> <li>• Indigenous Peoples' Day (10/10/22)</li> </ul> | <ul style="list-style-type: none"> <li>• Diwali (10/24/22)</li> <li>• Veterans' Day (11/11/22)</li> <li>• 1<sup>st</sup> Day Hanukkah (12/18/22)</li> <li>• Christmas Eve (12/24/22)</li> <li>• Kwanzaa (12/26/22)</li> <li>• New Years' Eve (12/31/22)</li> <li>• Employee's Own Birthday</li> </ul> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*\* If you require another day to be used for religious observance that is not listed above, you may email [benefitscompliance@randstadusa.com](mailto:benefitscompliance@randstadusa.com) for consideration.*

The floating holiday is available for use at the beginning of each calendar year for current eligible Internal Associates and upon hire for an eligible Internal Associate who is hired before the end of the calendar year. Associates must contact their immediate supervisor to specify which one of the pre-identified holidays above that they intend to use as their one floating holiday. Use of a floating holiday is subject to advance approval by an Associate's immediate supervisor.

**Terms of Designated and Floating Holidays.** If a designated core or floating holiday falls on a Saturday or Sunday, the preceding Friday or subsequent Monday, respectively, will be designated as the paid holiday. Unlike the PTO described above in Sections V and VI, designated core and floating holidays are not accrued, carried over, advanced, or paid upon termination, and can only be used for the limited days as described above. Floating and designated core holidays will be paid in accordance with this Paid Holidays section.

Eligible Associates must be at work or on approved PTO on each of the regularly scheduled work days immediately before and after the designated core and floating holiday in order to be paid for it. Associates will only be paid for the hours they would have been regularly scheduled to work up to a maximum of 8 hours for the paid holiday.

### **VIII. Volunteer Day**

Community involvement is an integral part of our Company culture. To help make a difference in your world and the world of our communities, the Company provides Associates with up to 8 hours each calendar year to volunteer their time to a Company-approved charitable organization or event. Associates who choose to volunteer their time will be paid the number of hours they would otherwise be regularly scheduled to work on such day, subject to management approval and the guidelines set forth below. Associates will not be reimbursed for any expenses related to the Volunteer Day.

Unlike the PTO described above in Sections V and VI, the Volunteer Day is not accrued, carried over, advanced, or paid upon termination, and can only be paid in accordance with this Volunteer Day section. At all times, the Company has the ability and sole discretion to deny requested volunteer time off under this Policy.

**Charitable Organizations or Events.** Qualifying time off must generally be selected from an IRS approved 501(c)(3) tax exempt charitable organization. Where the organization is not a traditional 501(c)(3) entity, the entity or activity may nonetheless fit the spirit and intent of the Policy. Examples include:

- Nonprofit civic agencies such as a nonprofit fire department or community library.
- Public or private schools.
- Municipal entities and/or community-related volunteer activities.
- Charitable programs coordinated through religious organizations, such as free meals programs, emergency housing assistance, or disaster relief efforts.benefits

In unique circumstances (i.e., local catastrophic events such as flooding, fires, etc.) managers may approve the time off for the purpose of assisting the community in local clean-up and/or recovery and rebuilding efforts.

**Organizations and Activities that Do Not Qualify for Time Off.** The Company retains sole discretion to determine whether an organization and/or activity qualifies for time off under this Policy. Examples of organizations and activities that are excluded from coverage under this Policy include:

- Volunteer activities that occur outside of the Associate's scheduled work hours. Paid time off means the Associate will not be financially penalized for work hours that were dedicated to an approved volunteer activity. It does not allow an Associate to be paid for volunteer hours that are outside of or in addition to their regularly scheduled work hours.
- Fraternal or professional associations.
- Purely religious activities or political activities (such as political campaigns or lobbying).
- Activities that represent a conflict of interest for the Company or that are inconsistent with the Company's Equal Employment Opportunity Policy.
- Activities in which the Associate receives any monetary compensation or gift of significant value for his/her service (de minimis gifts such as t-shirts, cups/mugs, etc., will not be considered compensation under this

Policy).

- Court-required community service.
- Events where the Associate is merely serving as an attendee. The Associate must serve in a volunteer capacity to be eligible for paid time off.

**Requesting Volunteer Day Time Off.** Volunteer Day time off must be approved in advance with your manager and typically must be requested at least 2 weeks prior to the time off (exceptions may be made for emergency situations such as a natural disaster). Your request for Volunteer Day time off may be denied based on business needs, if the activity conflicts with peak work schedules or work related responsibilities, creates a need for overtime, causes conflicts with other Associates' schedules, or does not meet the guidelines within this Policy. Approval is at the discretion of the Associate's manager and Community Outreach.

The Company reserves the right to request documentation verifying volunteer hours for qualifying organizations. Time submitted for volunteer hours may be denied if documentation is requested and not provided or is determined to be invalid.

To request a Volunteer Day, please contact your manager as well as [rus-communityoutreach@randstadusa.com](mailto:rus-communityoutreach@randstadusa.com) directly. If approved and taken, you will need to enter the hours in the time entry system. On the time entry screen, use the time code "Volunteer" and enter the start and end times up to a maximum of 8 hours.

## 11.2 PAID PARENTAL LEAVE FOR PARENTS/GRANDPARENTS

**Paid Parental Leave for Parents.** Randstad provides eligible Associates with up to thirty (30) days of paid parental leave following the birth of a child, the placement of a child for adoption, or for a newly fostered child. The purpose of this policy is to enable Associates to care for and bond with a newborn, newly adopted, or newly placed child. This policy will be in effect for births, adoptions or placements of foster children occurring on or after January 1, 2022.

**Paid Parental Leave for Grandparents.** Randstad provides eligible internal associates with up to ten (10) days of paid parental leave following the birth of a grandchild, the placement of a grandchild for adoption, or for a newly fostered grandchild. The purpose of this policy is to enable Associates to care for and bond with a newborn, newly adopted, or newly placed grandchild. This policy does not apply to external, billable employees ("Talent") of Randstad, and Talent are not eligible for any benefits under this paid parental leave policy. This policy will be in effect for births, adoptions, or placements of foster grandchildren occurring on or after January 1, 2022.

**Eligibility.** All full-time Associates (working 30 hours or more per week) and part-time Associates (working between 20 and 29 hours per week) who have been employed with the company for at least six (6) months are eligible for the paid parental leave set forth under this policy. Part-time Associates who work less than 20 hours per week are not eligible for paid parental leave under this policy.

**Usage for Parents.** Eligible Associates may take thirty (30) days of paid leave within a 12-month period for the following reasons:

- For the birth of an Associate's child or to care for the newborn child
- For the placement of a child under the age of 18 with an Associate for adoption or foster care or to care for the newly placed child

**Usage for Grandparents.** Eligible Associates may take ten (10) days of paid leave within a 12-month period for the following reasons:

- For the birth of an Associate's grandchild or to care for the newborn child
- For the placement of an Associate's grandchild under the age of 18 for adoption or foster care or to

care for or on bond with the newly placed grandchild.

Please note that paid parental leave is not available when a child is not newly matched for adoption. For example, the adoption of a child by a new spouse is excluded from this policy. All paid leave taken under the policy must be taken within twelve (12) months following the birth or placement of the new child or grandchild. Leave taken under this policy must be taken in one continuous period of leave during the 12-month timeframe in increments of full weeks. Unless otherwise required by applicable law, no intermittent leave is permitted. Paid Parental leave will run concurrently with FMLA and any state leaves in accordance with and where permissible under applicable law.

**Notice & Required Documentation.** If the need for leave is foreseeable, an Associate must provide at least 30 days' advanced notice. If the need for leave is not foreseeable, the Associate must provide notice as soon as practicable under the circumstances. Associates when using paid parental leave in conjunction with FMLA and/or company/state disability must complete all necessary forms and provide all requested documentation to substantiate the request for leave under FMLA and/or company/state disability policies.

All requests for FMLA and/or company/state disability leaves should be initiated through the Reed Group. The ReedGroup, Randstad's Third Party Administrator, can be contacted by calling 1-855-249-6323. Failure to provide requested documentation or provide the required advanced notice may result in postponement or denial of the requested leave.

**Return to Work.** Associates who are not approved for any other type of leave offered by the Company must return to work following expiration of their approved parental leave. In the event an Associate does not report to work on the first day following expiration of the approved parental leave and has not been approved by the Company for another type of leave, he or she will be subject to immediate discipline, including immediate termination of employment.

If the Associate is taking paid parental leave right after their short term disability ends, the associate must submit a return to work form before the paid parental leave can be paid.

**Pay & Benefits During Leave.** Associates paid on an hourly basis will receive payment based on the regular straight time hourly rate in effect at the time leave is taken. In the case of a full-time Associate whose pay is expressed in terms of an annual salary, the hourly pay will be calculated by taking the Associate's full-time annual base salary and dividing the annual base salary by 2080 to arrive at an hourly rate. The Company will maintain all benefits for Associates during the paid parental leave period just as if they were taking any other paid leave such as paid time off.

Employees must use any Paid Parental Leave time while taking unpaid FMLA leave. The employee's Paid Parental Leave, accrued and unused PTO or state and local paid sick leave will be substituted for unpaid leave and run concurrently with the FMLA leave, to the extent permitted by federal and state law.

The Company will maintain all benefits for Associates during the paid parental leave period just as if they were taking any other paid leave such as paid time off. Please note that associates are not eligible to accrue PTO while on a leave of absence including Paid Parental Leave.

**Additional Information.** Associates should contact the Leaves of Absence Team in the event they have any questions about this paid parental leave policy. Associates may be eligible for other forms of leave (paid or unpaid) under applicable law and/or other Company policies. For additional information about leave rights, please contact the Leaves of Absence Team. Associates may also refer to the Company's leave policies in the Associate Handbook, the Paid Time Off Policy and the Personal Leave of Absence Policy. The information contained in this Handbook is only summary of Randstad's Paid Parental Leave policy. The complete copy of the Paid Parental Leave for Parents & Grandparents policy can be found on the Benefits Department's page on Randstad Workplace and on Randstad Connect. The information can also be found on the Leave of Absence Microsite.

## SECTION 12: LEAVES OF ABSENCE

Randstad recognizes the need for employees to be away from work for medical or other reasons. A leave of absence (LOA) is an approved period of time away from work. An LOA can be initiated by the employee, a family member or his/her manager.<sup>1</sup> This policy outlines the types of LOA available to employees, the general eligibility requirements for each type of LOA and the procedures to request such LOA. A LOA is in addition to any Paid Time Off (PTO) or any state or local paid sick leave for which employees may be eligible, but to the extent permitted by applicable law, PTO or sick leave is substituted for unpaid leave and runs concurrently with the LOA.

In this policy, the term “employees” means both Randstad Associates (internal employees of Randstad) and Talent (external, billable employees of Randstad). Note that some provisions of this policy apply only to Associates or Talent. Where such differences exist, the term “Associate” or “Talent” is used.

**Important Contacts.** For any questions concerning this policy, you may contact (1) Randstad’s Benefits Department at 1-855-594-6213 or [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com), (2) Randstad’s Leave of Absence Team at [RUS-leaves@randstadusa.com](mailto:RUS-leaves@randstadusa.com), or (3) the ReedGroup, Randstad’s Third Party Administrator, at 1-855-249-6323.

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

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

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

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

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

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



or aggravated by service, in the line of duty while on active duty (also known as "Military Caregiver Leave").

For more information on Qualifying exigencies and/or Military Caregiver Leave (Reasons for Leave numbered 5 and 6, above), please contact the Leaves of Absence Team for a copy of 'The Employee's Guide to Military Family Leave Under the Family and Medical Leave Act' or obtain a copy directly at

[https://www.dol.gov/whd/fmla/2013rule/FMLA\\_Military\\_Guide\\_ENGLISH.pdf](https://www.dol.gov/whd/fmla/2013rule/FMLA_Military_Guide_ENGLISH.pdf)

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

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis<sup>2</sup> who is either (i) under 18 years of age, or (ii) 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. However, for purposes of the military family leave provisions (i.e. Reasons for Leave numbered 5 and 6, above), a child may be of any age.

2. "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either inpatient care (such as an overnight stay in a hospital or other medical care facility), or continuing treatment by a healthcare provider. The FMLA does not apply to routine medical examinations, such as a physical or to common medical conditions, such as an upset stomach, unless complications develop.

3. "Continuing treatment" includes the following: (a) a period of incapacity of more than three consecutive full calendar days combined with one of the following: (i) at least two visits to a healthcare provider generally within 30 days, the first of which must occur within 7 days of the first day of incapacity; or (ii) one visit to a healthcare provider for treatment within 7 days from the first day of incapacity which results in a regimen of continuing treatment under the supervision of the health care provider; (b) a period of incapacity due to pregnancy or for prenatal care; or (c) a period of incapacity due to a chronic serious health condition. A "chronic serious health condition" is one which requires visits to a health care provider at least twice a year and recurs over an extended period of time.

4. "Incapacity" means an inability to work, including being unable to perform any one of the essential functions of the employee's position, or inability to attend school or perform other regular daily activities due to the serious health condition, treatment for it or recovery from it. Other treatments may also meet the definition of continuing treatment.

5. "Qualifying exigencies" include: (1) Short Notice Deployment (limited to seven or less calendar days prior to the date of deployment); (2) Military Events and Related Activities; (3) Childcare and School Activities; (4) Financial and Legal Arrangements; (5) Counseling; (6) Rest and Recuperation (limited to five days of leave for each instance up to a maximum of 12 weeks in a 12-month period); (7) Post-Deployment Activities; (8) Parental Care; and (9) Additional Activities (if agreed upon by Randstad and the employee).

**No Limitation on Rights.** This FMLA policy complies with the FMLA, a federal law, but does not specifically incorporate any comparable state family and medical leave laws that may provide for more leave or broader protections. If you live in a state that has a comparable state family and medical leave law, you should be aware that

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



nothing in this policy limits your rights under that state law. If any leave you take qualifies as leave under both the FMLA and the comparable state law, then the leave will be counted under both statutes and run concurrently unless prohibited by state law. In all cases, you will have the benefit of the most generous leave statute available to you, subject only to your satisfaction of the particular eligibility, notice and certification requirements. Also, nothing in this FMLA policy limits any employee leave rights under Randstad's Military Leave Policy, in accordance with applicable federal or state law. Contact the Leaves of Absence Team for further details.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. An employee must verbally notify Randstad of the need or request to take leave under the FMLA by contacting ReedGroup, Randstad's Plan Administrator, at 1-855-249-6323. The employee is also encouraged to contact the Leaves of Absence Team (see the "Important Contacts" section at the beginning of this policy) to advise of the need for leave and to request to take leave under the FMLA.
  - a. When the leave is foreseeable, for example, in childbirth or placement of a child, or for planned medical treatment due to the serious health condition of an employee or family member or due to a covered service member's serious injury or illness, the employee must provide Randstad (through ReedGroup) with at least 30 days advance notice. When 30 days advance notice is not possible, or the approximate timing of the need for leave is not foreseeable, the employee must provide notice of the need for leave as soon as practicable under the facts and circumstances of the particular case.
  - b. When leave is foreseeable due to a qualifying exigency arising from a family member's call to active duty, the employee must provide as much notice as is practicable to Randstad (through ReedGroup) regardless

of how far in advance such leave is foreseeable. When the timing of the leave is not foreseeable, the employee must provide Randstad (through ReedGroup) with notice of the need for leave as soon as practicable.

- c. In all cases, an employee must comply with this policy's procedures for requesting leave, except when extenuating circumstances exist that temporarily prevent the employee's compliance (e.g., coma or severe injury). In such extenuating circumstances, notice may be given by the employee's spokesperson (e.g. spouse, adult family member, or other responsible party) to Randstad by contacting ReedGroup.
- d. Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy.
- e. Employees must respond to Randstad's and/or ReedGroup's questions to determine if absences are potentially FMLA-qualifying.

2. Upon notice to Randstad by the employee, ReedGroup will notify the employee as to whether he/she is eligible for FMLA leave and about his/her rights and responsibilities under the FMLA.

3. If the employee meets the eligibility requirements, and if the leave is related to a serious health condition, qualifying exigency or a covered service member's injury or illness, ReedGroup will provide a certification form to be completed and returned within 18 calendar days of the employee's receipt, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts (in which case the certification form must be returned as soon as it does become reasonably possible for the employee to do so). It is the employee's responsibility to provide timely, complete and sufficient certifications. If Randstad determines that no extenuating circumstances exist to justify the employee's failure to provide the required documentation supporting the need for leave within the 18-day period, the employee's request for FMLA leave will be denied.

- a. It is the employee's responsibility to review the certification forms from ReedGroup and provide timely, complete and sufficient certifications. If the employee returns a certification form that is incomplete or insufficient, the employee will be given 7 calendar days to correct the deficiency. An employee's FMLA leave request will be denied if the employee fails to timely cure deficiencies or otherwise fails to timely submit requested certifications.
- b. With the employee's permission, Randstad (through individuals other than an employee's direct supervisor) may contact the appropriate health care provider to authenticate or clarify completed and insufficient medical certifications. If an employee chooses not to provide Randstad with authorization allowing it to clarify or authenticate certifications with health care providers, Randstad may deny FMLA leave if certifications are unclear.

4. Randstad has the right to obtain a second medical opinion, at its expense, to substantiate an employee's request for leave. If the opinions of the initial and second medical opinions differ, Randstad may, at its expense, require an employee to obtain a third, final and binding certification from a medical provider designated or approved jointly by Randstad and the employee.

5. Depending on the circumstances and duration of the FMLA leave, Randstad may require employees to provide recertification of medical conditions giving rise to the need for leave. Randstad will notify employees if recertification is required and will give employees at least 15 calendar days to provide the required medical recertification.

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

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

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

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

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

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

#### **Relationship to Paid Time Off and Disability Benefit Payments.**

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

1. Employees are not eligible to accrue PTO while on unpaid FMLA leave of absence.
2. Employees must use any accrued PTO while taking unpaid FMLA leave. The employee's accrued and unused PTO or state and local paid sick leave will be substituted for unpaid leave and run concurrently with the FMLA leave, to the extent permitted by federal and state law.
3. For FMLA leave taken due to the employee's own serious health condition, the employee may qualify to receive the payment of benefits under a Short Term Disability (STD) or Long Term Disability (LTD) program for which the employee may be eligible, including state disability programs. Employees may elect to supplement any STD

benefit payments with accrued but unused PTO, in accordance with the applicable STD program plan documents. Employees should refer to the applicable STD plan for additional information setting forth the terms, conditions and requirements of any applicable STD benefit program.

4. In the event the employee exhausts all PTO and does not qualify for STD benefits, the remainder of the FMLA leave will be unpaid.

5. Employees are not able to use any advanced accrued PTO while on an approved leave of absence in accordance with the PTO policy.

For questions related to PTO accrual while on leave or using PTO while on leave, please contact [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or Randstad's Leaves of Absence Team.

### **Relationship to Benefits.**

1. Retirement Benefits: Vesting in both the Randstad Professionals Group 401(k) and Deferred Compensation Plans and the Randstad General Staffing 401(k) and Deferred Compensation Plans will continue in accordance with the applicable plan provisions for employees who are eligible for and enrolled in such plans.

2. Health and Welfare Benefits:<sup>3</sup> Employees on FMLA leave will continue participating in any Randstad Health and Welfare benefits in which they were participating prior to the commencement of the leave, so long as the employee portion of the premium payment is remitted to Randstad in a timely manner.

- a. If the employee receives PTO while on FMLA leave, Randstad will automatically deduct premium payments for all health and welfare benefits as regular payroll deductions from those payments.
- b. If the employee receives disability benefit payments while on an FMLA or Disability Leave, benefits will automatically deduct for most health and welfare benefits from the disability benefit payment where applicable.
- c. If an employee's leave is unpaid, he or she must continue to pay the employee portion of the group health and welfare premium payments during the period of leave through a "pay-as-you-go" method.

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

- Integrity Line: 1-866-250-6706
- Webpage: [www.speakupfeedback.eu/web/integrityatrandstad/us](http://www.speakupfeedback.eu/web/integrityatrandstad/us)
- Access Code: 42115 (needed for both phone and web)

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

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

during the FMLA leave.

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

## **12.2 DOMESTIC PARTNER FAMILY MEDICAL LEAVE (DPFML) POLICY AND PROCEDURES**

**Eligibility to Take DPFM Leave.** Employees are eligible for leave under DPFML if they have worked for Randstad:

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

**Reasons for DPFM Leave.** Associates who qualify for DPFM leave are permitted to take an unpaid leave of absence under for the following circumstances:

1. When an employee is needed to care for his or her domestic partner with a serious health condition;
2. Qualifying exigency arising out of the fact that an employee's domestic partner is a member of the Armed Forces (including the National Guard and Reserves) and is on covered active duty (referring generally to deployment to a foreign country) or has been notified of an impending call or order to covered active duty; and/or
3. To care for an employee's domestic partner who is a covered service member of the United States Armed Forces (including the National Guard or Reserves) with a serious injury or illness incurred, or aggravated by service, in the line of duty while on active duty.

### **DPFML Definitions:**

1. "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either inpatient care (such as an overnight stay in a hospital or other medical care facility), or continuing treatment by a healthcare provider. DPFML does not apply to routine medical examinations, such as a physical or to common medical conditions, such as an upset stomach, unless complications develop.
2. "Continuing treatment" means the following: (a) a period of incapacity of more than three consecutive full calendar days combined with one of the following: (i) at least two visits to a healthcare provider generally within 30 days, the first of which must occur within 7 days of the first day of incapacity; or (ii) one visit to a healthcare provider for treatment within 7 days from the first day of incapacity which results in a regimen of continuing treatment under the supervision of the health care provider; (b) a period of incapacity due to pregnancy or for prenatal care; or (c) a period of incapacity due to a chronic serious health condition. A "chronic serious health condition" is one which requires visits to a health care provider at least twice a year and recurs over an extended period of time.
3. "Incapacity" means an inability to work, including being unable to perform any one of the essential functions of the employee's position, or inability to attend school or perform other regular daily activities due to the serious health condition, treatment for it or recovery from it.
4. "Qualifying exigencies" are: (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; or (8) Additional Activities (if agreed upon by Randstad and the employee).
5. "Domestic Partners" mean two individuals (a) who are in a duly registered a domestic partnership under the laws of any locality, county, or state; or (b) who: (1) are 18 or older, (2) are not married or in a domestic partnership



with anyone else, (3) are not related by blood, (4) share a common residence, (5) consider themselves to be members of each other's family, and (6) agree to be responsible for each other's basic living expenses.

**Duration of DPFM Leave.** Eligible employees may take up to 12 weeks of unpaid Domestic Partner Family Medical Leave or Family and Medical Leave during any rolling 12-month period for any qualifying reason for leave. The rolling period is measured backward from the date an employee uses any leave under the DPFM or FMLA.

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

1. Leave (i) to care for an employee's domestic partner, or (ii) to care for a covered service member domestic partner with a serious injury or illness when medically necessary; and
2. Leave because of a qualifying exigency due to the covered active duty or impending call to covered active duty of a domestic partner.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must make a reasonable effort to schedule the treatment so as to accommodate the needs of Randstad or any client to which the employee is assigned and not disrupt unduly Randstad or any such client's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the employee may be temporarily transferred to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave. When employees seek intermittent leave or a reduced work schedule for reasons unrelated to the planning of medical treatment, upon request, the employee must advise Randstad of the reason why such leave is medically necessary. In such instances, Randstad and the employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting Randstad or any affected client's operations.

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

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

1. An employee must verbally notify Randstad of the need or request to take leave under the DPFML by contacting ReedGroup, Randstad's Plan Administrator, at 1-855-249-6323. The employee is also encouraged to contact the Leaves of Absence Team (see the "Important Contacts" section at the beginning of this policy) to advise of the need for leave and to request to take leave under DPFML.
  - a. When the leave is foreseeable, for example, for planned medical treatment due to the serious health condition of a domestic partner, the employee must provide Randstad (through ReedGroup) with at least 30 days advance notice. When 30 days advance notice is not possible, or the approximate timing of the need for leave is not foreseeable, the employee must provide notice of the need for leave as soon as practicable under the facts and circumstances of the particular case.
  - b. When leave is foreseeable due to a qualifying exigency arising from a domestic partner's call to active duty, the employee must provide as much notice as is practicable to Randstad (through ReedGroup) regardless of how far in advance such leave is foreseeable. When the timing of the leave is not foreseeable, the employee must provide Randstad (through ReedGroup) with notice of the need for leave as soon as practicable.
  - c. In all cases, an employee must comply with this policy's procedures for requesting leave, except when extenuating circumstances exist that temporarily prevent the employee's compliance.
  - d. Employees must respond to Randstad's and/or ReedGroup's questions to determine if absences are potentially DFML-qualifying.



2. Upon notice to Randstad by the employee, ReedGroup will notify the employee as to whether he/she is eligible for DPFM leave and about his/her rights and responsibilities under DPFML.

3. If the employee meets the eligibility requirements, and if the leave is related to a serious health condition, qualifying exigency or a covered service member's injury or illness, ReedGroup will provide a certification form to be completed and returned within 18 calendar days of the employee's receipt, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts (in which case the certification form must be returned as soon as it does become reasonably possible for the employee to do so). It is the employee's responsibility to provide timely, complete and sufficient certifications. If Randstad determines that no extenuating circumstances exist to justify the employee's failure to provide the required documentation supporting the need for leave within the 18-day period, the employee's request for DPFM leave will be denied.

- a. It is the employee's responsibility to review the certification forms from ReedGroup and provide timely, complete and sufficient certifications. If the employee returns a certification form that is incomplete or insufficient, the employee will be given 7 calendar days to correct the deficiency. An employee's DPFM leave request will be denied if the employee fails to timely cure deficiencies or otherwise fails to timely submit requested certifications.
- b. With the employee's permission, Randstad (through individuals other than an employee's direct supervisor) may contact the appropriate health care provider to authenticate or clarify completed and insufficient medical certifications. If an employee chooses not to provide Randstad with authorization allowing it to clarify or authenticate certifications with health care providers, Randstad may deny DPFM leave if certifications are unclear.

4. Randstad has the right to obtain a second medical opinion, at its expense, to substantiate an employee's request for leave. If the opinions of the initial and second medical opinions differ, Randstad may, at its expense require an employee to obtain a third, final and binding certification from a medical provider designated or approved jointly by Randstad and the employee.

5. Depending on the circumstances and duration of the DPFM leave, Randstad may require employees to provide recertification of medical conditions giving rise to the need for leave. Randstad will notify employees if recertification is required and will give employees at least 15 calendar days to provide the required medical recertification.

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

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

**Failure to Return to Work Following DPFM Leave.** If the employee does not return to work following the conclusion of DPFM leave, and does not request a leave extension (and, when applicable, provide the required certification justifying the leave extension) and/or fails to satisfy Randstad's other requirements for an extension of leave, Randstad will provide a notice to the employee that he/she must return to work or risk termination (or be deemed a voluntary resignation) and the employee will be given a reasonable opportunity to respond. When an employee is deemed to have voluntarily resigned after a failure to return from an DPFM leave, Randstad may recover benefits premiums that Randstad paid on behalf of the employee during any unpaid DPFM leave, except that

Randstad's share of such premiums may not be recovered if the employee fails to return to work because of: (i) the continuation, recurrence or onset of either a serious health condition of the employee or employee's domestic partner, which would otherwise entitle the employee to leave under the DPFML or (ii) other circumstances beyond the employee's control. In such cases, Randstad may require a completed certification to substantiate the domestic partner's serious health condition, or the covered service member relative's serious injury or illness, or qualifying exigency.

**Advance Notification of Use of Intermittent DPFM Leave.** When using intermittent DPFM leave, whether foreseeable or unforeseeable, the employee must comply with any usual and customary notice and procedural requirements for notifying Randstad of the employee's absence, unless it is medically impractical or physically impossible for the employee to comply.

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

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

1. Employees are not eligible to accrue PTO while on unpaid DPFM leave of absence.
2. Employees must use any accrued PTO while taking unpaid DPFM leave. The employee's accrued and unused PTO or state and local paid sick leave will be substituted for unpaid leave and run concurrently with the DPFM leave, to the extent permitted by federal and state law.
3. Employees are not able to use any advanced accrued PTO while on an approved leave of absence in accordance with the PTO policy.

For questions related to PTO accrual while on leave or using PTO while on leave, please contact [hrrsupport@randstadusa.com](mailto:hrrsupport@randstadusa.com) or Randstad's Leaves of Absence Team.

### **Relationship to Benefits.**

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

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

- Integrity Line: 1-866-250-6706

- Webpage: [www.speakupfeedback.eu/web/integrityatrandstad/us](http://www.speakupfeedback.eu/web/integrityatrandstad/us)
- Access Code: 42115 (needed for both phone and web)

**Prohibition of Alternative Employment During DPFM Leave.** Engaging in gainful employment during an DPFM leave of absence is prohibited and will result in termination of employment as well as liability for reimbursement to Randstad of any premium payments that were made on the employee's behalf during the DPFM leave.

**Revisions to Policy; No Alteration of At-Will Employment.** This policy may be revised, suspended, or cancelled at any time, for any reason, with or without advance notice. Nothing in this policy alters the at-will nature of any employee's employment relationship with Randstad.

**Additional Information.** For further information or clarification about DPFM leave, please contact the Leaves of Absence Team.

### 12.3 DISABILITY COVERAGE

**Short-term disability.** When your own short-term disability (STD) prevents you from working, you may be eligible for payment or partial payment of STD benefits due to the STD. Please reference your STD plan documents for additional information regarding the terms, conditions and requirements of Randstad's Short Term Disability program and benefits that may be payable during the STD leave. Alternatively, please contact the Leaves of Absence Team to determine your eligibility. Leave due to a STD will run concurrent with any FMLA leave to which the employee may be entitled.

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

### 12.4 MILITARY LEAVE

Randstad provides eligible employees with Military Leaves of absence pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) (Military Leave). For more information on Military Leave, please refer to 'Your Rights Under USERRA' at [https://www.dol.gov/vets/programs/userra/USERRA\\_Private.pdf](https://www.dol.gov/vets/programs/userra/USERRA_Private.pdf) or contact the Leaves of Absence Team (see the "Important Contacts" section at the beginning of this policy) to request a copy.

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

1. "Service" means the performance of duty on a voluntary or involuntary basis including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, absence from work for an examination to determine a person's fitness for any of the aforementioned types of duty, funeral honors duty performed by National Guard or reserve members, duty performed by intermittent disaster response personnel for the Public Health Service and approved training for this service, and service as an intermittent disaster response appointee of the National Disaster Medical System.

2. "Uniformed Services" consist of the U.S. Army, U.S. Navy, U.S. Marine Corps, U.S. Air Force, U.S. Coast

Guard, or the Reserves of any such Uniformed Service, as well as the Army or Air National Guard, Commissioned Corps of the Public Health Service, a cadet or midshipman attending a military service academy (the United States Military, Naval, Air Force and Coast Guard Academies), or any other category of persons designated by the President in time of war or emergency.

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

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

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

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

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

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

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

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

1. For Service of 30 days or less.
  - a. Reporting to Work. Employee must report to work on the first regularly scheduled workday following the end of service, provided that the employee has had an allowance to travel home from the military duty location and a rest of 8 hours prior to commencing work. If, due to no fault of the employee, timely reporting back to work would be impossible or unreasonable, the employee must report back to work as soon as possible in light of the extenuating circumstances.
  - b. Documentation that must be submitted. None required. Simply notify your manager (in the case of Associates) or your Randstad Representative (in the case of Talent), or the Leaves of absence team (see the "Important Contacts" section at the beginning of this policy). Although not required, Randstad encourages employees to provide Randstad with copies of any military orders or similar documentation, if possible under the circumstances.
  - c. Retention. The employee may be discharged with or without cause at any time following reemployment/reinstatement.
  - d. Type of Job upon Reinstatement. Randstad will promptly reemploy the employee in the position he or she would have held had he or she remained continuously employed, so long as the employee is qualified for it or can become qualified for it after reasonable efforts by Randstad to qualify him or her. If the employee is not qualified for that job and cannot become qualified for it after Randstad makes reasonable efforts to qualify him or her, the employee will be returned to the position he or she held before commencing Military Leave. If the employee cannot become qualified for either of the above-described positions, the employee will be reinstated in a position that is the nearest approximation to the above-described positions that the employee is qualified to perform, with full seniority.
2. For Service between 31 through 180 days.
  - a. Reporting to Work. Employee must submit an application for reemployment with Randstad within 14 days of completion of Service. If submission of a timely application is impossible or unreasonable through no fault of the employee, the application must be submitted on the next first full calendar day when applying for reemployment becomes possible in light of the extenuating circumstances. The application must be submitted in writing to the Leaves of Absence Team and the employee's manager (in the case of Associates) or Randstad Representative (in the case of Talent).
  - b. Documentation that must be submitted. Prior to or upon reemployment, employee must provide documentation (in the form of active duty orders, military orders or similar documentation) to his or her manager (in the case of Associates) or Randstad Representative (in the case of Talent), or the Leaves of Absence Team. The documentation must demonstrate the timeliness of the employee's application for reemployment and must show the length and character of the military service. If documentation is not readily available, Randstad will not immediately deny reinstatement, but will require the employee to provide such documentation as soon as it becomes available. If documentation subsequently provided shows that one or more of the requirements for reemployment were not met, the employee will be subject to immediate (but not retroactive) discharge.

c. Retention / Protection from Discharge. The employee will not be discharged without cause for six (6) months from the date of reemployment/reinstatement.

d. Type of Job upon Reinstatement.

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

ii. If the leave is for 91 days or more, Randstad will promptly reemploy the employee in the job he or she would have had if he or she remained continuously employed, or a job of similar seniority, status and pay as long as the employee is qualified for the job or can become qualified after reasonable efforts by Randstad to qualify him or her. If the employee is not qualified for the job and cannot become qualified after reasonable efforts by Randstad to qualify him or her, Randstad will place the employee in the same job he or she held before leaving for military service, or, if qualified, in a position of like seniority, status, and pay. If the employee is not qualified for any such positions, Randstad will reemploy the employee in any other position that most nearly approximates the positions described in this paragraph that the employee is qualified, without loss of seniority.

3. For Service greater than 180 days (up to the 5 year cumulative maximum).

a. Reporting to Work. Employee must submit an application for reemployment no later than 90 days following the completion of Service.

b. Document that must be submitted. Same as those for Military Leave between 31 and 180 days. See subsection 2(b) above.

c. Retention / Protection from Discharge. The employee will not be discharged without cause for one year from the date of reemployment/reinstatement.

d. Type of Job Reemployment. Please see subsection 2(d)(ii) above.

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

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

**Exceptions to Reinstatement.** In addition to the employee's failure to provide advance notice that the employee is



leaving the job for Service in the Uniformed Services or the failure to apply for reinstatement in a timely manner, an employee is not entitled to reinstatement (as described above) if any of the following conditions exist:

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

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

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

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

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

**Paid Military Leave.** Randstad provides eligible Associates up to ten (10) days of paid military leave within the twelve (12) month calendar year (January 1 to December 31). This paid military leave policy will be in effect for Military leave beginning on or after July 1, 2019.



1. Eligibility: All Associates who have been employed with the company for at least six (6) months are eligible for paid military leave as set forth under this policy.
2. Usage: Eligible Associates may take up to ten (10) days of paid military leave within the calendar year for Service in the Uniformed Services (as such terms are defined under this Military Leave policy). Paid military leave may be taken intermittently, in full or partial day increments, not to exceed ten (10) days within the calendar year.
3. Notice: All requests for paid military leave should be initiated through Randstad's Leave of Absence team at [RUS-Leaves@randstadusa.com](mailto:RUS-Leaves@randstadusa.com). Associates requesting paid military leave must provide advance written notice of such request to the Leave of Absence team (preferably 30 days, when feasible) unless military necessity prevents the giving of advance notice or advance notice is impossible or unreasonable. To receive paid military leave, eligible Associates must submit written evidence of their military leave by providing copies of their military orders, training notices, or other similar documentation, as soon as available and, if possible, prior to the commencement of the leave, unless otherwise prohibited by applicable law.

**Pay and Benefits during Paid Military Leave:** Associates paid on an hourly basis will receive payment based on their regular straight time hourly rate in effect at the time their military leave is taken. In the case of an Associate whose pay is expressed in terms of an annual base salary, the hourly pay will be calculated by taking the Associate's annual base salary and dividing the annual base salary by 2080 to arrive at an hourly rate. Overtime pay, bonuses, commissions, shift premiums, stock awards, cash awards, etc., will not be included in the calculation of paid military leave. The Company will maintain all benefits for Associates during the paid military leave period. Accordingly, the Associate's applicable benefits and retirement plan deductions will continue during such period.

## Relationship to Benefits

1. Retirement Benefits: Vesting and accrual of benefits under the Randstad Professionals Group 401(k) and Deferred Compensation Plans and Randstad General Staffing 401(k) and Deferred Compensation Plans will continue in accordance with the applicable plan provisions for employees who are eligible for and enrolled in such plans. Any vested accrued benefits in the retirement plans that the employee was entitled to prior to the period of Military Leave remains intact whether or not the employee chooses to be reemployed following the Military Leave. If the employee receives PTO or paid military leave while on Military Leave, Randstad will automatically deduct the Retirement contributions from those payments.

2. Health and Welfare Benefits: Employees on a Military Leave have the option to continue participating in any Randstad-sponsored health and welfare benefits program in which they were participating prior to the commencement of the leave for up to 24 months, so long as they timely remit their portion of the premium payment to Randstad (see Benefit Premiums information below).

a. If an employee's Military Leave exceeds 24 months, or if after 30 days coverage ends due to non-payment of the employee premiums (whichever occurs first), the employee will be offered the opportunity to elect to continue healthcare coverage under COBRA.

b. Employees returning to employment following a Military Leave are eligible for healthcare coverage

immediately; they are not subject to waiting periods for healthcare coverage that might be required for new-hire employees.

3. Benefit Premiums:

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

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

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

- Integrity Line: 1-866-250-6706
- Webpage: [www.speakupfeedback.eu/web/integrityatrandstad/us](http://www.speakupfeedback.eu/web/integrityatrandstad/us)
- Access Code: 42115 (needed for both phone and web)

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

## 12.4(A) SPOUSE MILITARY RELOCATION LEAVE POLICY

Effective January 1, 2022, Randstad will provide eligible associates who are spouses of an active Military member up to five (5) days of relocation pay.

**Eligibility and Purpose of Spouse Military Relocation Leave.** The purpose of this policy is to provide eligible associates who are spouses of active military members paid time off to accommodate military relocation moves and transition assistance. All full-time Associates (working 30 hours or more per week) and part-time Associates (working between 20 and 29 hours per week) who have been employed with the company for at least six (6) months are eligible for the spouse military relocation leave set forth under this policy. Part-time Associates who work less than 20 hours per week are not eligible for spouse military relocation leave under this policy.

For purposes of this policy, the following definitions apply:

1. "Active Duty" Military means full-time duty in the active military service of the United States. Such term includes full-time training duty, annual training duty, and attendance, while in the active military service, at a school designated as a service school by law or by the secretary of the military department concerned. Such term includes the Air Force, Army, Coast Guard, Marines, Navy, and National Guard members operating under Title 10 of the United States Code but does not include full-time National Guard duty operating under Title 32 of the United States Code.
2. "Service" means the performance of duty on a voluntary or involuntary basis including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, absence from work for an examination to determine a person's fitness for any of the aforementioned types of duty, funeral honors duty performed by National Guard or reserve members, duty performed by intermittent disaster response personnel for the Public Health Service and approved training for this service, and service as an intermittent disaster response appointee of the National Disaster Medical System.
3. "Uniformed Services" consist of the U.S. Army, U.S. Navy, U.S. Marine Corps, U.S. Air Force, U.S. Coast Guard, or the Reserves of any such Uniformed Service, as well as the Army or Air National Guard, Commissioned Corps of the Public Health Service, a cadet or midshipman attending a military service academy (the United States Military, Naval, Air Force and Coast Guard Academies), or any other category of persons designated by the President in time of war or emergency.

**Duration of Leave.** In order for an Associate to take protected time off with pay, the maximum length of absence per occurrence from Randstad must not exceed five (5) business days. The time must be taken in increments of whole days.

**Notification to Randstad of the Need for Spouse Military Relocation Leave.** Associates seeking a Leave must provide advanced written or verbal notice (preferably 30 days, when feasible) to their manager (in the case of Associates), or the Leaves of Absence Team (see the "Important Contacts" section at the beginning of this policy) of the need for and dates of such leave, unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable.

Associates are strongly encouraged to provide Randstad with copies of their spouses or relocation orders as soon as available and, if possible, prior to the commencement of the leave.

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

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

Bona fide and approved leave provided to an employee as a reasonable accommodation under the Americans with Disabilities Act (ADA) may be treated as an exception to or exempt from Randstad's leave of absence policies. All

requests for leave as a reasonable accommodation will be considered on a case-by-case basis, in accordance with applicable law. In all instances, the ultimate decision as to a particular accommodation will be made by Randstad.

## **12.6 JURY AND WITNESS DUTY LEAVE**

Randstad recognizes that employees may occasionally be called to serve as jurors or subpoenaed to appear as witnesses in legal proceedings. Randstad encourages employees to fulfill these civic duties and will grant time off for this purpose. In the event an employee works in a state or city where applicable law provides more generous terms and conditions for jury and/or witness duty leave, the more generous law shall govern the employee's entitlement to leave.

**Notification to Randstad of the Need for Jury or Witness Duty Leave.** Employees are required to provide their manager (in the case of Associates) or Randstad Representative (in the case of Talent) 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. Randstad reserves the right to require employees to provide a copy of their jury summons or witness subpoena. Upon returning to work, employees may be required to provide proof of their service as a juror or witness to their manager or Randstad Representative. Failure to provide such notification to Randstad or to comply with requests from Randstad may result in disciplinary action and/or the forfeiture of time off, or of paid time off, under this Section.

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

**Compensation of Associates During Jury or Witness Duty 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. Associates will be paid for absences in connection with their service as a juror or witness as follows, unless state or local law requires more generous compensation. Associates who are required to serve on jury duty or summoned as a witness during normal business hours will receive their normal daily pay, less any payments received for jury duty. Associates who serve on jury duty and/or summoned as a witness must submit their receipt to their manager.

1. Exempt Associates. Effective May 1, 2019, Exempt Associates will be paid their normal weekly or bi-weekly pay for up to eighty (80) hours of absence due to service as a juror or witness. Should service as a juror or witness last longer than eighty (80) hours, Randstad will make deductions from pay for absences occasioned by such service for only those weeks in which the exempt Associate performs no work. Exempt Associates will be expected to work as many of their regularly scheduled hours as possible when not serving as a juror or witness.

2. Non-exempt Associates. Non-exempt Associates will be paid for up to 40 hours of absence due to service as a juror or witness. The remainder of time spent serving as a witness or juror will be unpaid, unless otherwise required by state or local law. Associates will only be paid for the hours they would have been regularly scheduled to work.

## **12.7 BEREAVEMENT LEAVE**

**Notification to Randstad of the Need for Bereavement Leave.** Notification of a need for bereavement leave and an expected date of return must be provided, at least verbally, to the employee's manager (in the case of Associates) or Randstad Representative (in the case of Talent) as soon as the need for leave is known. Randstad reserves the

right to require employees to put their request in writing and/or provide documentation supporting the need for the leave (i.e., a death certificate, obituary, etc.). Failure to give verbal or, if requested, written notice, or to provide requested verification, may result in the forfeiture of time off or, if applicable, paid time off under this policy.

**Compensation During Bereavement Leave.** Unless otherwise required by applicable law, Talent will not be paid for absences due to the death of a family member and Associates will be eligible for compensation only as provided in this bereavement leave policy.

Unless otherwise required by applicable law, Randstad will provide Associates up to 5 days of paid time off in the event of a death in the immediate family member and up to 2 days of paid time off in the event of a death of an extended family member.

1. Immediate Family includes an Associate's parent or legal guardian, spouse, domestic partner, child, sibling, grandparent, grandchild, as well as half-, step-, and in-law relations of the same.
2. Extended Family includes an Associate's uncle, aunt, niece, nephew or cousin, as well as half-, step-, and in-law relations of the same.

If more days off are needed than indicated above, Associates may request time off in accordance with Randstad's Paid Time Off and/or Unpaid Personal Leave of Absence policies.

Associates will only be paid for the hours they would have been regularly scheduled to work for bereavement leave for up to a maximum of five days.

## **12.8 OTHER LEAVE REQUESTS**

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

## **12.9 UNPAID PERSONAL LEAVE OF ABSENCE FOR ASSOCIATES**

Please refer to the Personal Leave of Absence Policy found on Connect for more details.

# **SECTION 13: PROPERTY OF RANDSTAD AND CLIENT**

All property, equipment, and materials supplied to you by Randstad or its client ("Property") are deemed to be the Property of Randstad or its client and not your personal property. This Property includes, but is not limited to, Resources (defined Subsection 14.1), badges, corporate credit cards, access cards, keys, office supplies, office equipment, and office furniture. Property also includes documents, data, certain inventions, certain copyrightable works of authorship, confidential information, and trade secrets.

## **13.1 REASONABLE CARE OF PROPERTY**

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

## **13.2 NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION**

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

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

## **13.3 DOCUMENT RETENTION**

All Associates are required to comply with the Document Retention Policy. If you have any questions about whether you should maintain or discard a particular document, the policy and a summary document are available on the Legal pages of Randstad Connect and Workplace for your reference.

## **13.4 RANDSTAD'S LOGO & TEMPLATES**

When you use Randstad's logos and templates for performing your work, you must use the logos both uniformly and correctly. The logos were designed to reflect the corporate image that Randstad wishes to project. They must always be used in a professional and tasteful manner, and may be used in connection with protected concerted activity. Under no circumstances may logos or templates be modified or altered.

## **13.5 RETURN OF PROPERTY UPON TERMINATION OR REQUEST**

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

# **SECTION 14: COMPUTERS & TELECOMMUNICATIONS RESOURCES**

## **14.1 RESOURCES**

**Definition of Resources.** In the performance of their duties for Randstad, Associates, including Associates who are assigned to or work at a facility of a Randstad Customer ("Customer"), are provided use of and/or access to Randstad's and/or its Customer's computer networks, telephone equipment, and other communications and business resources ("Resources"). The Resources are critical business assets and are the Property of Randstad and/or its Customer. The Resources are not your personal property and should not be used as such. "Resources" supplied by Randstad and/or its Customer are to be utilized in the conduct of Randstad's and/or its Customer's business, and include, but are not limited to: (1) telecommunications equipment, connections, transmissions, and resources; (2)



telephones and facsimiles devices; (3) voice messaging systems; (4) computers, laptops, wireless devices, such as cell phones, RIM wireless modems, PDAs, file servers, workstations, software and hardware; (5) email and other electronic messaging; and (6) internal and external communications networks (Internet, Intranet, commercial online services, bulletin boards, e-mail systems and instant messaging systems) that are accessed directly or indirectly from Randstad's and/or Customer's computer facilities.

The Resources are made accessible to Users (as defined below) to facilitate the performance of their duties. Resources must be used lawfully and for business-related purposes. All Associates accessing or using the Resources ("Users") wherever the Users are located (including a remote location) must follow this policy when using the Resources. Use of a business computer or any of the Resources constitutes consent to all of the terms and conditions of this policy.

**Application of other policies.** All Randstad policies as set forth in this Associate Handbook apply to the use of the Resources, including, without limitation, those that cover social media use, rules of conduct and the prohibition on harassment, discrimination and other unlawful conduct.

**Use of Resources.** Any use of Resources is at the sole discretion of Randstad and/or its Customer. Users may be subject to limitations on their use of Resources. A User's ability to use the Resources does not imply a right to make use of those Resources unless authorized by Randstad and/or its Customer.

**No expectation of Privacy. Randstad has the capability to monitor inappropriate activity being conducted using Randstad's Resources. We recognize no distinction regarding the time of day, day of week or location of use in which inappropriate activity occurs using Randstad's Resources.** Users do not have a right or expectation of personal privacy or confidentiality in the Resources or in any material created, sent, received, stored, downloaded, transmitted, printed, copied, posted, displayed, or accessed by use of the Resources, unless otherwise mandated by law. Randstad and/or its Customer has 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. Randstad and/or its Customer may in its sole discretion utilize software and systems that can monitor and record usage. In addition, Randstad and/or its Customer may in its sole discretion use software to block access to any and all websites or other electronic media that are deemed inappropriate or non-business related. By using the Resources, Users expressly consent to these terms.

**Sensitive and Confidential Information.** Users are responsible for taking appropriate security measures when transmitting or storing sensitive or confidential information. Because electronic transmissions, including Internet transmissions, e-mail and instant messages, may be accessible by outside individuals, sensitive or confidential information should never be transmitted electronically unless it is encrypted or otherwise protected in accordance with Randstad's U.S. Data Protection Policy, available on the Legal pages of Randstad Connect and Workplace. Sensitive and/or confidential business information and documents should not be displayed on terminals when anyone other than an authorized User is present. Confidential and/or sensitive documents should not be stored in a database or on a system where unauthorized persons can access them.

**Passwords.** Where required by Randstad and/or its Customer, Users are expected to use password controls. However, neither the use of passwords nor other security measures in any way diminish Randstad's and/or its Customer's rights as outlined in the "No Expectation of Privacy" paragraph above, nor do they create any expectation of privacy in use of the Resources. Users are responsible for the security of all passwords and identification codes issued to or created by them. Passwords should be changed periodically to prevent unauthorized access and should be unique to the individual User.



**Responsibility and Care for Messages.** Users are responsible for all messages sent from their e-mail address, instant messaging system or voicemail, including any misdirected or forwarded messages. Users should recognize that e-mail, instant messages and voicemail often elicit less formal communications than are typically found in other types of communication. Randstad expects its Users to utilize e-mail, instant messages and voicemail with no less care, judgment and responsibility than they would use for letters or memoranda in order to accurately convey intended messages and avoid inadvertent transmission, misdirection, and incorrect forwarding.

**Precautions.** Users are responsible for controlling access to their PC and data files as required in this policy. System identification ("Login-ID"), passwords, and access privileges are granted to each individual User on a business-need basis. Users must maintain, protect, and respect the confidentiality of the system access granted to them and are responsible for any system activity or transactions initiated through the use of their assigned system Login-ID. Users should enable Randstad approved "Screen Savers" with password protection to blank the PC monitor and prevent unauthorized use during short unattended periods. If a PC is to be left unattended for an extended period of time, Users should log off nightly to prevent unauthorized access to Randstad's computer systems and communications networks. Users must disclose to management upon request any passwords that have been individually created or assigned by the User for file protection, encryption, or other security techniques. When a User terminates employment with Randstad, management will be given access to their data files and other electronically-stored information for disposal.

**Software and hardware.** Users must actively safeguard Resources from unauthorized access or abuse. Users may not install software or hardware onto Resources without first receiving express authorization to do so from the appropriate Randstad and/or its Customer personnel. Users must comply with all software licenses, copyrights, and all other state and federal laws governing intellectual property.

**Other prohibitions.** Users are expected to demonstrate good judgment and professionalism in their use of the Resources. All conduct or use of the Resources that is detrimental to Randstad's and/or its Customer's interests or the interests of its Associates, clients or suppliers is prohibited. The following list demonstrates some of the types of activities that are prohibited. The list is not intended to be exhaustive. Users shall not do or use the Resources to do any of the following:

1. Input, create, receive, upload, store, send, download, print, copy, post, display, play, forward, subscribe to, transmit, broadcast, reproduce, distribute, and/or access any items that contain:
  - a. Fraudulent, harassing, discriminatory, embarrassing, defamatory, pornographic, indecent, profane, obscene, intimidating, hateful, derogatory, sexual, or otherwise offensive or inappropriate language, pictures, sounds, or materials;
  - b. Information that the User knows or reasonably should know is false or inaccurate;
  - c. Chain letters, junk mail, jokes, commercial or personal solicitations to buy or sell goods or services using junk mail or ad hoc mail groups, advertisements, or promotions that are not in furtherance of the Company's and/or its Customer's business, including, but not limited to, .wav, .mov, .avi or .jpg files;
  - d. Commercial software or any copyrighted materials, trade secrets, proprietary financial information pirated software or data or similar materials without appropriate authorization; or
  - e. Unsolicited personal views on social, political, religious or other non-business related matters.

*Nothing herein is intended to restrain or interfere with employee communications protected by the National Labor Relations Act concerning wages, benefits, hours or other terms/conditions of employment.*

2. Attempt to disable, defeat or circumvent any security facilities, including, without limitation, anti-virus

programs or protections, firewalls, proxies, Internet address screening programs and other security.

3. Intentionally introduce and/or execute a computer virus or similar type malicious message, or destructive program, or otherwise use Resources to deliberately propagate any virus, worm, or other malicious program code.
4. Misappropriate or forward to locations outside Randstad and/or its Customer any information or intra-company communications of Randstad and/or its Customer (whether electronic, written, or verbal) not specifically marked or intended for public distribution.
5. Make non-business related long-distance calls, or otherwise engage in any activity that causes Randstad and/or its Customer to incur expenses for personal matters.
6. Use Randstad's and/or its Customer's name, logo or other corporate mark, whether registered or not trademarked in an inappropriate manner.
7. Use, examine, access or change another person's User I.D., password, computer, files, e-mail, instant messaging account or voice-mail without authorization or for any improper purpose.
8. Knowingly establish or allow suppliers, vendors, contractors, or other unauthorized individuals local or remote access to the Resources without the expressed written consent of Randstad and/or Customer.
9. Forward e-mail to any other person or entity if the sender has explicitly specified not to.
10. Send mass mailings, unless for business purposes.
11. Alter or copy a file belonging to another User without doing so at the request of, or after first obtaining permission from, the owner of the file. The ability to read, alter or copy a file belonging to another User does not imply permission to do so.
12. Use Randstad and/or its Customer Internet facilities to download entertainment software or games, or to play games over the Internet or internal network.
13. Download video and/or streaming audio and/or other downloading technologies unless for business-related purposes or as specifically approved through the non-standard hardware/software request process.
14. Use Resources to set up, operate or conduct personal or other unauthorized businesses.

**Retention of email and instant messages.** Subject to Randstad's and/or its Customer's company-wide documentation retention program or an applicable Document Preservation Notice issued by the Legal Department, e-mail and instant messages may only be kept for a set period of time. E-mail and instant messages may be systematically removed from the Resources in the ordinary course of business.

**Personal use.** Randstad's and/or its Customer's Resources are provided to Users to assist them in conducting Randstad and/or its Customer's business. All messages distributed via Randstad and/or its Customer's e-mail system, instant messaging system, even personal messages, are Randstad's and/or its Customer's property. Any personal use of Randstad's and/or its Customer's Resources must not interfere with work and must comply with all policies, expectations and practices of Randstad and/or its Customer.

## **14.2 PERSONAL INFORMATION PROTECTION POLICY**

Randstad is committed to protecting Personal Information from being disclosed or misused. Because Randstad is a staffing company, many Associates have access at Randstad locations and client locations to both documents that contain Personal Information, such as tax forms, employment verification forms, background check forms, and other

personnel documents, and software that stores Personal Information. This policy was developed to inform all Associates of their obligations to help protect Personal Information from being improperly accessed or misused.

Randstad has developed a Written Information Security Program (WISP) comprised of individuals from Information Security and the Legal Department to address Personal Information security issues. If you have any questions about Personal Information security, contact [rus-wispteam-dl@randstadusa.com](mailto:rus-wispteam-dl@randstadusa.com).

"Personal Information" consists of a person's (i) first and last name or (ii) first initial and last name, plus one or more of the following: social security number, driver's license number, state-issued identification card number, bank or other financial account number, or credit or debit card number.

**Obligations.** As a Randstad Associate, you must take the following steps to protect Personal Information:

1. Treat all Personal Information confidentially, and even more carefully than if it were your own.
2. Only collect Personal Information that is necessary to accomplish legitimate business purposes.
3. Store, access or transport records or files containing Personal Information only (a) on Randstad premises or using Randstad's computers or Randstad's network, or (b) if you are working for a client, on the client's premises or using the client's computers or network.
4. Store documents containing Personal Information in locked, protected areas. At the end of the day, make sure all documents containing Personal Information are stored in secure drawers, cabinets and in non-visible locations.
5. Report to the Information Security Team any unauthorized use of Personal Information, circumstances that may affect the security of Personal Information, or any suspected inappropriate or unauthorized disclosure, risk of disclosure, or use of Personal Information – whether the disclosure or use was intentional or accidental.
6. Transmit or transfer Personal Information only as authorized by the Information Security Team.
7. Accompany all guests at all times when they are on Randstad business premises in an area where Personal Information is stored or where the guest may gain access to Personal Information.
8. When your employment terminates, return all records containing Personal Information and all keys, ID badges, business cards or other Property that may permit access to Randstad business premises.
9. Dispose of paper or electronic records that contain Personal Information only in ways authorized by the Information Security Team.

In addition, please do **not** do any of the following:

1. Do **not** share your passwords or write them down and leave them where they may be viewed.
2. Do **not** create unnecessary copies of documents that contain Personal Information.
3. Do **not** display Personal Information on your computer screen at work, at home or elsewhere where someone may view the Personal Information.
4. Do **not** transfer Personal Information to any portable device including laptop local drives, storage devices, thumb drives or other devices without the advance, express written authorization of the Information Security Team or a member of the Information Security Team.
5. Do **not** send Personal Information in an email, or otherwise electronically transfer Personal Information without the advance, express written authorization of the Information Security Team or a member of the

Information Security Team. NOTE: the Information Security Team expressly authorizes sending Personal Information directly to Randstad Human Resources, Benefits, Legal and Payroll departments provided the information is sent via Randstad's corporate email system.

6. Do **not** store, transport or access Personal Information outside of business premises except:
  - a) by remote access to Randstad computer networks in an environment where no unauthorized person may be looking over your shoulder, or
  - b) in a manner expressly authorized in advance in writing by the Information Security Team.

**Exceptions.** If you have special circumstances that you feel warrant an exception, you must contact the Information Security Team at [rus-wispteam-dl@randstadusa.com](mailto:rus-wispteam-dl@randstadusa.com) to request written authorization for exceptions to this policy. If you do not receive advance written authorization for an exception, you may be subject to disciplinary action up to and including termination of your employment with Randstad.

**Violations.** In addition to being subject to disciplinary action, up to and including termination, for a violation of this policy, Randstad and/or its Customer 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, including seeking reimbursement from Associates for any misuse of property, personal long distance calls, or other personal expenses charged to Randstad and/or its Customer.

Please refer to the Information Technology pages of Randstad Connect and Workplace for complete copies of applicable IT-related policies and guidance.

### **14.3 PERSONAL DEVICES AND PROPERTY**

Randstad does not require Associates to acquire, maintain or use personal cell phones, electronic devices, data or Internet accounts, or other personal property ("Personal Property") as a term or condition of their employment. Randstad will provide you with any Property (defined in Section 13) needed to perform your work. However, if you believe the use of your Personal Property is necessary or more convenient, promptly seek authorization from your manager before using Personal Property for work-related purposes.

If your manager provides authorization to use Personal Property for work-related purposes, he/she will explain the scope of the authorization, including the limited work-related tasks that may be performed using the Personal Property. All policies in this Handbook apply to any such work-related use of Personal Property, including policies prohibiting harassment and discrimination and policies requiring non-exempt Associates to record all time worked. If you are authorized to use your Personal Property for work-related purposes, you may be eligible for reimbursement of necessary and reasonable expenses to the extent required by applicable law or Randstad's US Travel & Business Expense Policy (available at [US Travel & Business Expense Policy](#)).

## **SECTION 15: SOCIAL MEDIA AND MEDIA/INVESTOR COMMUNICATIONS**

### **15.1 SOCIAL MEDIA POLICY**

Randstad encourages the responsible use of social media to promote and market Randstad's services. Associates who use social media for these business-related purposes and/or for personal purposes must comply with this policy. For the purposes of this policy, social media means any facility for online publication and commentary through electronic communication, including without limitation: blogs, wikis, forums, multi-media, and social sites such as Twitter (use hashtag #Randstad), LinkedIn, Facebook, YouTube, Yelp, SlideShare, and Flickr. Inappropriate postings that may

include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination. This policy is in addition to and complements other Randstad policies regarding the use of technology, computers, email and the Internet.

**Set up Social Media.** You can use your own social media identity. However, logon IDs, user names or logos including the Randstad name are not allowed without prior authorization, except to the extent permitted by applicable law, such as the National Labor Relations Act.

**Don't Share Secrets.** It is perfectly acceptable to talk about your work and have a dialog with the community, but it is not okay to publish or otherwise disclose Randstad's confidential information through social media sites. See Subsection 13.2 for examples of confidential information. Associates, however, may engage in communications protected by the National Labor Relations Act concerning wages, benefits, hours and other terms and conditions of employment without violating this policy. Do not disclose confidential information about our customers, including their current and upcoming projects, preferences, contract terms and pricing. Be mindful of the competitiveness of our industry.

**Protect Yourself.** Social media privacy settings should be set to allow anyone to see profile information similar to what is on the Randstad site. Privacy settings that might allow others to post or see information that is personal should be set to limit access.

**Be Honest.** When promoting Randstad's services, use your real name, be clear about who you are, identify that you work for Randstad, and do not be deceitful, untrue, or misleading. If you have an interest in something you discuss, say so. Remember: what you publish will be around for a long time, so consider content and be cautious about disclosing personal information. When using social media, do not make any maliciously false statements about Randstad or working conditions.

**Respect Copyright.** Respect laws governing copyright and fair use or fair dealing of copyrighted material owned by others, including Randstad copyrights and brands. Never quote more than short excerpts of someone else's work, and always give people proper credit for their work (including pictures). If you can, use a direct link.

**Honor Differences.** The public in general, and Randstad Associates and customers, reflect a diverse set of customs, values, and viewpoints. Consistent with Randstad's Equal Employment Opportunity policy, postings (including postings in personal social media accounts) may not include discriminatory remarks, epithets, slurs, defamatory comments, personal insults or obscenity. All postings should reflect an appropriate degree of consideration for the rights and feelings of others. Use your best judgment and, when expressing a personal opinion, make it clear that the views and opinions expressed are yours alone and do not represent the official views of Randstad. At the same time, be cautious to avoid what could be perceived as possible conflict of interest.

**Protect Others.** Never identify a customer, partner, or supplier by name on social media without explicit permission and never discuss confidential details of that customer, partner or supplier relationship. It is acceptable to discuss general details about types of projects and to use non-identifying customer pseudonyms (e.g., "Customer XYZ") as long as the information provided does not violate any non-disclosure agreements that may be in place with the customer or make it easy for someone to identify the customer. Social media is not the place to "conduct business" with a customer.

**Press Inquiries.** Some social media activity may generate media coverage. If the media contacts you about a Randstad-related post or requests information, do not identify yourself as a spokesperson of Randstad. Instead, the Chief Marketing Officer is the designated spokesperson for Randstad and is authorized to speak to the media on behalf of Randstad.

**Keep Your Cool.** If you see misrepresentations made about Randstad, please notify the Chief Marketing Officer. If you speak or write about competitors or other third parties, make sure what you say or write is factually correct and that it does not disparage that party. Don't try to settle scores or goad competitors or other third parties into inflammatory debates.

**Did You Mess Up?** If you make an error, be up front about your mistake and correct it quickly. If you modify an earlier post, make it clear that you've done so. If someone accuses you of posting information in violation of any law, contact the Legal Department immediately. Do not change or delete the post until authorized to do so by the Legal Department.

**Be Professional.** It's all about using good judgment.

**Use Disclaimers.** Many social media users include a prominent disclaimer saying who they work for, but that they're not speaking officially. Always disclose that while you work for Randstad, anything you publish is your personal opinion, not necessarily the opinion of Randstad. For this reason, include this disclaimer in a visually prominent place: "Views expressed on this [post, blog, etc.] are my own and do not necessarily reflect the views of Randstad." If you appear in a video, preface your comments by making it clear that you're not an official spokesperson and that your opinion doesn't necessarily reflect that of Randstad.

**Bring Joy.** The best way to be interesting, stay out of trouble, and have fun is writing about what you know. Quality matters so use a spell-checker. If you're not design-oriented, ask someone who is whether your site looks decent, and take their advice on how to improve it. Also use a warm tone. The ease and speed of publishing your thoughts is both a great feature and a great downfall of social media. The time to edit or reflect must be self-imposed. If in doubt over a post, or if something doesn't feel right, either let it sit and review it before publishing it, or ask someone else to look at it first.

**Keep Commitments.** Make sure that social media and online activities don't interfere with your job or customer commitments.

**Policy Enforcement.** Randstad reserves the right to monitor social media usage and may request that certain subjects be avoided, or ask that certain posts be withdrawn or removed. Violations will be subject to disciplinary action, up to and including termination.

Nothing in this policy is intended to prohibit Associates from discussing the terms or conditions of their employment with fellow associates. Randstad will not discipline associates for engaging in activity protected by the National Labor Relations Act or other applicable law.

## **15.2 MEDIA POLICY**

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

**Definition.** The media is defined as all channels of mass communication accessible to people outside of Randstad. Examples include, but are not limited to: (1) newspapers, (2) consumer, business or trade magazines and newspapers; (3) journals or other publications; (4) television, (5) radio, (6) podcasts, news outlets, and social media sites, (7) electronic or print newsletters, and (8) news-oriented web sites.

**Handling Incoming Requests from the Media, Shareholders, and Investment Community.** Should you receive any inquiry from the media, shareholders, or investment community, please inform them that you are not a



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

This process is in place to: increase consistency in Randstad’s key messages throughout all markets, minimize exposure and risk to negative coverage/publicity/crisis, increase assistance for all offices with media efforts, and garner insight into trends happening within our industry.

**Production of Press Materials/External Newsletters/News Events.** The approval of the Corporate Public Relations Department MUST be obtained prior to the planning or production of any press material, event or other proactive media effort on behalf of Randstad. The Corporate Public Relations Department has final authority on the editing, wording and approval of all press materials, newsletters or related documents intended for external release on behalf of Randstad. This includes, but is not limited to: (1) press releases, (2) bylined articles, (3) newsletters, (4) letters to reporters/editors, (5) blogs, and (6) meetings/events held for the press or that involve the attendance of reporters.

**Prohibited Commentary.** Unless you have been authorized by the Corporate Public Relations Department to serve as a “media contact” for a specific topic, press release, interview (determined on a case-by-case basis) or other approved material, under no circumstance should you comment on behalf of Randstad, reference clients or discuss any Randstad transactions. You are not a spokesperson for Randstad. Nothing herein prohibits Associates from engaging in communications with the media that are protected by the National Labor Relations Act concerning the terms and conditions of their employment.

## **SECTION 16: LEAVING THE ORGANIZATION**

### **16.1 RESIGNATION AND NOTICE PERIODS**

You may resign with verbal or written notification; however, Randstad prefers to receive resignation notices in writing. Randstad will treat as a resignation any verbal or written statement conveying or appearing to convey the impression that you are intending to end your employment with Randstad. A resignation is considered binding at the time it is given.

If you decide to voluntarily resign, Randstad requests a two-week notice period as a professional courtesy only; however, you are not obligated to provide any notice period. During any voluntary notice period, you will be expected to perform your normal work activities and to comply with all Randstad policies. The voluntary notice period does not limit Randstad’s right or your right to end your employment effective immediately or at any other time prior to the expiration of the notice period. Unless the PTO policy provides otherwise, your manager, in his/her sole discretion, may decide whether to permit an Associate to take PTO during the notice period.

If Randstad terminates the employment during the notice period, it may (or may not) exercise its sole discretion and agree in writing to “in-lieu-of-notice pay” for the period between the effective date of your termination and a later date (which may or may not be the date you selected as your resignation date). No in-lieu-of-notice pay will be provided in the absence of a written agreement signed by the Associate, his/her manager and an HR manager.

Notwithstanding any written agreement, Randstad will not pay in-lieu-of-notice pay to any Associate who fails to perform normal work duties during the notice period, violates Randstad policy or engages in other misconduct.

## **16.2 PAYMENT OF FINAL PAYCHECK**

Upon termination, a final payment will be prepared and transmitted to you or your designated bank account on the next regularly scheduled pay day, unless otherwise required by applicable law. The final paycheck will include earned wages for the last pay period, any earned and unused PTO, and any other monies owed. Please see the PTO Policy on the Benefits pages of Randstad Connect and Workplace for an explanation of the reconciliation of PTO when an Associate leaves Randstad with a negative PTO balance.

Associates who have secured loans through Randstad or taken advances of wages will be required to reimburse Randstad consistent with applicable law and any agreement or policy relating to the loan or advance. Associates are expected to cooperate with Randstad's instructions for returning such funds, which may entail sending payments by check rather than taking deductions from a paycheck.

## **16.3 UNEMPLOYMENT ELIGIBILITY**

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

## **16.4 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.

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

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

## **16.5 REHIRE**

When employment with Randstad has been terminated either voluntarily or involuntarily, former Associates may still be eligible for rehire by Randstad, but the lack of continuous service may impact certain benefit plans, such as PTO. Former Associates who wish to be considered for reemployment must reapply as an external applicant for open positions. A former Associate whose employment was terminated by Randstad due to violation of Randstad policy, misconduct, dishonesty, insubordination, or who is contractually barred from reemployment with Randstad or who breached a contract with Randstad, may be ineligible for rehire in the sole discretion of Randstad. Former Associates are not necessarily given priority or special consideration over candidates who did not previously work for Randstad. 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.

## 16.6 EMPLOYMENT VERIFICATION AND REFERENCES

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

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

**Personal or Other References.** Randstad does not provide verbal or written references, unless otherwise required by law. You may choose to ask your 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 Randstad. Individual Associates or managers may provide their own references, but these are personal references and do not reflect Randstad's position. They are not provided within the scope of the Associate's or manager's employment with Randstad, and they may not be written on Randstad letterhead.

**Personnel Records.** The employment records compiled and maintained by Randstad about its Associates belong to Randstad. Except where otherwise required by state law or court order, these records may not be reviewed or accessed by current or former Associates or third parties designated by current or former Associates.

## SECTION 17: KEY CONTACTS

Randstad's mailing addresses:

- One Overton Park, 3625 Cumberland Boulevard, Suite 600, Atlanta, GA 30339
- 150 Presidential Way, 4<sup>th</sup> Floor, Woburn, MA 01801

Cigna (Health and Medical): (800) 244-6224/[www.mycigna.com](http://www.mycigna.com)

Cigna's Employee Assistance & Work/Life Support Program: [cigna.com/realsupport](http://cigna.com/realsupport)

Benefits: (877) 601-7453 / [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) / [rus-leaves@randstadusa.com](mailto:rus-leaves@randstadusa.com)

HR Employee Relations: 1-877-601-7453, [hrsupport@randstadusa.com](mailto:hrsupport@randstadusa.com) or click on the 'Lets Chat' icon on your desktop.

Internal Audit Hotline: (954) 308-6301 or [InternalAudit@randstadusa.com](mailto:InternalAudit@randstadusa.com)

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

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

Payroll: Contact your manager or (866) 435-7456

Press Hotline: (800) 234-4610

Risk Management Hotline: (800) 821-6909

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

Copies of labor law postings applicable to each state are available at [Gov.Docs](#)

## Addenda

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copies of labor law postings applicable to each state are available at [Gov.Docs](#)



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