



Atrium Employment Handbook For
U.S. Temporary Employees

Contents

SECTION 1: INTRODUCTION	4
ATRIUM'S MISSION.....	4
ABOUT YOUR HANDBOOK.....	4
SECTION 2: GENERAL EMPLOYMENT POLICIES.....	5
AT-WILL EMPLOYMENT	5
EQUAL EMPLOYMENT OPPORTUNITY POLICY	5
ANTI-DISCRIMINATION & HARASSMENT-FREE POLICY	6
REASONABLE ACCOMMODATION OF DISABILITIES	9
SECTION 3: EXPECTATIONS & STANDARDS	10
STANDARDS OF BUSINESS CONDUCT	10
BEHAVIOR & GENERAL CONDUCT	10
ATTENDANCE.....	10
APPEARANCE	11
ROMANTIC RELATIONSHIPS	11
CONFIDENTIAL INFORMATION	12
DISCIPLINARY ACTION.....	12
SECTION 4: PAYROLL PROCESSING & POLICIES	14
E-OFFICE.....	14
OVERTIME & MEAL/REST PERIODS	14
PAID LEAVE	15
JURY DUTY	15
DIRECT DEPOSIT.....	15
PAYROLL CHECKS	16
MONEY NETWORK CARD.....	16
FORM W-4.....	16
FORMS W-2 & 1095.....	16
PAYROLL PROCESSING.....	17
REIMBURSABLE EXPENSE PROCESSING	17
OVERPAYMENTS	17
SECTION 5: BENEFITS & LEAVE OF ABSENCES	18
MEDICAL, DENTAL AND VISION INSURANCES	18
PRESCRIPTION DISCOUNT CARD	18
COMMUTER BENEFITS (TRANSIT)	18
401(K) RETIREMENT PLAN	18
REFERRAL PROGRAM – TALENT SOLUTIONS.....	18

FAMILY AND MEDICAL LEAVE ACT (FMLA).....	19
SECTION 6: USE OF TECHNOLOGY TOOLS & ELECTRONIC COMMUNICATION	26
GENERAL TECHNOLOGY POLICY	26
CELL PHONE USE.....	27
TELEPHONE POLICY	28
USERNAMES, LOGINS, & PASSWORDS (CREDENTIALS).....	28
SOCIAL MEDIA POLICY	28
INSTANT MESSAGING COMMUNICATIONS	30
SECTION 7: PRE-EMPLOYMENT SCREENINGS.....	32
PRE-EMPLOYMENT SCREENING	32
SECTION 8: WORKPLACE SAFETY.....	33
PREVENTING & REPORTING WORK-RELATED INJURIES	33
NON-WORK-RELATED INJURIES.....	34
DRUG-FREE WORKPLACE POLICY	34
VIOLENCE-FREE WORKPLACE.....	36
WEAPON-FREE WORKPLACE.....	36
MOTOR VEHICLE OPERATION	37
SECTION 9: END OF AN ASSIGNMENT	38
END OF ASSIGNMENT CONTACT.....	38
RESIGNATION/TERMINATION	38
RETURN OF COMPANY AND/OR CLIENT PROPERTY	38
HANDBOOK ACKNOWLEDGEMENT	40
ADDENDUM A	41
ADDENDUM B: CALIFORNIA	42

SECTION 1: INTRODUCTION

Welcome to the Atrium Handbook, and congratulations on joining our team of temporary Employees, as defined below! We are thrilled to have you on board. This Handbook serves as a comprehensive guide to understanding our company policies, procedures, and expectations while working with us. We encourage you to read it carefully and refer to it whenever necessary.

When you accept an assignment at one of Atrium's clients, we will provide you with specific details about your assignment and the client to which you are assigned. In some cases, we may also share the client's policies to which you must adhere. However, please note that you are also required to follow Atrium's policies throughout the duration of all assignments, regardless of the specific details and expectations of the client.

Please remember that this Handbook is not a contract of employment but rather a guide to help you understand our policies and procedures. We reserve the right to update and modify its contents as needed. Any changes will be communicated to you in a timely manner.

We understand that this Handbook may not cover all situations, and you may have questions or concerns. In such cases, please feel free to reach out to your Atrium representative who facilitated your hiring at the client company. They will be more than happy to assist you.

Thank you for choosing Atrium as your partner in temporary employment! We are excited to provide you with the best possible support.

ATRIUM'S MISSION

As a pioneering WBENC-certified Talent Solutions and Extended Workforce Management company, Atrium's mission is to build the workforce of tomorrow by putting people first. Our Applicant-Centric philosophy guides all that we do, as we build enduring relationships and find our applicants jobs they love.

What you do matters. As a people-centric organization, we foster an environment of collaboration, high-performance and innovation where your talents are valued, and your achievements are celebrated. Join us and become part of an inclusive team committed to creating a meaningful impact on the workforce.

ABOUT YOUR HANDBOOK

This Atrium Employment Handbook (herein "Handbook or Policy") is provided to all temporary Employees ("Employee[s]") of Atrium Staffing LLC and its Affiliates (collectively "Atrium"). Atrium and its affiliated entities include but are not limited to, Atrium Staffing LLC, Atrium Specialty WS LLC, Atrium Payroll Services LLC, Atrium Managed 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 Atrium.

The policies contained in this Handbook are effective as of JULY 22ND, 2024 and supersede all prior policies and Handbooks. The Company reserves the right to make modifications and/or additions to this Handbook as necessary.

SECTION 2: GENERAL EMPLOYMENT POLICIES

AT-WILL EMPLOYMENT

This Handbook neither implies nor establishes a contract between Atrium and its Employees. The contents of this Handbook summarize current company policies and programs. Atrium reserves the right to change, modify, suspend, interpret, or withdraw any published personnel policies, in whole or in part any part, without having to give cause or justification to any Employee. Recognition of these rights and prerogatives is a term and condition of employment. Nothing contained in this Handbook should be construed as a guarantee of continued employment.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Atrium is fully committed to principles of EEO and affirmative action. Atrium supports the EEO policy and Affirmative Action Programs. Atrium does not discriminate or allow the harassment of Employees or applicants on the basis of age, race, including hair style or hair texture, color, religion or creed, political opinion, sex, sexual orientation, gender identity, pregnancy, childbirth or related medical condition, national origin or ancestry, physical or mental disability, genetic information, medical conditions, family care or medical leave status, military service or status as a protected veteran, marital status, familial status, citizenship, or any other basis protected by applicable federal, state or local laws (“Protected Characteristics”).

This policy applies to all jobs at Atrium and to all employment practices provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. Atrium does and will continue to take affirmative action to employ and advance in employment women, minorities, individuals with disabilities, and protected veterans.

Employment decisions at Atrium are based on legitimate, job-related criteria. All personnel actions or programs including recruitment, hiring, training, promotion, termination, compensation, benefits, and/or other terms, conditions, or privileges of employment are made without discrimination because of any Protected Characteristic. Employees may choose to voluntarily disclose their sex, race/ethnicity, disability, and protected veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and disabled veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. Atrium makes, and will continue to make, reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or Employee to promote the employment of qualified individuals with disabilities and disabled veterans, unless such accommodations would impose an undue hardship on the operations of Atrium’s business. Atrium also makes reasonable accommodations for sincerely held religious beliefs.

Atrium has appointed our *Vice President of People and Engagement*, as the *Affirmative Action Officer* for Atrium, with responsibility for designing and implementing Atrium’s affirmative action activities. The Affirmative Action Officer has the full support of top management and the staff necessary to fully implement these Programs. Atrium conducts annual training to prevent any harassment.

Our Affirmative Action Programs include an audit and reporting system. The *Affirmative Action Officer* has been assigned responsibility for conducting the audit and annually reports our progress toward achieving the objectives of our EEO and affirmative action commitments. Atrium’s Affirmative Action Programs for Individuals with Disabilities and Protected Veterans, respectively, are available for inspection in the Human Resources Department during regular business hours upon request.

In addition, Employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, activities such as filing a complaint, assisting or participating in an investigation, compliance review or hearing, or opposing any act or practice made unlawful, or exercising any other right protected by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Executive Order 11246, and/or any other federal, state or local law or regulation regarding Equal Employment Opportunity.

RELIGIOUS AND NATIONAL ORIGIN EQUAL EMPLOYMENT POLICY

Pursuant to Atrium's equal employment opportunity and affirmative action policy, the following statement describes the policy prohibiting religious and national origin discrimination and harassment in the workplace. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, hiring, promotion, transfer, demotion, layoff or recall from layoff, termination, wage and benefit administration, and selection for training or other employment opportunities. In furtherance of Atrium's commitment to ensuring equal employment opportunity regardless of national origin or religious beliefs, Atrium will take the following steps, as appropriate:

- Recruit individuals for all positions without regard to their national origin or religious beliefs.
- Provide qualified Employees with an equal opportunity to move to any available job without regard to their religion or national origin.
- Administer employment opportunities, wages, hours, conditions of employment, retirement programs, and other Employee benefits regardless of religion or national origin.
- Develop written policies which prohibit unwelcome verbal or physical conduct based on religion or national origin and take reasonable steps to prevent such harassment from occurring.
- As appropriate, distribute the Equal Employment Opportunity Policy to all Employees/Explain Atrium's commitment to equal employment opportunity to supervisors and Employees and request their support.
- Develop reasonable internal procedures to monitor implementation of the equal employment opportunity and affirmative action policy.
- Inform all recruitment sources of Atrium's commitment to equal employment opportunity and seek their assistance and support of Atrium's commitment to providing equal employment opportunity without regard to national origin or religion; and
- Make reasonable accommodations to religious observations and practices of an Employee or prospective Employee unless doing so would pose an undue hardship on Atrium's business.
- To request an accommodation because of a sincerely held religious belief, applicants or Employees should notify Atrium's Human Resources.
- No retaliation may occur based on an individual's request for an accommodation. If an individual believes that they or someone else may have been subjected to discrimination or harassment based on an accommodation request, they should immediately inform Atrium's Human Resources.

ANTI-DISCRIMINATION & HARASSMENT-FREE POLICY

It is Atrium's commitment to have a workplace free of unlawful harassment or discrimination of any kind. Atrium has a zero-tolerance policy, and prohibits harassment and discrimination of one Employee by another Employee, supervisor, or third party for any reason including, but not limited to: to age, race, including hair style or hair texture, color, religion or creed, political opinion, sex, sexual orientation, gender identity, pregnancy, childbirth or related medical condition, national origin or ancestry, physical or mental disability, genetic information, medical conditions, family care or medical leave status, military

service or status as a protected veteran, marital status, familial status, citizenship, or any other basis protected by applicable federal, state or local laws (“Protected Characteristics”).

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.

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

No Bullying

Atrium 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 Atrium'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.
- Cyber Bullying: SMS, Text, and apps, or online in social media, forums, email, and any other tech medium. Includes sending, posting, or sharing negative, harmful, false, or mean content about someone else.

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 Atrium while on assignment with a client, you should immediately bring the matter to the attention of your Atrium representative. If you cannot immediately contact your Atrium representative, please contact Atrium's Human Resources ("HR") department at 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. Atrium 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 where possible. 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.

Non-Retaliation

Atrium does not and will not retaliate against any Employee who brings forth any good-faith suspected violation(s) of the policies in this Handbook, especially violations of the Anti-Discrimination & Harassment-Free policy.

In the context of this policy, “good faith” means that an Employee initiated a complaint with the honest belief or purpose, or faithful performance of his/her/they duties, that one or more of Atrium’s policies were violated.

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.
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.

REASONABLE ACCOMMODATION OF DISABILITIES

Individuals with a disability and/or those who qualify for reasonable accommodations (e.g., job or workplace restructuring, leave, modified schedule, reassignment, etc.) may submit a request, in writing, to HR. Individuals requesting reasonable accommodations shall specify the type of reasonable accommodation sought and reason. An individual requesting an accommodation shall notify their Atrium representative or Atrium’s HR during the onboarding process or as soon as you become aware of the need for accommodation. An individual shall not wait until he/she/they are amid a disciplinary action or performance evaluation to request a reasonable accommodation(s).

Medical substantiation may be required depending on the type of reasonable accommodation requested. You may also be required to sign a medical release to allow Atrium to obtain medical information from your medical provider concerning any disability and reasonable accommodation sought. Atrium may engage in an interactive discussion with you and/or your treating medical professionals to determine if there is suitable reasonable accommodation that will not impose an undue hardship on Atrium or Atrium’s clients. Once accommodation options have been explored, Atrium may choose what accommodation to implement. If there is more than one option, Atrium will consider the preference of the Employee. However, Atrium gets to choose among effective options and can choose, for example, the lowest cost accommodation.

All Employees are expected to report for work in a condition fit for duty, meaning that they are expected to perform their job properly and in a safe and efficient manner. Any Employee taking medically prescribed or over the counter medication is responsible for being aware of any potential effect or impairment such as may have on his/her/their reactions, judgments, or ability to perform his/her/their duties. If the medication may negatively affect or impair the Employee's ability to perform his/her/their job properly or in a safe and/or efficient manner, the Employee is responsible for requesting a reasonable accommodation from your Human Resources Manager before working while using the medication.

SECTION 3: EXPECTATIONS & STANDARDS

STANDARDS OF BUSINESS CONDUCT

Atrium maintains the highest ethical standards in the conduct of its business affairs including its relationship with clients, suppliers, Employees, associates, and the communities in which our operations are located.

The purpose of this policy statement is to affirm Atrium's strong commitment to the highest standards of legal and ethical conduct in its business practices, and to consolidate the various policies concerning this commitment into a single policy.

BEHAVIOR & GENERAL CONDUCT

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

- Be communicative – Contact your Atrium representative with questions, concerns, or feedback while on assignment. It is important for your Atrium representative to be aware of any changes to your assignment status. Please contact your Atrium representative if you are approached regarding any changes in your assignment or regarding an offer for another position by Atrium's client.
- Review Atrium communications – Periodically, Atrium 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 Atrium communications can be safely delivered to you by whitelisting @atriumstaff.com, @atriumworks.com, and @atriumglobal.com with your email provider.

ATTENDANCE

It is expected that you will arrive to work on time and work until the scheduled end time per the direction of your supervisor. However, if you will be late or absent from work, you should contact your Atrium 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 Atrium 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 Atrium representative. Please contact Atrium's 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.

APPEARANCE

As an Employee of Atrium on assignment at Atrium's client, professional attire is suggested unless otherwise advised by Atrium 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").

Atrium remains committed to the CROWN Act, which stands for "Creating a Respectful and Open World for Natural Hair," prohibiting race-based hair discrimination, which is the denial of employment and educational opportunities because of hair texture or protective hairstyles including braids, locs, twists or Bantu knots.

Personal Hygiene

Maintaining personal hygiene is crucial for fostering a professional and healthy workplace environment. Our commitment to cleanliness reflects our respect for colleagues and helps ensure a positive and productive atmosphere for everyone. Failure to maintain appropriate personal hygiene may be addressed by management if necessary. Continuous neglect of personal hygiene standards may result in disciplinary action in accordance with company policies.

To promote good hygiene practices, we expect all Employees to adhere to the following guidelines:

1. Daily Hygiene
 - a. Bathe/shower frequently.
 - b. Maintain good oral hygiene.
 - c. Wash your hands frequently and use hand sanitizer as needed.
2. Attire and Appearance
 - a. Wear clean clothing.
 - b. Keep hair clean and groomed.
 - c. Keep nails clean and maintain an appropriate nail length.
3. Fragrance and Scents
 - a. Use fragrances in moderation, such as perfumes, colognes, or other scented products.
 - b. Be mindful of strong-smelling foods or substances you bring to the workplace.
4. Workstation Cleanliness:
 - a. Keep personal workspaces clean and organized.
 - b. Respect shared spaces and always clean up after yourself.

If you have any concerns or need assistance regarding personal hygiene, please do not hesitate to contact Atrium's HR department. We are here to support you in maintaining a healthy and respectful work environment.

ROMANTIC RELATIONSHIPS

Employees are required to disclose romantic relationships with their co-workers or superiors to Human Resources if they are or become involved with a direct supervisory subordinate. This includes relationships with client Employees. Employees need to understand that boundaries and respect should

always be maintained, and harassment will not be tolerated. Discrimination or retaliation based on an Employee's involvement in a romantic relationship is strictly prohibited. Atrium asks that Employees maintain professionalism and avoid any disruptive behavior such as public display of affection. The Employee shall not face negative consequences for reporting romantic relationships or refusing romantic advances.

CONFIDENTIAL INFORMATION

Confidentiality is of the utmost importance at Atrium. Just as Atrium takes precautions to safeguard your personal information and the information of Atrium's clients, you are also responsible for taking precautions to safeguard information you learn from working at one of Atrium's clients and at Atrium. During the course of your assignment, you may be granted access to an Atrium 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 an Atrium Employee, and/or a social media policy. In this case, you shall be required to abide by the terms of both Atrium's and the client's documents. In the event of a conflict between any Atrium and client policies or documents, whichever provides more protection to Atrium and/or the client will supersede.

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.

DISCIPLINARY ACTION

Purpose

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

Atrium reserves the right to combine, accelerate, 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 Atrium and/or Atrium's client.

At any time, you will have the opportunity to present information to provide context about the situation or issue to Atrium. 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 Atrium representative(s) regarding this disciplinary process will be saved in your Employee file.

Procedure

Counseling and Warning(s)

An Atrium representative will discuss the nature of the issue and if applicable, detail violation of any policies or procedures of Atrium and/or Atrium'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 Atrium 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 Atrium 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 Atrium, 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 and/or Assignment

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

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 Atrium.

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. Actions such as 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.

SECTION 4: PAYROLL PROCESSING & POLICIES

E-OFFICE

Atrium is pleased to be able to offer you an eOffice account which will provide you with online access to your Atrium Employee file. An Atrium 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 paystubs and access electronic copies of your Form W-2
- View prior time sheet submissions
- View important announcements from Atrium
- Ability to update your contact information
- Review and print various tax and direct deposit forms, benefit guides, and manuals
- Payroll and benefit calendars
- Contact Atrium 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

OVERTIME & MEAL/REST PERIODS

Atrium 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 Atrium 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 Atrium 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 an Atrium client representative to misrepresent hours worked on your timesheet, please contact your Atrium 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 Atrium 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.

PAID LEAVE

Please refer to the addendums attached hereto as *Addendum A* and *Addendum B: California*, for additional details relating to paid leave.

JURY DUTY

Atrium 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 Atrium representative and your client supervisor immediately. State law dictates the minimum Atrium requirement for payment and/or time off for jury duty, and Atrium complies with applicable requirement(s). If you are summoned for jury duty, please save the applicable documentation to present to Atrium. Should you be eligible for payment for jury duty, Atrium 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.

DIRECT DEPOSIT

Atrium 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 Atrium representative for assistance. Atrium 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; Atrium 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. Atrium 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. You should be the account holder and you are responsible to maintain the account details.
- iii. Should you wish to change your banking information, your Atrium representative will provide you with instructions and the appropriate forms and upon receipt of completed forms, Atrium'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. Atrium 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. Atrium strongly encourages you to closely monitor the status of your timesheet to ensure timely approval and inclusion in the weekly payroll process.

PAYROLL DEDUCTIONS

Every pay period there are several deductions that will be made from your paycheck. Some of these deductions are required by law; any additional deductions are based on elections you make to participate in certain benefit plans.

Atrium is required by law to make payroll deductions for Federal, State and City (where applicable) income tax withholdings and Social Security (OASDI & Medicare). Atrium is further mandated to have state deductions such as Disability, Paid Family Leave, and Unemployment. In addition, you may authorize pre-tax payroll deductions for group medical, vision and dental coverage, participation in the Health Spending Account (HSA), Life Insurance, Short Term Disability, 401(k) Plan (if eligible) and Commuter Benefit Program. Information concerning these plans is outlined in the Benefits section of the Handbook.

When court-ordered wage garnishments are to be taken from your paycheck, you will be notified prior to Atrium taking the deductions. Atrium acts in accordance with the federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from your paycheck.

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 Atrium's Pittsburgh, PA office. Atrium 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 original 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.

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. Atrium 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 Atrium representative for enrollment forms.

FORM W-4

When you register with Atrium, 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.

FORMS W-2 & 1095

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

PAYROLL PROCESSING

Atrium processes payroll on a weekly basis. Unless client practices dictate otherwise, the workweek is Monday – Sunday and payroll will be issued weekly. Atrium 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 your eOffice for important messages, including messages from the payroll department about changes in the payroll processing schedule when a holiday occurs.
- iv. Review each paystub issued to monitor the accuracy of the hours processed, tax withholdings and benefits deductions.

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, Atrium 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 Atrium representative for assistance.
- ii. If applicable, carefully review the client policy and/or instructions provided by your client supervisor or Atrium 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 may be ineligible for reimbursement.
- v. Expenses must be reasonable.

OVERPAYMENTS

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

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

Subject to applicable law, Atrium 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 Atrium by promptly sending Atrium a check in the amount of the overpayment. Upon recouping the overpayment, Atrium 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 5: BENEFITS & LEAVE OF ABSENCES

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

MEDICAL, DENTAL AND VISION INSURANCES

Atrium 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.

Atrium offers benefits to Employees who work an average of 130 hours per month. Benefit eligibility is reviewed the month after you are hired. Elected benefits will become effective the first of the month following 60 days from your date of hire. You will receive an eligibility notice from the Atrium Benefits Team. Our benefits plan year runs from January to December. You may also enroll your eligible dependents for coverage.

PRESCRIPTION DISCOUNT CARD

You are eligible to receive 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. Additional information on this benefit is offered within your eOffice, where you can also print this discount card directly.

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").

401(K) RETIREMENT PLAN

You will be eligible to participate in Atrium's 401k Retirement Plan the month following the achievement of 500 hours worked. The Atrium Benefits Team will send a separate eligibility notification at that time.

REFERRAL PROGRAM – TALENT SOLUTIONS

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 Atrium;
- b) Temporary candidate must work a minimum of 260 hours for which Atrium 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 Atrium. In order to receive a client referral bonus:

- a) You must be a registered Employee of Atrium

- b) Atrium 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.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

The FMLA allows Employees to maintain Atrium 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 Atrium. Atrium 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, Atrium will follow the applicable law.

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 Atrium employs at least 50 Employees within a 75-mile radius of that worksite.

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 Atrium's sick leave policy are encouraged to consult with your Atrium 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, Atrium 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.

(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.

(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.

Amount of Leave

Under FMLA, 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. Atrium 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, Atrium 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, Atrium 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 both parents work for Atrium and each wish 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.

Employee Status and Benefits During Leave

While an Employee is on leave, Atrium 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,

Atrium will require the Employee to reimburse Atrium the amount it paid for the Employee's health insurance premium during the leave period.

Under current Atrium policy, the Employee pays a portion of the health care premium. While on paid leave, Atrium 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. Atrium will provide 15 days' notification prior to the Employee's loss of coverage.

If the Employee contributes to a life insurance or disability plan, Atrium 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 Atrium 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, Atrium may discontinue coverage during the leave. If Atrium maintains coverage, Atrium may recover the costs incurred for paying the Employee's share of any premiums, whether or not the Employee returns to work.

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 Atrium'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. Atrium 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.

Running out of FMLA leave can be a challenging situation, but it doesn't mean you're left without options. Open communication with Atrium, understanding company policies, and exploring alternative options can help you navigate this situation effectively.

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 Atrium 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 Atrium's sick leave policy) prior to being eligible for unpaid leave.

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).

Atrium 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, Atrium 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 Atrium 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.

Working While on Leave of Absence

Employees will not be eligible for a medical leave of absence, if any of the following occur during the time period in which the requested leave of absence occurs:

1. Accept another offer of employment.
2. Go into business for yourself.
3. Continue working at another job you held at the same time you were employed with Atrium.

You will be considered to have voluntarily resigned from employment with Atrium, as of the day on which you began your Leave of Absence, if any of the aforementioned occurs.

FMLA Certification

Atrium will require certification for 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.

FMLA Recertification

Atrium 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 Atrium receives information casting doubt on the reason given for the absence, or if the Employee seeks an extension of his or her leave. Otherwise, Atrium 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. Atrium 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.

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 Atrium 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 Atrium's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

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.

Intent to Return to Work from FMLA Leave

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

Americans with Disabilities Act Amendments Act (ADAAA)

Atrium complies with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is Atrium's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Procedures

When an individual with a disability requests an accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, the individual will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

Atrium will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to Atrium. Contact human resources (HR) with any questions or requests for accommodation.

All Employees are required to comply with Atrium's safety standards. Current Employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the Employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under Atrium's ADA policy.

The HR department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat, and undue hardship issues.

Terms Used in This Policy

As used in this ADA policy, the following terms have the indicated meaning:

- **Disability:** A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
- **Major life activities:** Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- **Major bodily functions:** Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed “mental retardation”), organic brain syndrome, emotional or mental illness and specific learning disabilities.
- **Substantially limiting:** In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder, and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.
- **Direct threat:** A significant risk to the health, safety, or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
- **Qualified individual:** An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
- **Reasonable accommodation:** Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
- **Undue hardship:** An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
 - The nature and cost of the accommodation.
 - The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
 - The overall financial resources of the employer; the size, number, type, and location of facilities.

- The type of operations of Atrium, including the composition, structure, and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
- Essential functions of the job: Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

SECTION 6: USE OF TECHNOLOGY TOOLS & ELECTRONIC COMMUNICATION

GENERAL TECHNOLOGY POLICY

Atrium and/or the client maintains electronic communication systems and electronic technology (herein “Technology”) to further Atrium’s and/or client’s business goals. Atrium/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 Atrium/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 Atrium’s/client’s systems and/or networks are the property of Atrium/the client. Atrium/the client reserves the right to monitor and review all communications occurring on or being sent to or from Atrium/client Technology and/or equipment or over the Atrium/client network. No Employee should have any expectation of privacy with respect to any of Atrium’s/the client’s Technology. Access to Atrium/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 Atrium/the client.

This Policy should be read and interpreted in conjunction with Atrium’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

Atrium 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 Atrium collects from you or provided by you when you visit the following Atrium websites (<https://www.atriumstaff.com> and <https://www.atriumglobal.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 Atrium Privacy Policy can be found via the following links:

<https://www.atriumstaff.com/privacy-policy/> and <https://www.atriumglobal.com/privacy-policy/>

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 Atrium representative and your client supervisor.

Technology Security – Passwords

Passwords should not be shared with anyone. Passwords are designed to maintain the confidentiality of Atrium’s/client’s business-related information. They are intended to give Employee’s access to all or part of Atrium’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 Atrium’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 Atrium/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 Atrium’s/client’s systems.

Technology Security – Email & Internet Access

Email and Internet access is for Atrium/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 Atrium 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 emails from any Atrium/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 Atrium/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 Atrium and/or client information through the Internet, email, or through any other means;
- Sharing Atrium/client trade secrets and confidential information over the Internet or by email;
- Using Internet access through Atrium 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.

CELL PHONE USE

Atrium 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. Atrium cares about your safety and violating this Policy may result in disciplinary action up to and including separation.

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

TELEPHONE POLICY

Atrium'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 Atrium/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 Atrium'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 an Atrium 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, Atrium/the client reserves the right to seek legal action.

USERNAMES, LOGINS, & PASSWORDS (CREDENTIALS)

Username, logins, eOffice log in, passwords and other IT security measures (collectively, "IT Credentials") are designed to maintain and safeguard the confidentiality of Atrium's/client's business-related information. IT Credentials are not to be shared with anyone. IT Credentials provide you with access to all or part of Atrium'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 Atrium's/client's electronic communications systems, or your use of those systems; any activities performed using Atrium/client Technology or IT Credentials shall be considered Atrium/client property. An eOffice login and password is unique to every Employee; Employees should take every precaution to safeguard all IT Credentials and not share with others.

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. Atrium 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. Atrium 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 Atrium or Atrium's clients, as well as any other form of electronic communication. The same principles and guidelines found in this Policy and Atrium'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 Atrium or Atrium's clients, and Atrium's legitimate business interests, may result in disciplinary action up to and including separation. In addition, Atrium/the 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 Atrium (and/or Atrium'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 Atrium or Atrium'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 an Atrium representative or Atrium 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 Atrium 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 Atrium and/or Atrium's clients, Employees, fellow associates, members, customers, suppliers, people working on behalf of Atrium, or competitors.

Post only appropriate and respectful content.

Adherence to Atrium's confidentiality agreement applies to social media posts. As such, you must maintain the confidentiality of Atrium and/or Atrium'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 Atrium/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 Atrium and/or Atrium’s client’s website without clearly identifying yourself as an Atrium temporary Employee (and not an Employee of the Client company).

Express only your personal opinions. Never represent yourself as a spokesperson for Atrium and/or Atrium’s clients. If Atrium and/or Atrium’s clients are the subject of the content you are creating, be clear and open about the fact that you are a Atrium temporary Employee (and not an Employee of the Client company) and make it clear that your views do not represent those of Atrium and/or Atrium’s clients, Employees, fellow associates, members, customers, suppliers or people working on behalf of Atrium and/or Atrium’s clients. If you do publish a blog or post online related to the work you do or subjects associated with Atrium and/or Atrium’s client, make it clear that you are not speaking on behalf of Atrium and/or Atrium’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 Atrium/client non-public or confidential information is strictly prohibited without prior written consent from Atrium 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 Atrium and/or Atrium’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 Atrium’s Anti-Discrimination & Harassment Policy, is strictly prohibited, and subject to disciplinary action up to and including separation from employment.

Retaliation is prohibited.

Atrium and Atrium’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, Atrium reserving the right to seek legal action.

Media contacts.

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

INSTANT MESSAGING COMMUNICATIONS

Instant messaging communications (IM) are not protected by encryption, thus any Employee utilizing Atrium/client IM technology while in the course of their assignment with Atrium’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 Atrium/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.

Atrium/Atrium'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 (HIPAA) or other lawfully protected information
- Personal identifiable information
- Atrium (and Atrium'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 normal employment.

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

SECTION 7: PRE-EMPLOYMENT SCREENINGS

PRE-EMPLOYMENT SCREENING

Starting an assignment with Atrium may be contingent upon the successful completion of pre-employment screening, depending on Atrium requirements, Atrium'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, Atrium'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 Atrium, deemed acceptable in accordance with applicable law, and Atrium and/or Atrium's client guidelines.

If Atrium is required to take adverse action based on pre-employment screening information obtained, Atrium, 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 8: WORKPLACE SAFETY

PREVENTING & REPORTING WORK-RELATED INJURIES

Atrium 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 Atrium and/or client.

Atrium 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. Atrium 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 Atrium and/or Atrium's client.
- Report workplace hazards and dangers to your Atrium representative or by emailing atriumcares@atriumworks.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 Atrium 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 OSHA, 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 Atrium, its clients, and Atrium'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 Atrium representative. Atrium'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 Atrium 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.

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 Atrium 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.

DRUG-FREE WORKPLACE POLICY

In compliance with the Drug-Free Workplace Act of 1988, Atrium 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 Atrium and client Employees and to the security of Atrium'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 Atrium. Atrium adheres to all federal and state guidelines in its enforcement of this Policy. Employees should abide by any Atrium'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 Atrium’s and/or its client’s premises, or are conducting Atrium 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.
2. The presence of any detectable amount of any illegal drug or illegal controlled substance in your body system, while performing Atrium and/or its client business and/or while in an Atrium and/or its client facility, is expressly prohibited.
3. Atrium 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.
4. 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.

With the increasing legalization of Marijuana, whether recreational or medical, Atrium has a zero-tolerance policy in place prohibiting Employees from being under the influence of any unlawful drugs, Marijuana or alcohol while at work, irrespective of state or local law.

Screening During Employment

1. Reasonable Suspicion: Subject to applicable law, you may be subject to illegal drug, legal marijuana, and/or alcohol testing during the course of an assignment based upon, but not limited to, observations made by Atrium’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 Atrium 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 an Atrium (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 Atrium'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.

VIOLENCE-FREE WORKPLACE

Atrium and Atrium'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 Atrium'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 Atrium representative.

WEAPON-FREE WORKPLACE

Atrium and Atrium's clients prohibit the possession or use of dangerous weapons on Atrium and/or client property or in any location in which you carry out your assignment responsibilities. A license to carry a weapon on Atrium and/or client property does not supersede Atrium 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.

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

Atrium and/or Atrium's clients reserve the right at any time and at their discretion to search all Atrium- 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.

MOTOR VEHICLE OPERATION

Operating any vehicle, regardless of ownership, for client or Atrium purposes is prohibited, unless prior written authorization is provided by Atrium. If a client requests that you operate a vehicle for work purposes, you are required to notify your Atrium 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 Atrium's Driving Policy can be found via this link: <https://www.atriumdocs.com/associates/handbooks/Atrium-Driving-Policy-August-2021.pdf>

SECTION 9: END OF AN ASSIGNMENT

END OF ASSIGNMENT CONTACT

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

RESIGNATION/TERMINATION

As a courtesy, it is highly recommended that you provide notice two weeks prior to leaving an assignment. Final payments will be calculated by any outstanding, earned wages and any other monies due, as mandated by applicable law. Paychecks will be issued to the Employee on the next regularly scheduled payroll, except as mandated by applicable law.

RETURN OF COMPANY AND/OR CLIENT PROPERTY

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

HEALTH & WELFARE BENEFIT CONTINUATION (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives Employees and their qualified beneficiaries the opportunity to continue medical, prescription and dental insurance coverage under Atrium's plan when a "qualifying event" results in the loss of coverage. Some common qualifying events are resignation, separation from employment, death of an Employee, a reduction in an Employee's hours, a leave of absence, an Employee's divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the Employee or beneficiary pays the full cost of coverage at Atrium's group premium plus an administration fee (if applicable). Eligible Employees will be sent a written notice by Atrium's COBRA vendor, containing important information about their rights and obligations granted under COBRA. The Employee will have 60 days to enroll in COBRA once the employer-sponsored benefits end. Even if the Employee's enrollment is delayed, the Employee will be covered by COBRA starting the day the Employee's prior coverage ended.

401(k) Program

Employees that are no longer employed by Atrium should monitor created accounts that impact benefits such as 401(k), and/or year-end forms via GreenShades. It is the Employee's responsibility to update usernames and passwords, as well as retrieve final yearend tax and plan documents, noting that statements will be issued to you as selected prior to your departure.

401(k) funds can be requested as a distribution. If you need to contact Atrium for assistance, please reach out to benefits@atriumstaff.com, hr@atriumstaff.com or payroll@atriumstaff.com.

RE-EMPLOYMENT

Former Employees seeking re-employment with Atrium will undergo the same employment procedures as applicants seeking employment for the first time. An Employee who was dismissed or who left without giving adequate notice generally will not be considered for re-employment.

HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I have received, read, and understand a copy of this Handbook, which describes important information about Atrium, and I understand that I should consult an Atrium representative and/or the HR department at Atrium 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 Atrium is employment at-will, which may be terminated at will by either Atrium 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 Atrium.

Since the information, policies, and benefits described herein are subject to change, I acknowledge that revisions to the Handbook may occur, except to Atrium's policy of employment-at-will. I understand that Atrium 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 Atrium, 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 A

Click [HERE](#) to review all Federal and State required employment posters.

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 sixty-four (64) hours of PHST in a calendar year. Atrium'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. Except for employees working in New York state, PHST may be taken on your ninety-first (91st) 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 twenty-eight (128) 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.

ADDENDUM B: CALIFORNIA

Click [HERE](#) to review California required employment posters.

Paid Sick Leave (PST)

Atrium complies with the California mandated Paid Sick Time (PST). In addition, Atrium 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 Atrium to determine if eligibility requirements are met, and you have accrued the available hours to meet your request.

If you are eligible, sick leave hours will be processed by Atrium on your behalf and will be 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.