



**Atrium Employment Handbook For  
U.S. Temporary Employees**

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## **SECTION 1: INTRODUCTION**

### **01 – About Your Handbook & Employment with Company.**

This Atrium Employment Handbook (herein “Handbook or Policy”) is provided to all temporary employees (“Employee(s)”) of Atrium Staffing LLC and its Affiliates (collectively the “Company”). The Company and its affiliated entities include but are not limited to, Atrium Staffing LLC, Atrium Medical Staffing LLC, Atrium Payroll Services LLC; Atrium Manages Services LLC, and Atrium Aviation Services LLC. This Handbook is provided as an outline of policies and guidelines that have been developed to ensure the efficient, fair, and consistent operation of the Company.

The Handbook provides general information about Company policies, procedures, expectations, and benefits. It is important that you thoroughly review the contents of the Handbook to gain an understanding of the Company’s expectations of you and what you can expect from the Company.

When you accept an assignment at one of the Company’s clients, you will receive specific details of your assignment, an overview of the client to which you are assigned, and in some instances, the client’s policies by which you must abide. Regardless of the specific details and expectations of the client, you are required to abide by the Company’s policies and expectations throughout the duration of all assignments.

The information in this Handbook cannot anticipate every situation or answer every question regarding your temporary employment. Should you have any questions, please speak with the Company representative that facilitated your hiring at the Company.

## **SECTION 2: GENERAL EMPLOYMENT POLICIES**

### **01 – Equal Employment Opportunity Policy**

The Company provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age (40 or older), disability or genetic information, protected veteran status, or any other characteristic protected by federal, state or local laws.

This policy applies to all terms and conditions of employment, including but not limited to, recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. In addition, the Company does not discriminate against any employee or job applicant in work assignments with clients, does not accept or honor discriminatory job orders or requests by clients, and does not “code” applications or other documents to record the protected status of any job applicant or employee.

Any Employee who violates this Policy may be subject to disciplinary action, up to and including separation from employment.

### **02 – Anti-Discrimination & Harassment Policy**

It is the Company’s commitment to have a workplace free of unlawful harassment or discrimination of any kind. The Company prohibits harassment and discrimination of one employee by another employee, supervisor, or third party for any reason including, but not limited to: to race, color, religious creed, sex (including pregnancy, childbirth, and related medical conditions), national origin, ancestry, citizenship

status, age, physical disability, mental disability, veteran or military status, genetic information, gender identity, gender expression or any other legally protected group status.

Harassment includes, but is not limited to:

Verbal harassment, such as making a joke or comment that refers to a certain ethnic group, race, sex, nationality, age, disability, sexual preference, religion or belief, epithets, derogatory comments, vulgar or profane words and expressions, or slurs;

Physical harassment: Unwelcome, unwanted physical contact, including but not limited to touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling; forced sexual intercourse or assault., such as assault and blocking, impairing or otherwise physically interfering with an individual's normal work routine;

- Nonverbal or Visual: The distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters and notes, facsimiles, email, photos, text messages, Internet postings, etc., that is sexual in nature.
- Sexual harassment, such as unwelcome sexual advances or requests for sexual favors; verbal, visual or physical conduct of a sexual nature, such as name calling, sexually suggestive comments or insulting sounds; graphic or verbal comments of a sexual nature about a person's anatomy; or displaying at work sexually suggestive objects, posters, drawings or pictures. Unwelcome, unwanted physical contact, including but not limited to touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling; forced sexual intercourse or assault.
  - Sexual harassment (both overt and subtle) is a form of misconduct that is demeaning to another person, undermines the integrity of the work environment, and will not be tolerated. The U.S. Supreme Court has recognized two categories of sexual harassment:
    - i. **Quid pro quo (“this for that”)** means that the harasser exerts power and influence to coerce, intimidate, threaten or otherwise force an individual to submit to sexual demands as condition of employee benefits, whether financial or otherwise, or continued employment or is used as the basis for employment decisions regarding the individual. It is important to note that no act is required to show that this type of harassment has occurred. It is the presence of coercion that is important.
    - ii. Hostile work environment, where the harassment creates an offensive and unpleasant working environment. A hostile work environment can be created by anyone in the work environment, from supervisors, to other employees, to employees of a client company, and/or customers. Hostile work environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials or even unwelcome physical contact as a regular part of the work environment. Texts, emails, cartoons or posters of a sexual nature, vulgar or lewd comments or jokes, or unwanted touching or fondling all fall into this category.

Examples of sexual harassment include (but are not limited to) unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- *Is made explicitly or implicitly a term or condition of employment.*
- *Is used as a basis for an employment decision.*
- *Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.*

The Company adheres to all applicable federal and state laws pertaining to Harassment/Sexual Harassment including, but not limited to, any mandated training requirements.

### No Bullying

The Company defines bullying as abusive conduct by one or more persons against another or others, at the place of work or in the course of employment, with malice, that a reasonable person would find hostile, offensive, and unrelated to the Company's legitimate business interests. Bullying may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. The following behaviors constitute examples of bullying:

- Verbal Bullying: slandering, ridiculing, or maligning a person or his/her family; persistent name calling, which is hurtful, insulting, or humiliating; using a person as the target of jokes; abusive and offensive remarks
- Physical Bullying: pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; sabotage or damage to a person's work area or property
- Gesture Bullying: non-verbal threatening gestures, glances which can convey threatening messages
- Exclusion Bullying: socially or physically excluding or disregarding a person in work-related activities

### Complaint Process

If you believe that you have been the subject of harassment or bullying by a supervisor, management official, fellow employee, customer, client, vendor or any other person in connection with your employment at the Company while on assignment with a client, you should immediately bring the matter to the attention to your Company representative. If you cannot immediately contact your Company representative, please contact Company's Human Resources ("HR") department at [hr@atriumworks.com](mailto:hr@atriumworks.com).

HR will ask that you provide formal documentation of the complaint. If required, HR will conduct a timely and thorough investigation regarding the complaint. Company will take necessary action based on the investigation and in accordance with this Policy.

If it is determined that any wrongdoing occurred, HR or the person conducting the investigation will recommend appropriate disciplinary action against the accused, which may include, but is not limited to, separation from employment. Any investigation of any complaint will be treated as confidential. If it is determined that there was no wrongdoing, but problematic behavior exists, preventative action may be recommended and/or taken. After the course of action is determined, HR or the person conducting the investigation will meet with the Employee who filed the complaint and inform the Employee of the conclusion and actions taken, if appropriate.

### **03 - Non-Retaliation**

The Company does not and will not retaliate against any Employee who brings forth any suspected violations of the policies in this Handbook, especially violations of the Harassment-Free Environment policy.

No hardship, no loss of benefit, and no penalty may be imposed on an Employee as punishment for:

1. Filing or responding to a bona fide complaint of discrimination or harassment made in good faith;
2. Appearing as a witness in an investigation of a complaint; or
3. Cooperating in any manner with an investigation.

Retaliation or attempted retaliation is a violation of this Policy and anyone who does so will be subject to disciplinary action, up to and including, separation from employment.

### **04 – Attendance**

It is expected that you will arrive to work on time and work until the scheduled stop time. However, if you will be late or absent from work, you should contact your Company representative and/or client supervisor, as directed, to inform them of the absence or tardiness prior to the start of your workday.

In the event of repeated and/or multiple instances of being late and/or absent, disciplinary action may be taken, up to and including, separation and/or the Company choosing to no longer represent you for future assignments.

In accordance with applicable law, Employees whose absences (or tardiness, as the case may be) are due to the below reasons the Employee may be eligible for the Family and Medical Leave Act (“FMLA”). To apply for FMLA, contact your Company representative. Please contact Company HR department for further information regarding:

- The birth of a child or the placement of a child for adoption or foster care;
- To care for a parent, spouse, or child with serious health conditions;
- Employees’ own serious health conditions;
- Employees’ circumstances (as defined by the federal Department of Labor) qualify for leave due to a spouse, child, or parent being called up for or on active duty in the Armed Forces; or
- To care for a service member who is a spouse, child, parent, or next of kin and becomes seriously ill or injured while serving in the Armed Forces.

Employees may be eligible for other leaves of absence, which may or may not be paid, in accordance with applicable federal and state law.

### **05 – Appearance**

As an Employee of Company on assignment at Company’s client, professional attire is suggested unless otherwise advised by Company and/or a client representative. If your assignment is of a safety sensitive capacity, certain personal protective gear may be required by Occupational Safety and Health Administration (“OSHA”).

### **06 – Behavior & General Conduct**

Professional behavior and regular communication while employed by Company is expected. Throughout your assignment with Company’s client, the Company expects and recommends the following, but is not limited to:

- Be communicative – Contact your Company representative with questions, concerns or feedback while on assignment. It is important for your Company representative to be aware of any changes to your assignment status. Please contact your Company representative if you are approached regarding any changes in your assignment or regarding an offer for another position by Company's client.
- Review Company communications – On a regular basis, the Company will issue email communications to the email address you provide at the time of hiring. Such communications may include information about legal updates, client communications, benefits eligibility and enrollment, and payroll processing information. Please take steps to ensure Company communications can be safely delivered to you by whitelisting @atriumstaff.com and @atriumworks.com, with your email provider.

## **07 – Discipline**

### **Purpose**

The Company's progressive discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. This Policy is consistent with the Company's organizational values, HR best practices, and employment laws. Outlined below are the steps of the progressive discipline policy and procedure.

The Company reserves the right to combine and/or skip steps depending upon facts and circumstances of each situation, the nature of the offense, and the client's request(s). The level of disciplinary intervention may also vary. Some of the factors that will be considered when determining disciplinary action include whether the offense is repeated despite coaching, counseling and/or training, the Employee's work record, and the impact the conduct and performance issues have on the Company and/or the Company client.

At any time, you will have the opportunity to present information to provide context about the situation or issue to the Company. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to your performance and/or conduct issues while allowing for an equitable solution. Notes summarizing verbal conversations, emails and/or other documentation captured by Company representative(s) regarding this disciplinary process will be saved in your employee file.

### **Procedure**

#### ***Counseling and Warning(s)***

A Company representative will discuss the nature of the issue and if applicable, detail violation of any policies or procedures of the Company and/or the Company's clients. You will be advised of the action you need to take to improve and/or resolve the concern. This discussion may take place through verbal or written communication. Regardless of the method of communication, the Company representative will document this exchange in your employee file.

If the issue persists following the first warning, a second warning may be delivered. This involves a more formal discussion and documentation of performance, conduct, or attendance issues and the corresponding consequences if the issue(s) is not corrected.

Your Company representative will review any additional information about the issue and may provide a relevant corrective action plan. In addition, consequences including but not limited to separation from the assignment and/or the Company, may be outlined.

#### ***Suspension and/or Final Warning (if applicable and/or needed)***

Depending on the nature of the issue, you may be suspended (with or without pay, consistent with federal, state, and local wage and hour employment laws), while the details of the issue are further investigated



and understood. Once an investigation is complete, you may be restored to the assignment if you are absolved of the issue or infraction.

### ***Recommendation for Separation from Employment***

If the problem or issue continues, you may be separated from the assignment, the Company, or both.

While the Company strives to exercise this Policy as stated, the Company reserves the right to combine and/or skip steps depending upon the circumstances of each situation and the nature of the offense.

Further, you may be separated without notice or disciplinary action. Nothing in this Policy provides any contractual rights regarding Employee discipline or counseling, nor should anything in this Policy be read or construed as modifying or altering the employment-at-will relationship between you and the Company.

### ***Performance and Conduct Issues Not Subject to Progressive Discipline***

Behavior that is illegal, dangerous and/or poses harm to others or client property is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fraud (such as knowingly recording time on your time sheet that you did not work, seeking reimbursement for business expenses that do not comply with Internal Revenue Service guidelines, or failing to return payroll funds paid to you in error), fighting and/or assault, and other acts of violence are also not subject to progressive discipline and may be grounds for immediate separation from employment.

## **08 – Confidentiality**

Confidentiality is of the utmost importance at the Company. Just as the Company takes precautions to safeguard your personal information and the information of the Company's clients, you are also responsible for taking precautions to safeguard information you learn from working at one of the Company's clients and at the Company. During the course of your assignment, you may be granted access to a Company client's computer and/or network. In the event you are granted such access, you agree to comply with all of the client's data and software security requirements. You agree that you shall not:

1. Disclose to other individuals any username or password;
2. Access or attempt to access any data or computer files that you are not authorized to access;  
or
3. Create, read, execute, destroy, erase, or copy any computer program, files or documentations that are not required in the performance of your assignment.

Depending on your assignment, you may be required to sign client-specific documents, including but not limited to a confidentiality agreement, a statement acknowledging your status as a Company Employee, and/or a social media policy. In this case, you shall be required to abide by the terms of both the Company's and the client's documents. In the event of a conflict between any Company and client policies or documents, whichever provides more protection to the Company and/or client will control.

Nothing in this Policy is intended to preclude or dissuade Employees from engaging in legally required activities or activities protected by state or federal law, such as activities protected under Section 7 of the National Labor Relations Act.

## **SECTION 3: PAYROLL PROCESSING & POLICIES**

### **01 – eOffice**

The Company is pleased to be able to offer you an eOffice account which will provide you with online access to your Company employee file. A Company representative will provide you with instructions and

login credentials upon hire. A login page will appear, and you will be asked to enter your email address and password. Remember that passwords are case sensitive

The eOffice gives you the ability to:

- Submit your timesheet
- Access benefit plan overviews
- View your assignment information
- View pay stubs and access electronic copies of your Form W-2
- View prior time sheet submissions
- View important announcements from the Company
- Ability to update your contact information
- Review and print various tax and direct deposit forms, benefit guides, and manuals
- Payroll and benefit calendars
- Contact Company resources such as the Payroll and HR departments
- Access electronic posters of government-mandated workplace policies, including but not limited to OSHA, respiratory protection standards, and paid sick time ordinances.

### **02 – Overtime & Meal/Rest Periods**

The Company complies with applicable laws governing employment, including but not limited to the Fair Labor Standards Act (FLSA). You may be eligible for premium overtime pay in accordance with federal and/or state guidelines. Your Company representative will provide written confirmation of your FLSA status and eligibility to earn overtime pay. Irrespective of your status under the FLSA, you must seek pre-approval in writing from the Company and/or your client supervisor should you anticipate the need to work overtime. You should always submit the actual hours you work in the correct payroll period when submitting your timesheet to ensure overtime is properly calculated and compensated. Conversely, if you are asked by a Company client representative to misrepresent hours worked on your timesheet please contact your Company representative.

You are entitled to meal and break/rest periods in accordance with your FLSA status and applicable state law. The following is general guidance regarding meal and break/rest periods; however, you should take meal and break/rest periods in accordance with the state laws where you are on assignment; should you have any questions or need guidance about specific state laws, contact your Company representative for assistance.

- i. Rest/break periods are brief periods of time (typically 10 or 15 minutes) that should be taken throughout the workday; how many you are entitled to, the duration of the break(s) and the point(s) in time they should be taken during your shift are dictated by state law and the duration of your shift. Due to their brief nature, breaks are considered time worked and the time spent on breaks should be included in the hours you submit on your timesheet.
- ii. Meal periods are longer periods of time (typically 30 minutes) and are intended to be time(s) when you are fully relieved from your work duties to eat. As such, meal periods are not considered time worked and should not be included in the hours you submit on your timesheet. If you work while eating (for example, if you attend a training presentation while eating lunch), that is considered time worked and should be included in the hours you submit on your timesheet. The number of meal period(s) you are entitled to, the duration of the meal period(s) and the point(s) in time they should be taken during your shift is dictated by state law and the duration of your shift.

### **03 – Paid Leave**

Please refer to Addendum attached hereto as Addendum One- Additional Handbook Policies for additional details relating to paid leave.

**04 – Jury Duty**

The Company understands you may be summoned to serve on a jury from time-to-time. In the event you are called and/or selected for jury duty while on an assignment, please notify your Company representative and your client supervisor immediately. State law dictates the minimum Company requirement for payment and/or time off for jury duty, and the Company complies with applicable requirement(s). If you are summoned for jury duty, please save the applicable documentation to present to the Company. Should you be eligible for payment for jury duty, the Company will process the payment in the next regularly scheduled payroll following the receipt of the applicable documentation demonstrating you served jury duty. Payment for jury duty is not considered hours worked and therefore, does not count towards overtime calculations.

**05– Direct Deposit**

The Company highly encourages direct deposit as the quickest way to receive your paycheck and as part of our efforts to reduce our impact on the environment. Direct deposit is immediately available when you are placed on an assignment. Should you need to change your payroll method or update your banking information during your assignment, please contact your Company representative for assistance. The Company has the following policy regarding the issuance of direct deposit:

- i. You are responsible for accurately entering your banking information at the time of hire; the Company does not review or validate the information you provide. Incorrect information will delay your payment, if payment is sent back from Atrium’s financial institution.
- ii. The Company is not responsible for your account status, such as open, closed or compromised. It is your responsibility to ensure what you provide is accurate and in good standing with your financial institution, understanding you should be the account holder. You are responsible to maintain account details.
- iii. Should you wish to change your banking information, your Company representative will provide you with instructions and the appropriate forms and upon receipt of completed forms, the Company’s Payroll Team will update your banking information. Please allow 5 business days for updates to be made; until you are advised in writing that the banking information has been updated, deposits will be made to the original account.
- iv. The Company is not responsible for any overdraft fees you may incur should your timesheet fail to be approved on time resulting in your payroll processing being delayed. The Company strongly encourages you to closely monitor the status of your timesheet to ensure timely approval and inclusion in the weekly payroll process.

**06 - Payroll Checks**

If you do not elect direct deposit, your payroll will be issued to you in the form of a paper check. Checks are issued weekly and mailed to the address in your eOffice from the Company’s Pittsburgh, PA office. The Company does not track or certify mailing of checks and is unable to guarantee when your paycheck will arrive to you and has the following policy regarding the re-issuance of checks:

- i. Requests for checks cannot be made until ten (10) business days has passed from the date of original issuance.
- ii. You will be asked to complete a stop payment form, once this form is received a stop payment will be put on the original check.
- iii. You are prohibited from cashing the first check should it arrive to you; attempting to cash the cancelled check is considered Fraud.
- iv. You will be responsible for any overdraft fees, cashing litigation and you may be subject to disciplinary action, up to and including, separation.

**07 – Money Network Card**

The Money Network payroll debit card provides a dependable, safe, and convenient way to receive your pay if you wish to receive electronic payment but don't have a bank account. The Company initiates the deposit for your net pay to the card. Once deposited, you can use your funds immediately in the same way a traditional debit card is used. Visit <http://www.firstdata.com/moneynetwork/> to learn more; if you'd like to be paid via the Money Network Card, please contact your Company representative for enrollment forms.

**08 - Form W-4**

When you register with the Company, you will be asked to complete a Form W-4 for tax purposes. You can locate a copy of the current year's W-4 on the eOffice or visit the IRS website to obtain a copy. Should you choose to change your deductions, please complete a new Form W-4 and submit to the payroll department.

**09 - Forms W-2 & 1095**

Annually, no later than the deadlines established by applicable law, the Company will supply you with a Form W-2 and Form 1095.

**10 - Payroll Processing**

The Company processes payroll on a weekly basis. Unless client practices dictate otherwise, the workweek is Monday – Sunday and payroll will be issued weekly. The Company recommends the following as best practices:

- i. Submit your timesheet as soon as possible at the conclusion of your workweek.
- ii. Monitor your timesheet's status and if necessary, remind your client supervisor to approve.
- iii. Regularly review the eOffice for important messages, including messages from the payroll department about changes in the payroll processing schedule when a holiday occurs.

Review each paystub issued to monitor the accuracy of the hours processed, tax withholdings and benefits deductions.

**11 - Reimbursable Expense Processing**

Upon client request, you may be asked to incur expenses on behalf of the client to which you've been assigned; those expenses will need to be submitted to the client for approval. Upon approval, the Company will process a reimbursement to you. The following are general guidelines for expense reimbursement; should the client have an expense policy; you will be required to adhere to that policy for any expenses incurred.

- i. Expense reimbursements are not taxed and therefore, must follow IRS guidelines. If you are unsure if an expense can be reimbursed in accordance with IRS guidelines, contact your Company representative for assistance.
- ii. If applicable, carefully review the client policy and/or instructions provided by your client supervisor or Company representative to ensure you understand what expenses are approved for reimbursement.
- iii. Keep copies of your receipts; you will be required to include documentation when requesting reimbursement. If you are being reimbursed for mileage, ensure you keep records of the distance you traveled as documentation. The mileage rate will be reimbursed in accordance with applicable law.
- iv. Submit expenses in a timely manner; expenses submitted after thirty (30) days from the date incurred will be ineligible for reimbursement.
- v. Expenses must be reasonable.

## **12 - Overpayments**

In the event of an overpayment for any reason, the Company will contact you as soon as the overpayment is discovered. Should you notice that you are overpaid before the Company contacts you, it is your responsibility to notify the Company. Overpayments need to be returned to the Company as soon as possible to ensure that tax reporting, client invoices, and other important business processes can be corrected as soon as possible.

At the time the Company is made aware of an overpayment, your Company representative will notify you of the overpayment and provide a document confirming the overpayment amount and the process to return such funds the Company.

Subject to applicable law, the Company may be able to withhold the overpayment from your next payroll deposit(s) or check(s), if in same calendar year as the overpayment. Should that not be an option, you will be responsible for returning the funds to the Company by promptly sending the Company a check in the amount of the overpayment. Upon recouping the overpayment, the Company will update your tax withholdings accordingly.

Failure to return overpayments is considered theft and shall be subject to disciplinary action, including but not limited to separation, as well as potential criminal charges.

## **SECTION 4: BENEFITS**

In addition to the core benefits described below, the Company offers additional voluntary benefits; description of these offerings can be obtained from your Company representative.

To be eligible for benefits, you must meet the requirements set forth by the Patient Protection and Affordable Care Act (“ACA”). If you meet these requirements, you will receive an email notification. This email will outline details of Company benefits, enrollment instructions, deadlines and the premium cost-sharing amount.

### **01 – Medical, Dental and Vision Insurances**

The Company offers ACA-compliant major medical plan(s), as well as dental and vision benefits. Depending on your assignment, you may be eligible to enroll. If you qualify, the premium cost sharing amount will be determined based on your compensation.

### **02 – Prescription Discount Card**

You may be eligible to request a dental, vision, and prescription discount card. By doing so, you can save up to 65% on prescriptions as well as enjoy discounts at participating vision and dental providers. You can print this discount card directly from the eOffice.

### **03 – Commuter Benefits (Transit)**

Commuter benefits are pre-tax deductions that can be used toward eligible commuting expenses. Should you choose to enroll, you may use pre-tax dollars to purchase commuter benefits in accordance with the maximum amounts set forth by the Internal Revenue Service (“IRS”).

#### **04 – 401(k) Retirement Plan**

After the completion of 500 hours of paid work, you will be eligible to contribute pre-tax dollars toward the Company's 401(k) retirement plan.

#### **05 – Referral Program**

Referral bonuses earn \$100 for each candidate referral successfully placed in a temporary position, with the tenth referral paid at \$500. Or earn between \$100 and \$250 (based on experience level) for each candidate referral successfully placed in a direct hire position.

In order to receive a candidate referral bonus for a temporary or direct hire position:

- a) You must be a registered Employee of Company;
- b) Temporary candidate must work a minimum of 260 hours for which Company billed;
- c) Eligibility for the special bonus at ten referrals requires the ten temporary candidates to be placed within a 12-month period;
- d) Direct hire candidate must have met required guarantee period (if applicable).

Earn \$500 for referring a new client to Company. In order to receive a client referral bonus:

- a) You must be a registered Employee of Company
- b) Company must have billed and received payment on a minimum of 500 temporary hours worked; or billed, received payment, and met required guarantee period (if applicable) on a direct hire placement.

#### **06 – Family and Medical Leave Act (FMLA)**

The FMLA allows Employees to maintain Company service and continue benefits protection, if desired, while recovering from a disability or caring for an immediate family member. FMLA applies to all eligible employees, whether FMLA leave was requested by the employee, or designated by the Company. The Company complies with all applicable federal and state laws and regulations regarding family and medical leave. To the extent this Policy conflicts with applicable state or federal law, the Company will follow the applicable law.

##### **1. Eligibility**

To be eligible for leave under this Policy, you must have completed at least 12 months of service and have worked at least 1250 hours within the previous 12 months (unless applicable state law provides otherwise). You must also work at a worksite where the Company employs at least 50 employees within a 75-mile radius of that worksite.

##### **2. Type of Leave Covered**

To qualify as FMLA leave under this Policy, the leave must be for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition (described below).
- 4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of his or her position.

Under the FMLA, a “spouse” means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either:

- a. was entered into in a state that recognizes such marriages; or
- b. if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This Policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with your Company representative.

If an Employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this Policy, the company may designate all or some portion of related leave taken as leave under this Policy, to the extent that the earlier leave meets the necessary qualifications.

5) Qualifying exigency leave for families of members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An Employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member’s call-up or service. The qualifying exigency must be one of the following:

- a. short-notice deployment
- b. military events and activities
- c. childcare and school activities
- d. financial and legal arrangements
- e. counseling
- f. rest and recuperation
- g. post-deployment activities
- h. additional activities that arise out of active duty, provided that the Company and Employee agree, including agreement on timing and duration of the leave.

Eligible Employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserve, or a member of the Armed Forces, the National Guard or Reserve who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible Employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserve, or members on the permanent disability retired list.

(6) To care for a covered servicemember with a serious injury or illness if the Employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

a) A “son or daughter of a covered servicemember” means the covered servicemember's biological, adopted, or foster child, stepchild or legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

b) A “parent of a covered servicemember” means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents in law.

c) The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered servicemember's spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has siblings and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an Employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(k).

“Covered active duty” means:

(a) “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.

(b) *Covered active duty or call to covered active duty status* in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that



the person does not have to be a minor.) This type of leave would be counted toward the Employee's 12-week maximum of FMLA leave in a 12-month period.

(7) Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.

An Employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks of leave in a single 12-month period to care for that servicemember.

Next of kin is defined as the closest blood relative of the injured or recovering servicemember.

The term "covered servicemember" means:

(a) a member of the Armed Forces (including a member of the National Guard or Reserve) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term "serious injury or illness" means:

(a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserve), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating;

(b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

(c) Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

### **3. Amount of Leave**

An eligible Employee can take up to 12 weeks for the FMLA circumstances (No. 1) through (No. 5) above under this Policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an Employee uses any leave under this Policy. Each time an employee takes leave, the company will compute the amount of leave the Employee has

taken under this Policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the Employee is entitled to take at that time.

An eligible Employee can take up to 26 weeks for the FMLA circumstance (No. 6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill servicemember, the husband and wife may only take a combined total of 26 weeks of leave.

#### **4. Employee Status and Benefits During Leave**

While an Employee is on leave, the company will continue the Employee's health benefits during the leave period at the same level and under the same conditions as if the Employee had continued to work.

If the Employee chooses not to return to work for reasons other than a continued serious health condition of the Employee or the Employee's family member or a circumstance beyond the Employee's control, the company will require the Employee to reimburse the Company the amount it paid for the Employee's health insurance premium during the leave period.

Under current Company policy, the Employee pays a portion of the health care premium. While on paid leave, the Company will continue to make payroll deductions to collect the Employee's share of the premium. While on unpaid leave, the Employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting Department by the first day of each month. If the payment is more than 30 days late, the Employee's health care coverage may be dropped for the duration of the leave. The Company will provide 15 days' notification prior to the Employee's loss of coverage.

If the Employee contributes to a life insurance or disability plan, the Company will continue making payroll deductions while the Employee is on paid leave. While the Employee is on unpaid leave, the Employee may request continuation of such benefits and pay his or her portion of the premiums, or the Company may elect to maintain such benefits during the leave and pay the Employee's share of the premium payments. If the Employee does not continue these payments, the Company may discontinue coverage during the leave. If the Company maintains coverage, the Company may recover the costs incurred for paying the Employee's share of any premiums, whether or not the Employee returns to work.

#### **5. Employee Status After Leave**

An Employee who takes leave under this Policy may be asked to provide a fitness for duty (FFD) clearance from a health care provider. This requirement will be included in the Company's response to the FMLA request. Generally, an Employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The Company may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business

operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

#### **6. Use of Paid and Unpaid Leave**

An Employee who is taking FMLA leave because of the Employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an Employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if a Company provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the Employee's 12-week entitlement. The Employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An Employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An Employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

#### **7. Intermittent Leave or a Reduced Work Schedule**

The Employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The company may temporarily transfer an Employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the Employee or Employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the Employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the Employee is taking leave for a serious health condition or because of the serious health condition of a family member, the Employee should try to reach agreement with the company before taking intermittent leave or working a reduced-hour schedule. If this is not possible, then the Employee must prove that the use of the leave is medically necessary.

#### **8. Certification for the Employee's Serious Health Condition**

The company will require certification for the Employee's serious health condition. The Employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical

certification will be provided using the Department of Labor Certification of Health Care Provider for Employee's Serious Health Condition.

The Company may directly contact the Employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The Company will not use the Employee's direct supervisor for this contact. Before the Company makes this direct contact with the health care provider, the Employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Company will obtain the Employee's permission for clarification of personal health information.

The Company has the right to ask for a second opinion if it has reason to doubt the certification. The Company will pay for the Employee to get a certification from a second doctor, which the Company will select. The Company may deny FMLA leave to an Employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary, to resolve a conflict between the original certification and the second opinion, the Company will require the opinion of a third doctor. The Company and the Employee will mutually select the third doctor, and the Company will pay for the opinion. This third opinion will be considered final. The Employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **9. Certification for the Family Member's Serious Health Condition**

The Company will require certification for the family member's serious health condition. The Employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the Department of Labor Certification of Health Care Provider for Family Member's Serious Health Condition.

The Company may directly contact the Employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The Company will not use the Employee's direct supervisor for this contact. Before the Company makes this direct contact with the health care provider, the Employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Company will obtain the Employee's family member's permission for clarification of personal health information.

The Company has the right to ask for a second opinion if it has reason to doubt the certification. The Company will pay for the Employee's family member to get a certification from a second doctor, which the Company will select. The Company may deny FMLA leave to an Employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary, to resolve a conflict between the original certification and the second opinion, the Company will require the opinion of a third doctor. The Company and the Employee will mutually select the third doctor, and the Company will pay for the opinion. This third opinion will be considered final. The Employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **10. Certification of Qualifying Exigency for Military Family Leave**

The Company will require certification of the qualifying exigency for military family leave. The Employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the Department of Labor Certification of Qualifying Exigency for Military Family Leave.

### **11. Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave**

The Company will require certification for the serious injury or illness of the covered servicemember. The Employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the Department of Labor Certification for Serious Injury or Illness of Covered Servicemember.

### **12. Recertification**

The Company may request recertification for the serious health condition of the Employee or the Employee's family member no more frequently than every thirty (30) days unless circumstances have changed significantly, or if the Company receives information casting doubt on the reason given for the absence, or if the Employee seeks an extension of his or her leave. Otherwise, the Company may request recertification for the serious health condition of the Employee or the Employee's family member every six (6) months in connection with an FMLA absence. The Company may provide the Employee's health care provider with the Employee's attendance records and ask whether need for leave is consistent with the Employee's serious health condition.

### **13. Procedure for Requesting FMLA Leave**

All Employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR manager. Within five (5) business days after the Employee has provided this notice, the HR manager will complete and provide the Employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the Employee must provide the Company with at least 30 days' notice. When an Employee becomes aware of a need for FMLA leave less than 30 days in advance, the Employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the Employee must comply with the Company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

### **14. Designation of FMLA Leave**

Within five (5) business days after the Employee has submitted the appropriate certification form, the HR manager will complete and provide the Employee with a written response to the Employee's request for FMLA leave using the DOL Designation Notice.

### **15. Intent to Return to Work from FMLA Leave**

On a basis that does not discriminate against Employees on FMLA leave, the Company may require an Employee on FMLA leave to report periodically on the Employee's status and intent to return to work.

## **SECTION 5: Use of Technology Tools & Electronic Communication**

### **01 – General Technology Policy**

The Company and/or client maintains electronic communication systems and electronic technology (herein "Technology") to further the Company's and/or client's business goals. Company/client Technology includes, but is not limited to, voicemail, email, Internet access, computers, tablets, and other similar devices, software, and/or hardware.

Technology is considered Company/client property and is not the private property of any Employee. As such, voicemail, email, computers, phones, electronic files, and/or other electronic data stored on the Company's/client's systems and/or networks are the property of the Company/client. The Company/client reserves the right to monitor and review all communications occurring on or being sent to or from

Company/client Technology and/or equipment or over the Company/client network. No Employee should have any expectation of privacy with respect to any of the Company's/client's Technology. Access to Company/client Technology is strictly for conducting business and carries legal and ethical responsibilities.

Technology may not be used to solicit for commercial ventures, outside organizations, or other non-job-related solicitations. Technology is a business communication medium and its use should be limited to the business of the Company/client.

This Policy should be read and interpreted in conjunction with the Company's/client's other policies, including but not limited to, policies regarding confidentiality and prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. Employees are expected to follow client policies and procedures as they relate to client technology and systems.

#### Technology Security- Privacy

The Company values and respects Employee privacy and is committed to protecting it through our Privacy Policy (the "Privacy Policy"). The Privacy Policy describes the use and disclosure of information the Company collects from you or provided by you when you visit the following Company websites (<https://www.atriumstaff.com> and <https://www.atriumworks.com>) and together with any materials and services available therein, and successor site(s) thereto and our practices for collecting, using, maintaining, protecting, and disclosing that information. The full Company Privacy Policy can be found in the links provided in the Addendum attached hereto.

#### Technology Security - General

Employees should take reasonable precautions to protect the security of the devices assigned to them, as well as the work product produced on such devices. Employees should take reasonable precautions to prevent portable technology from theft or damage. If your device is stolen or damaged, you should report the theft or damage immediately to your Company representative and your client supervisor.

#### Technology Security – Passwords

Passwords should not be shared with anyone. Passwords are designed to maintain the confidentiality of the Company's/client's business-related information. They are intended to give Employee's access to all or part of the Company's/client's communications systems as part of an Employee's work function. Passwords are not intended to provide confidentiality with respect to personal messages and/or documents stored on the Company's/client's systems and/or network.

#### Technology Security – Downloads

Do not download programs or executable files (e.g., files ending in ".exe"), unless expressly authorized by the Company/client. Employees are prohibited from downloading, including but not limited to, music or any other media file, personal documents, browser plugins etc.

Do not open attachments or download documents from unknown or unidentified external sources. Such data may contain computer viruses capable of causing substantial damage to the Company's/client's systems.

#### Technology Security – Email & Internet Access

Email and Internet access is for Company/client business purposes only and not for Employee personal use. Do not open email messages or click on any links from unknown or unidentified external sources. Do not use email to send "chain letters" or to send files in violation of copyright laws.

**Extreme caution should be used when sending or receiving confidential and/ or privileged information via email. Check with your Company representative and/or your client supervisor before**

**sending emails containing any such sensitive and/or confidential information for instructions on how to do so safely and securely, which may require the use of encryption. Employees are prohibited from forwarding email for any Company/client system to non-business or personal accounts.**

Emails are more permanent than written communication on paper. Emails that have been “erased” or “deleted” are still possible to retrieve, read, print, and forward. Email may be monitored, reviewed, and retrieved. Generally, emails are subject to discovery in litigation unless subject to a privilege.

You must abide by all federal and state laws, as well as Company/client policy, with regard to information posted, sent, downloaded, and/or viewed through the Internet. You are prohibited from:

- Accessing the Internet for any unethical purposes, including but not limited to pornography, violence, gambling, racism, harassment, or any illegal activity;
- The unauthorized release or disclosure of any Company and/or client information through the Internet, email, or through any other means;
- Sharing Company/client trade secrets and confidential information over the Internet or by email;
- Using Internet access through the Company and/or the client’s systems and/or networks for any other business or profit-making activities;
- Downloading software from the Internet without prior written approval;
- Downloading games from the Internet;
- Downloading executable files or programs which change the configuration of your computer system without express prior approval; and
- Using the Internet or email to conduct separate business with third parties to further freelance work and/or to develop an independent business venture.

## **02 – Cell Phone Use**

The Company cares about and promotes a safe and productive work environment. As such, your cell phone use should be kept to a minimum and should follow the guidelines as set forth by the client to which you are assigned.

If personal use of your cell phone causes disruptions or a loss in productivity (either your productivity or the productivity of other client Employees), or if cell phone use is deemed excessive, you may be subject to disciplinary action up to and including separation.

Many states have laws that prohibit the use of cell phones while driving. Even if you live in a state that doesn’t have a law prohibiting the use of cell phones while driving, it is well documented that distracted driving is dangerous. If you are operating a vehicle during the course of your assignment and receive a call or text message on your cell phone, do not answer or reply. The Company cares about your safety and violating this Policy may result in disciplinary action up to and including separation.

Unless approved by Company in writing, you will not be reimbursed for cell phone use related to your employment or assignment with a client.

## **03 – Telephone Policy**

The Company’s/client’s telephone and voice message system is intended for business use only. Personal use is prohibited. If you need to make a personal call, do so using a personal cellular phone or other personal device during a non-work period.

International phone calls outside of the US is not permitted without prior written authorization from the client. All voice messages are Company/client property, Employees are prohibited from forwarding

voicemails via email or phone to non-business or personal accounts. Voicemail passwords are intended to limit access to authorized personnel and should be kept private. However, Employees should have no expectation of privacy in connection with such voicemail messages.

Use of the Company's/client's telephone system to make or send fraudulent, unlawful, or abusive calls or messages is prohibited. Employees should report any threatening, intimidating, or harassing telephone calls to a Company representative and your client supervisor. Employees who are found to be the initiator of such unlawful activity will be subject to disciplinary action up to and including separation from employment. In addition, the Company/client reserves the right to seek legal action.

#### **04 – Usernames, Logins, & Passwords (Credentials)**

Usernames, logins, eOffice log in, passwords and other IT security measures (collectively, "IT Credentials") are designed to maintain and safeguard the confidentiality of the Company's/client's business-related information, IT Credentials are not be shared with anyone. IT Credentials provide you with access to all or part of the Company's/client's electronic communication systems as part of your assignment. IT Credentials are not intended to provide privacy with respect to personal messages and documents stored on the Company's/client's electronic communications systems, or your use of those systems; any activities performed using Company/client Technology or IT Credentials shall be considered Company/client property and/or works made for hire. Your eOffice log in and password is unique to every Employee; Employees should take every precaution to safeguard all IT Credentials and not share with others.

#### **05 – Social Media Policy**

As social media gains wider use for business purposes, it is important to exercise discretion and caution when engaging social media for personal or professional use. The Company asks all Employees to use sound judgment when exchanging user-generated content, including but not limited to comments, blogs, photos, and videos of personal nature. We have established these guidelines to assist you in making responsible and appropriate decisions about your use of social media. The Company respects Employees' right to express personal opinions when using personal social media and does not retaliate or discriminate against Employees who use social media for political organizing or other lawful purposes.

##### **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company or the Company's clients, as well as any other form of electronic communication. The same principles and guidelines found in this Policy and Company's client policy, if applicable, apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider the risks and rewards that are involved. Keep in mind that any conduct that adversely affects your job performance, the performance of fellow co-workers or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Company or the Company's clients, and the Company's legitimate business interests, may result in disciplinary action up to and including separation. In addition, the Company/client reserves the right to seek legal action.

##### **Know and follow the rules**

Carefully read these guidelines and ensure your postings are consistent with these policies. 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 separation. Postings of any kind that contain Company (and/or Company's client) data or confidential information is strictly prohibited and may subject you to disciplinary action up to and including separation.

### **Be respectful**

Always be fair and courteous to client Employees, customers, members, suppliers or people who work on behalf of the Company or the Company's clients. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by engaging Company representative or Company HR than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that are disparaging or that might constitute harassment or bullying. Examples of such conduct include offensive posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

### **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be transparent about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched and found. Never post any information or rumors that you know to be false about the Company and/or the Company's clients, fellow associates, Employees, members, customers, suppliers, people working on behalf of the Company, or competitors.

### **Post only appropriate and respectful content**

Adherence to the Company's confidentiality agreement applies to social media posts. As such, you must maintain the confidentiality of the Company and/or the Company's client's trade secrets and private or confidential information. Trade secrets may include but are not limited to, information regarding the development of systems, processes, products, know-how and technology. Do not post Company/client internal business-related confidential information including, but not limited to, internal reports, policies, or procedures.

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Do not create a link from your blog, website or other social networking site to the Company and/or the Company's client's website without clearly identifying yourself as a Company temporary Employee (and not an Employee of the Client company).

Express only your personal opinions. Never represent yourself as a spokesperson for the Company and/or the Company's clients. If the Company and/or the Company's clients are the subject of the content you are creating, be clear and open about the fact that you are a Company temporary Employee (and not an Employee of the Client company) and make it clear that your views do not represent those of the Company and/or the Company's clients, fellow associates, Employees, members, customers, suppliers or people working on behalf of the Company and/or the Company's clients. If you do publish a blog or post online related to the work you do or subjects associated with the Company and/or the Company's client, make it clear that you are not speaking on behalf of the Company and/or the Company's client. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Atrium and its affiliates and/or Atrium's client." Sharing Company/client non-public or confidential information is strictly prohibited without prior written consent from Company or client.

### **Using social media at work**

Refrain from using social media while on work time or on equipment provided, unless it is work-related and consistent with this Policy, client policy and/or client instructions, as applicable. Do not use the Company and/or the Company's client's email addresses to register on social networks, blogs or other websites utilized for personal use.

Any online, social media conduct that violates this Policy, including but not limited to the Company's Anti-Discrimination & Harassment Policy, is strictly prohibited, and subject to disciplinary action up to and including separation from employment.

### **Retaliation is prohibited**

The Company and the Company's clients prohibit taking negative action against any Employee for reporting a possible deviation from this Policy, client policy, violation of law or for cooperating in an investigation. Any individual who retaliates against another individual for reporting a possible deviation from this Policy, client policy, violation of law or for cooperating in an investigation will be subject to disciplinary action, up to and including separation. In addition to, Company reserving the right to seek legal action.

### **Media contacts**

All media inquiries are to be directed to your Company representative and in the case of the Company's client, their established media contact. Employees should not speak to the media on the Company's and/or the Company's client's behalf.

## **06 – Instant Messaging Communications**

Instant messaging communications (IM) are not protected by encryption, thus any Employee utilizing Company/client IM technology while in the course of their assignment with Company's client must exercise caution with regard to content and conversations. Employees should be aware that IM technology does not provide sufficient authentication of the parties involved in conversations, so users cannot be assured that they are communicating with the intended audience (a user may not be who they claim to be). Employees utilizing Company/client IM technology, computer systems, or hardware maintain no personal privacy rights with respect to content created, stored, received or sent via any IM technology.

Company/Company's client reserves the right to intercept, monitor, or record all information stored on its information systems and inspect activity to diagnose problems or identify security threats and/or violations when using IM technology.

Employees are not permitted at any time, to carry out communications via IM that consist of any of the following:

- Health Insurance Portability and Accountability Act (HIPPA) or other lawfully protected information
- Personal identifiable information
- Company (and Company's client) non-public or confidential information
- Constitute intimidating, hostile, or offensive material on the basis of, but not limited to, sex, gender, race, color, religion, national origin or disability
- Partisan political support including, but not limited to statements, opinions, or solicitations
- Communications utilized in such a manner as to qualify as 'excessive personal use' and that interfere with the normal employment

Policy Violations. Misuse of IM technology or use in violation of law or other Company/client policies, will result in disciplinary action, up to and including separation of employment.

## **SECTION 6: PRE-EMPLOYMENT SCREENINGS**

### **01 – Pre-Employment Screening**

Starting an assignment with the Company may be contingent upon the successful completion of pre-employment screening, depending on the Company requirements, Company's client requirements and/or assignment responsibilities. Pre-employment screening is conducted in accordance with applicable federal and state law including, but not limited to, the Fair Credit Reporting Act (FCRA).

#### *Procedure*

If you are selected for an assignment for which pre-employment screening is required, you will receive a weblink to complete a pre-employment screening authorization during the onboarding process. Once the authorization is complete and submitted, the Company's background check vendor will complete all applicable searches related to the assignment. You will not be permitted to begin work until all pre-employment screening has been completed, reviewed by the Company, deemed acceptable in accordance with applicable law, and Company and/or Company's client guidelines.

If Company is required to take adverse action based on pre-employment screening information obtained, the Company, as required by the FCRA, to notify you in advance of any adverse action being taken. You have the right to dispute the accuracy of the information provided to you by the background check vendor, utilizing the instructions provided to contest. All pre-employment screening information is confidential and maintained in a secure file, separate from your personnel file.

## **SECTION 7 WORKPLACE SAFETY**

### **01– Preventing & Reporting Work-Related Injuries**

The Company and its clients are committed to fostering an environment where we're all responsible for taking every reasonable precaution to protect each other from occupational illness and injury. Everyone must protect their own health and safety, as well as that of others around them by working in compliance with applicable law and apply the safe work practices and procedures established by the Company and/or client.

The Company will make every reasonable effort to ensure that our clients provide a hazard free environment and minimize health and safety risks for staff by adhering to all relevant legislation and, where appropriate, through the development, implementation and maintenance of internal health and safety work standards, programs and procedures. The Company adheres to all applicable federal and state laws pertaining to workplace safety including, but not limited to, any mandated training requirements.

#### Rights & Responsibilities

##### **You have a right to:**

- Refuse unsafe work.
- As an Employee, participate in the workplace health and safety activities as a health and safety representative.
- Know about, and be informed about, any actual and potential dangers in the workplace.

##### **It is your responsibility to:**

- Always conduct yourself in a safe manner.
- Work in compliance with Occupational Health & Safety Administration (OHSA) legislation and regulations.
- Complete all safety training that applies to your assignment. You may be required to demonstrate your level of understanding of training through the completion of tests, quizzes and/or task observation.
- Adhere to policies that prescribe safety procedures and precautions as directed by the Company and/or Company's client.
- Report workplace hazards and dangers to your Company representative or by emailing [atriumcares@atriumstaff.com](mailto:atriumcares@atriumstaff.com)
- Ensure you don't use or operate any equipment or work in a way that may endanger you or any individual.
- Avoid engaging in any prank, contest, feat of strength, unnecessary running, or rough and boisterous conduct that could pose a risk to your safety or the safety of others.
- Don't engage in work when your performance is or could be impaired by illicit drugs, legal substances that cause impairment, or other effects.

**You can expect the Company and/or its clients to:**

- Enforce adherence to safety procedures and precautions as directed.
- Advise you of potential and actual hazards.
- Take every reasonable precaution in the circumstances for your protection.
- Establish and maintain at least one health and safety representative.
- Take every reasonable precaution to ensure the workplace is safe.
- Provide training about any potential hazards and how to safely use, handle, store and dispose of hazardous substances, and how to handle emergencies.
- Supply personal protective equipment and ensure workers know how to use the equipment safely and properly.
- Immediately report all critical injuries to OHSA, where required by law.
- Appoint competent managers who set the standards for performance and ensure safe working conditions.

The above information is meant to review and provide key information regarding the requirements and commitments of the Company, its clients and the Company's Employees in relation to workplace safety. It is not meant to be an exhaustive summary of all such requirements, rights or obligations.

If you experience an injury at work:

- If the injury requires immediate attention, please dial 911.
- If the injury **does not** require immediate attention, please report the injury to your client representative and your Company representative. Company's HR department will provide guidance on a health care provider and/or health care facility that you should visit.

All work-related injuries must be reported to your client representative and the Company representative as soon as reasonably possible. Work-related injuries may be covered by Workers' Compensation insurance, which might compensate you for lost time, medical expenses, and loss of life or dismemberment from an injury arising out of or in the course of performing your job.

**02 – Non-Work-Related Injuries**

In the event that you suffer an injury that's not related to your assignment and you are unable to work, please notify your client representative and your Company representative within twenty-four (24) hours

of your inability to work. You may be eligible for disability insurance, depending on the state in which you reside and/or work.

If you qualify for state mandated disability benefits, and are eventually able to return to work, you will be required to present a note from your healthcare provider stating that you are able to return to work. The note should include any potential restrictions or modifications you may have as part of your recovery.

### **03 – Drug-Free Workplace Policy**

In compliance with the Drug-Free Workplace Act of 1988, the Company has a longstanding commitment to providing a safe, quality-oriented, and productive work environment consistent with the standards of the community in which we operate. Alcohol and drug abuse pose a threat to the health and safety of both Company and client employees and to the security of the Company's (and its client's) equipment and facilities.

This Policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This Policy applies to all Employees of the Company. The Company adheres to all federal and state guidelines in its enforcement of this Policy. Employees should abide by any Company's client policy governing the use of legal drugs or alcohol in the workplace. In the event of a conflict the more stringent policy shall govern; provided, however, that such policy does not violate applicable law.

#### Impair or Impairment

Impair or Impairment refers to the deterioration of an individual's judgment or a decrease in their physical ability as a result of substance use. Even small amounts of a substance can affect your mental and physical abilities, including after-effects or 'hangover' effects. Different substances act on your brain in different ways, including affecting, for example:

- attention
- judgment
- motor skills
- reaction time
- decision-making skills
- balance and coordination

#### Work Rules

1. Whenever you are working or are operating any vehicle or machinery as part of your assignment responsibilities, whether such activities are taking place at Company's and/or its client's premises, or are conducting Company and/or its client related business in any location as part of your assignment, you are prohibited from:
  - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (including possession of drug paraphernalia);
  - Being under the influence of alcohol or an illegal drug as defined by applicable law; and
  - Possessing or consuming alcohol.
  
1. The presence of any detectable amount of any illegal drug or illegal controlled substance in your body system, while performing Company and/or its client business and/or while in a Company and/or its client facility, is expressly prohibited.

2. The Company and/or its client will not allow you to perform your duties while taking prescribed drugs that are adversely affecting your judgment or ability to safely and effectively perform your assignment. If you are taking a prescribed medication, you must carry it in the container labeled by a licensed pharmacist or be prepared to produce this if asked.
3. Detection of any illegal drugs or drug paraphernalia will be reported to the appropriate law enforcement agency and may result in criminal prosecution. As with any case of workplace misconduct, you may be subject to disciplinary measures, up to and including separation of employment.

### Screening During Employment

1. **Reasonable Suspicion:** Subject to applicable law, you may be subject to illegal drug or alcohol testing during the course of an assignment based upon, but not limited to, observations made by the Company's client (or any individual with whom you come in contact with during the course of your assignment), potential and/or apparent workplace use and/or possession of drugs or alcohol, or notable impairment. The specific observations and behaviors that created a reasonable suspicion will be documented and the Company will confer with the client supervisor before determining the appropriate next steps, which may include sending you for testing.
2. **Post-accident:** Subject to applicable law, you may be subject to testing when you cause or contribute to accidents that damage a Company's (or its client's) vehicle, machinery, equipment, or any other property and/or result in an injury to you or another person. A probable belief circumstance will be presumed to arise in any instance involving a work-related accident or injury.
3. **Follow-up:** Subject to applicable law, if you have tested positive after a testing due to reasonable suspicion, or otherwise violated this Policy, you may be subject to disciplinary action up to and including separation from employment.

### Confidentiality of Screening Results

Information and records relating to test results provided to the medical review officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Subject to your authorization to release screening records, such records and information may be disclosed to the Company's and/or the client's managers and supervisors on a need-to-know basis. Information and records relating to screening results may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding.

### 04 – Violence-Free Workplace

The Company and the Company's clients strive to provide a safe workplace for all Employees. We have a zero-tolerance policy for any type of workplace violence committed by or against you. You are prohibited from making threats or engaging in violent activities. This list of behaviors, while not inclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging the Company's and/or client's property or property of another person;
- Possession of a weapon while on company property or while on company business; or
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

If you confront or encounter an armed or dangerous person, you should not attempt to challenge or disarm the individual. Remain calm and cooperate with the instructions given. Any potentially dangerous situation must be reported immediately (when it is safe to do so) to your client supervisor and to your Company representative.

### **05 – Weapon-Free Workplace**

The Company and the Company's clients prohibit the possession or use of dangerous weapons on Company and/or client property or in any location in which you carry out your assignment responsibilities. A license to carry a weapon on Company and/or client property does not supersede Company and/or client policy; even if you have a license, you are expressly prohibited from carrying a weapon at any time during the course of your assignment. Any employee in violation of this Policy will be subject to prompt disciplinary action, up to and including separation.

"Company Property" is defined as all Company- and/or client-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the Company's and/or client's ownership or control. This Policy applies to all Company- and/or client-owned or leased vehicles and all vehicles that come onto Company and/or client property.

"Dangerous weapons" include, but are not limited to, firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. You are responsible for making sure that any items in your possession could not be considered dangerous and therefore, prohibited by this Policy.

The Company and/or the Company's clients reserve the right at any time and at their discretion to search all Company- and/or client-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this Policy. If you fail to or refuse to promptly permit a search under this Policy, you will be subject to discipline up to and including separation from employment.

### **06 – Motor Vehicle Operation**

Operating any vehicle, regardless of ownership, for client or Company purposes is prohibited, unless prior written authorization is provided by the Company. If a client requests that you operate a vehicle for work purposes, you are required to notify your Company representative to seek such written approval. Prior to receiving authorization to operate a vehicle for work purposes, a motor vehicle history check of your driving record will be completed. Failure to obtain authorization may result in disciplinary action, up to and including separation from employment. A copy of the Company's Driving Policy can be found via this link: <https://www.atriumdocs.com/associates/handbooks/Atrium-Driving-Policy-August-2021.pdf>

## **SECTION 8: ENDING AN ASSIGNMENT**

### **01 – Resignation**

As a courtesy, it is highly recommended that you provide notice two weeks prior to leaving an assignment.

### **02 – Return of Company and/or Client Property**

All Company/client material, property, Technology and/or equipment must be returned on or before your last day of work. If Company or client property is not returned in a timely fashion, the Company reserves the right to seek legal action against you.

**03 – End of Assignment Contact.**

Please ensure that at the end of an assignment please reach out to your Company representative to verify you updated contact information for any future employment documentation and for end of year tax forms.



**HANDBOOK ACKNOWLEDGEMENT**

I acknowledge that I have received, read and understand a copy of this Handbook, which describes important information about the Company, and understand that I should consult the Company representative and/or the HR department at the Company if I have questions about the policies and information contained herein.

I understand and agree that nothing in the Handbook creates or is intended to create a contract or a promise or representation of continued employment and that employment at the Company is employment at-will, which may be terminated at the will by either the Company and/or client or myself. I further acknowledge and agree that the policies contained in this Handbook shall apply throughout the length of any assignment while employed by Company.

Since the information, policies, and benefits described herein are subject to change, I acknowledge that revisions to the Handbook may occur, except to the Company’s policy of employment-at-will. I understand that the Company may change, modify, suspend, interpret or cancel, in whole or part, any of the published or unpublished personnel policies or practices, with or without notice, at its sole discretion, without giving cause or justification to any employee. Such revised information may supersede, modify or eliminate existing policies and such revisions may be communicated through an updated version of the Handbook or any other written form of communication, including but not limited to email.

Throughout the duration of my prospective employment and actual employment, I understand and agree that in consideration of the employment and/or job-hunting services provided by the Company, I agree to comply with the policies contained in this Handbook. By signing the below, I acknowledge and agree that I have read the Handbook in its entirety and further agree that failure to comply with the policies and procedures contained herein may result in disciplinary action, up to and including separation from employment and/or legal action.

\_\_\_\_\_  
Employee Name – Printed

\_\_\_\_\_  
Employee Name – Signature

\_\_\_\_\_  
Date

## ADDENDUM

### **Paid Holiday Sick Time (PHST)**

Subject to applicable law, to be eligible, Employees must be actively working, be on assignment for ninety (90) days, and may use a maximum of fifty-six (56) hours of PHST in a calendar year. Company's calendar year is defined as January 1 to December 31.

PHST begins to accumulate on the first day of employment at a rate of one (1) hour for every thirty (30) hours worked. PHST may be taken on your ninety-first (91<sup>st</sup>) calendar day and any earned but unused PHST may be carried forward into a new calendar year (subject to applicable law). A limit of one hundred and twelve (112) hours at any time may be banked, however, you will not accrue any additional hours until that bank is reduced. You must be on an active assignment to be eligible for PHST, and submission in the eOffice and must not be more than fourteen (14) days from the date of request.

If your assignment ends at any point, earned but unused PHST will not be paid out. Should you return to work within six (6) months, and have met the eligibility requirements above, earned unused PHST hours accrued before such break in service will be reinstated.

Please contact payroll@atriumstaff.com with any questions or current balance inquiries.

### **PRIVACY POLICY**

Company Privacy Policy can be found via the following link <https://www.atriumstaff.com/privacy-policy/>.

## **CALIFORNIA RESIDENTS**

### **Paid Sick Leave (PST)**

Company complies with the California mandated Paid Sick Time (PST). In addition, Company complies with applicable city or state laws for the city in which you are currently working.

To request sick leave for any reason permissible by applicable law you must submit a sick leave request in the eOffice. Your request must be made within 14 days of the date of absence and will be reviewed by the Company to determine if eligibility requirements are met, and you have accrued and the available hours to meet your request.

If you are eligible, sick leave hours will be processed by the Company on your behalf and included in the next regularly scheduled payroll.

Sick leave hours are not considered time worked and therefore do not count towards overtime calculations. In order to learn if you work in a city/state with mandated sick pay or to submit a request, please visit the eOffice.

Please contact payroll@atriumstaff.com with any questions or current balance inquiries.

### **PRIVACY POLICY**

**Company Privacy Policy for California Residents can be found via the following link:**

[https://www.atriumstaff.com/PrivacyandTermsofUse/CCPAPrivacyNoticeforCaliforniaResidents\\_AtriumStaff.pdf](https://www.atriumstaff.com/PrivacyandTermsofUse/CCPAPrivacyNoticeforCaliforniaResidents_AtriumStaff.pdf).