



# Employee Handbook

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## Welcome Crew Members

Welcome to Bluecrew! We are excited to have you as part of our team! This Employee Handbook was designed to help ensure your success with Bluecrew. It includes key policies and benefits of working for Bluecrew. While we hope this Handbook is helpful and informative, you should always feel free to contact Bluecrew Support with any questions. You can contact Bluecrew Support through the Bluecrew website or mobile application (collectively, the “Platform”).

In this Handbook, “Bluecrew” refers to your employer, and the “Customer” refers to any of Bluecrew’s customers where you have been assigned. Although you may perform work for one or more Customers, Bluecrew is your employer, not Customer. While employed by Bluecrew, you may be offered various temporary jobs or assignments through the Platform, and you have the right to accept or reject those jobs. Opportunities will vary, including with respect to the type of work to be performed, duration, location, working conditions, and rates of pay.

This Handbook is provided for informational purposes. It is not intended to cover all policies, procedures, or benefits of Bluecrew. Bluecrew reserves the right to revise, delete, and add to the provisions of this Handbook. All such revisions, deletions or additions must be in writing and posted to the Platform. No oral statements or

representations can change the provisions of this Handbook. This Handbook replaces and supersedes all previous versions of the Handbook.

Nothing in this Handbook or in any other document or policy is intended to violate any state, local or federal law. Bluecrew complies with applicable state and local laws. If any policy or provision in this Handbook conflicts with applicable law, applicable law applies.

**THIS HANDBOOK IS NOT A CONTRACT, EITHER EXPRESS OR IMPLIED, AND IS NOT A PROMISE OF SPECIFIC TREATMENT IN SPECIFIC SITUATIONS.**

#### **AT-WILL EMPLOYMENT WITH BLUECREW**

**Your employment relationship with Bluecrew is at-will. This means that either Bluecrew or you can terminate the relationship at any time, for any reason. You or Bluecrew may also terminate any particular assignment at any time, for any reason. The at-will nature of this employment relationship cannot be changed without a written agreement signed by you and the Chief Executive Officer of Bluecrew. This Handbook does not guarantee placement on a shift, or placement or employment for any particular duration.**

### **Equal Employment Opportunity Policy**

Bluecrew is committed to offering equal employment opportunities in all of its employment practices, including hiring, training, promotion, discipline, compensation, benefits, and separation. All employment decisions are based on Bluecrew's and Customers' business needs, job requirements, and individual qualifications, without regard to race, color, religion, national origin, age, sex (including pregnancy), national origin, genetic information, gender, gender expression, physical or mental disabilities, sexual orientation, parental or family status, veteran status or any other classification protected under applicable federal, state or local law. All applicants for employment and employees of Bluecrew may exercise their rights under this policy and federal, state, and local laws.

#### **Accommodations for Disabilities**

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, Bluecrew will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with disability who is an applicant or employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. You may request a reasonable accommodation by contacting Bluecrew Support. Information regarding the disability will only be shared with those having a business need to know, and any records provided will be treated confidentially.

Bluecrew will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth or related medical conditions in the same manner as other employees unable to work or requiring a reasonable accommodation due to physical condition. If you need a temporary change to how, when or where you work due to pregnancy or related conditions, you may request a reasonable accommodation by contacting Bluecrew Support.

#### **Other Accommodations**

Bluecrew respects its employees' religious beliefs and practices. Bluecrew will comply with applicable laws by making, on request, an accommodation for such observances when a reasonable accommodation is available that does not cause undue hardship. If your religious beliefs or practices conflict with any aspect of your employment, you may request a reasonable accommodation by contacting Bluecrew Support.

## Accommodation Decisions

Bluecrew will determine, on a case by case basis, whether a requested accommodation is reasonable or would create an undue hardship after considering the nature of the accommodation, the business needs, operations, and resources of Bluecrew and its Customers, as well as the needs of Bluecrew's other employees.

## Employee Eligibility and Work Authorization

Bluecrew is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If you cannot provide the necessary documentation within three business days of employment, Bluecrew will be required to terminate your employment immediately.

## Anti-Harassment and Anti-Discrimination Policy

Bluecrew strives to maintain work environments free of discrimination and harassment based on race, color, religion, sex, gender, gender identity or expression, national origin, sexual orientation, pregnancy, childbirth and related medical conditions, marital status, age, disability, veteran status, citizenship or immigration status, genetic tests and information, and any other classification protected by applicable federal, state, or local law. Harassment or discrimination based on any protected classification is prohibited and will not be tolerated. This includes actions by Bluecrew or Customer managers or co-workers, or third parties. Further, any retaliation against a complainant (the person who accuses another of prohibited harassment or discrimination) or individuals cooperating with an investigation is also prohibited and will not be tolerated.

### Harassment Defined

Harassment refers to frequent or severe unwelcome behavior based on characteristics protected by law that unreasonably interferes with an employee's job or creates a hostile or offensive work environment.

This includes sexual harassment. Sexual harassment can take many forms and is defined as any unwelcome conduct of a sexual nature, including: (1) unwelcome physical contact or conduct, including sexual flirtations, touching, advances, or requests for sexual favors; or (2) other conduct of a sexual nature which: (a) conditions a person's continued employment on submission to the conduct; (b) affects other employment decisions concerning the employee; (c) unreasonably interferes with a person's work performance; or (d) creates an intimidating, hostile or offensive work environment. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Harassment on the basis of any other legally protected status is also prohibited. It can include, but is not limited to:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favor, or threatening an employment detriment (such as termination, demotion or disciplinary action) for an employee's failure to engage in sexual activity;
- Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- Verbal sexual advances, propositions, requests or comments;
- Sending sexually-related text-messages, videos or messages via social media;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitation;

- Physical conduct, such as touching, assault, impeding or blocking movement;
- Physical or verbal abuse concerning an individual's actual sex or the perception of the individual's sex; and
- Verbal abuse concerning a person's characteristics such as vocal pitch, facial hair or the size or shape of a person's body, including remarks that a male is too feminine, or a woman is too masculine.

### **Examples of Prohibited Harassment**

In addition to the above listed conduct, Bluecrew strictly prohibits harassment concerning race, color, religion, national origin, age, or other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age or other protected characteristic includes:

- Slurs, epithets, and any other offensive remarks;
- Jokes, whether written, verbal or electronic;
- Threats, intimidation, and other menacing behavior;
- Other inappropriate verbal graphic, or physical conduct; and
- Other harassing conduct predicated upon one or more of the protected categories identified in this policy.

### **Prohibition Against Retaliation**

Bluecrew is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with Bluecrew regarding alleged unlawful activity;
- Providing notice to Bluecrew regarding alleged unlawful activity; or • Assisting another employee who is engaged in any of these activities.

Bluecrew is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and observances.

### **Complaint Procedure**

If you experience or witness any harassment, discrimination, or retaliation based on the characteristics listed above that are protected by law by a co-worker, supervisor, manager, Customer, Customer personnel, vendor, or visitor, you must report this information to Bluecrew within 48 hours by contacting Bluecrew Support at [support@bluecrewjobs.com](mailto:support@bluecrewjobs.com). Bluecrew Support will send you a link to complete an Incident Report form. We need this information in order to investigate and take necessary corrective action.

### **Investigation of Complaints**

Bluecrew will promptly respond to complaints of harassment, discrimination, and retaliation. Bluecrew will investigate such complaints with sensitivity to concerns for confidentiality, reputation, and privacy, as is practicable, but at times it may be necessary to reveal the identity of the employee making the complaint and any alleged victims and witnesses. All employees are required to cooperate, as needed, in an investigation of suspected harassment, discrimination, or retaliation. If Bluecrew determines inappropriate conduct occurred, we will take necessary corrective action, including disciplinary action, up to and including termination.

### **Good Faith**

The initiation of a good faith complaint of discrimination, harassment or retaliation will not be grounds for disciplinary action solely because the allegations cannot be substantiated. However, if after investigating a reported incident, Bluecrew determines the report was fraudulent, malicious, or not made in good faith, then the employee who provided the false information may be subject to disciplinary action up to and including termination. Further, any employee who provides false information as a witness, or in support of a fraudulent complaint, will also be subject to disciplinary action up to and including termination.

## **Accepting and Working Jobs**

You may be offered various jobs through the Platform, and you have the right to accept or reject those jobs. Opportunities will vary, including with respect to the type of work to be performed, duration, location, working conditions, and rates of pay.

### **Before working a job**

- Use the Platform to confirm the hours and address. You are required to confirm that you will show up for your first shift 24 hours before you report to work. If you do not confirm your first shift, you will not be scheduled to work, and we will offer the job to others.
- Use the Platform to confirm any uniform requirements and any other job-specific requirements.
- Arrange for transportation to and from the workplace.

### **While working a job**

- Arrive on time and in uniform, if one is required.
- Perform the job in a thorough and professional manner, consistent with high professional standards.
- Treat the Customer and your colleagues with respect.
- Use the equipment provided by the Customer and attend any required training. If you don't feel comfortable and secure in performing the job, contact Bluecrew Support immediately.
- Accurately and honestly report all your hours worked, including overtime, in the Platform or as otherwise instructed by Bluecrew.
- Follow all policies and procedures established by Bluecrew and the Customer for that workplace.

### **After a job**

- Confirm your timesheets correctly reflect all your timestamps, including any meal breaks.
- If you were not provided a meal or rest break to which you were entitled under applicable law, contact Bluecrew Support immediately.
- When one job or assignment ends or if you want more hours, use the Platform to find another job or assignment.

### **Questions about a job?**

If you have any questions about a job, you should contact Bluecrew Support.

Bluecrew employees may not be eligible for direct employment with a Customer. If direct employment is desired, the Customer will need to contact Bluecrew.

### **Access to Personnel Files**

Employee personnel records are maintained by Bluecrew. As required by law, some records pertaining to employees are maintained in separate files relating to medical issues and internal investigations. Employees are able to access their personnel records through the Bluecrew app and by accessing their Paylocity account.

## **Meal & Rest Breaks**

Bluecrew complies with all state and local laws regulating meal and rest breaks. Bluecrew employees can take the following breaks at work:

- Employees may take 30-minute, unpaid meal breaks if working more than six hours except as otherwise provided by state and local law. If an employee works longer than 10 hours in one day, a second meal break should be taken. You must be completely relieved from work during an unpaid meal break.
- Employees may take a rest break of short duration (lasting between five and 20 minutes) for every four hours worked except as otherwise provided by state and local law. These rest breaks are counted as “hours worked” and are paid.

You are required to take all breaks when required by law or by the Customer. If you feel you have been denied a meal or rest break to which you are entitled, you must notify Bluecrew Support as soon as possible. If you do not notify Bluecrew about missed breaks, you will be deemed to have been provided the opportunity to take all meal and rest breaks as required by law.

## **Lactation Accommodation**

Bluecrew will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee’s infant child. If you need breaks for lactation purposes, you may use ordinary paid rest breaks or you may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with the scheduled meal and rest breaks already provided to you. Unless taken concurrently with other paid break time, the lactation break time will be unpaid for nonexempt employees.

You will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, you should work with their supervisor or Bluecrew Support regarding scheduling and reporting the extra break time. Where state law imposes more specific requirements regarding the break time or lactation accommodation, Bluecrew will comply with those requirements.

Bluecrew will provide you with the use of a room or a private area, other than a bathroom or toilet stall, which is shielded from view and free from intrusion from coworkers and the public. Bluecrew will make a reasonable effort to identify a location within close proximity to the work area for you to express milk.

Bluecrew will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

You should discuss with Bluecrew Support the location for storage of expressed milk. For employees working in a jurisdiction that has a mandatory lactation accommodation law, Bluecrew will comply with all legal requirements, including providing greater or different benefits than those indicated here.

## **Breaks Between Shifts**

Bluecrew strives to prevent employees from becoming overworked, unhealthy or unsafe due to working too many hours on consecutive workdays. Employees may be allowed to work more than one shift on a given workday; however, Bluecrew generally recommends allowing a reasonable time between the scheduled end of one shift and the scheduled start of another.

## Attendance

Your attendance – showing up prepared and on time to work – is an essential function of your employment with Bluecrew. Being tardy or absent causes disruptions. Excessive or unexcused tardiness, absences, or failure to comply with attendance policies communicated to you by Bluecrew or a Customer, will be subject to disciplinary action, up to and including termination.

### Canceling a Job

We realize that life events may occasionally interfere with your ability to report to work.

If you need to cancel a job, please select “Cancel Job” in the Platform at least 12 hours prior to the shift start time. If you cancel a job with less than 12 hours prior notice, we will consider this a short notice cancellation. Repeated short notice cancellations will be subject to disciplinary action, up to and including termination.

### Tardiness

You will be marked as tardy if you are more than 15 minutes late to a job. We reserve the right to refuse to allow a tardy employee to begin work. You will not receive reporting pay for being sent away due to tardiness. Excessive unexcused tardiness will be subject to disciplinary action, up to and including termination.

### No Call No Show

You may be marked as “No Call No Show” or “NCNS” if, without indicating your absence in the Bluecrew app prior to the start time, you miss a shift or you are more than one hour late for any reason, including but not limited to car problems, traffic, late bus or other transportation problems, medical issues, and family or other obligations. If you are unable to indicate your absence in the Bluecrew app prior to the start time, you must contact Bluecrew Support as soon as reasonably possible. Unless excused, a NCNS is a terminable offense.

If you NCNS your first job, this is also considered job abandonment and a rejection of our employment offer, meaning your account may be deactivated. Job abandonment is considered a voluntary resignation and may impact your eligibility for unemployment benefits.

## Getting Paid

You will be paid hourly, and hourly rates will vary by job. The hourly rate for any particular job will be included in the job description.

### Timekeeping

You must accurately and honestly record all the time you work each day, including arrival, departure and meal break times. At the end of each shift, you should confirm your hours are accurately reflected in the Platform.

When you receive your paycheck, you should verify immediately that your working time was recorded accurately and that you were paid correctly for all hours worked.

You must report all time worked and must not work any time that is not authorized by your supervisor(s). This means you must not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless directed to do so by Bluecrew. If you have questions about when or how many hours you are expected to work, you should contact Bluecrew Support.

It is a violation of Bluecrew policy for anyone to instruct or encourage another employee to work “off the clock,” to incorrectly report hours worked, or to alter another employee’s time records. If you are directed or encouraged to incorrectly report hours worked, or to alter another employee’s time records, report the incident immediately to Bluecrew Support.

### **When you get paid**

Paydays are every Friday for all hours worked the previous workweek. Workweeks run from Monday to Sunday. You can help ensure you are paid on time by accurately and timely reporting your hours worked.

### **How you get paid**

Direct deposit is the fastest and most secure way to get paid. With direct deposit, your funds will be deposited directly into your bank account on payday. You are responsible for ensuring your account is properly set up to receive payment, and you must notify us if any of your information changes (for example, if your address changes). You can enroll in direct deposit or notify us of changes to your account at <https://www.bluecrewjobs.com/directdeposit>.

If you do not currently have an account that will accept direct deposit, you can sign up for an account with our direct deposit provider. You can sign up at <https://www.chime.com/join/bluecrew>. Once you create this account, you will receive a card that will allow you to enroll in direct deposit. If you do not have a valid direct deposit account or where the law requires paper checks, you may receive paper checks.

### **Overtime Pay**

Overtime and other mandated premium pay will be paid in accordance with federal, state and local regulations. You will be paid one and one-half (1.5) times your regular rate of pay for all hours worked in excess of 40 in one workweek and as otherwise required by applicable state and federal law. Paid time off will not count towards hours worked for the purpose of determining overtime pay.

Working overtime hours without proper authorization from Bluecrew may result in disciplinary action up to and including termination.

### **Gratuities and Tips**

Gratuities or tips may be earned on some jobs. Cash tips are paid directly to the employee at the time they are earned. Tips paid via credit card may be cashed out to the employee after a shift or submitted to Bluecrew payroll for payment as tip income in the employee’s pay. If you receive tips that total \$20 or more in a month, you must report your tips to Bluecrew.

### **Payroll Deductions**

Bluecrew is required by federal and some state laws to make certain deductions from your paycheck each pay period. These deductions include federal, state, and local taxes, Social Security taxes, and Medicare contributions.

### **Reporting Pay**

If you report to a scheduled shift and are sent away by a Customer without being permitted to work, you may be eligible to receive reporting pay if required by applicable law and if the following requirements are met:

- You arrived on time and prepared to perform all job duties.
- You followed proper check-in, identification, and security procedures.
- You met all other work requirements.
- You were never instructed not to return to the Customer or the venue.

### **Holiday Pay**

Bluecrew does not offer paid holidays, however some Customers may offer premium pay rates for work scheduled on a designated holiday. If holiday pay is offered, the premium pay rate will be included in the job posting, or other communication prior to the observed holiday.

### **Vacation and PTO Pay**

At this time, Bluecrew does not offer paid vacation days or any other discretionary paid time off ("PTO") program.

## **Benefits**

### **Insurance Offerings**

Bluecrew offers employees the opportunity to participate in group healthcare and other voluntary insurance plan options after working an average of 30 hours each workweek over a 90-day eligibility period (the lookback period). When you become eligible to participate in Bluecrew's group insurance plans, you will be notified and provided with enrollment options. You choose what fits your needs and personal budget.

Our benefits program currently includes the following offerings:

- MEC Health Plan
- MEC Heavy Health Plan
- Dental plan
- Vision plan
- Short Term Disability
- Critical Illness plan
- Life accidental death & dismemberment plan • Identity theft protection & recovery plan

Once you are signed up for benefits, you will remain enrolled in benefits for a minimum period of six (6) months (the stability period) as long as you keep your benefits current by paying the weekly premium deductions.

Benefit plans are defined in legal documents such as insurance contracts and summary plan descriptions. If you are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the Plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for your inspection. Bluecrew and its designated benefit-plan administrators reserve the right to determine eligibility, interpretation, and administration of issues related to benefits offered by Bluecrew.

### **Unemployment Compensation**

Unemployment compensation, or unemployment insurance, is a state government program that provides temporary financial benefits to workers who have lost their jobs through no fault of their own. Each state has its own rules covering eligibility, benefit amounts, and length of time benefits are available, and a state agency (not Bluecrew) determines eligibility for benefits. Generally, however, most employees who decline work or quit voluntarily are not entitled to unemployment compensation. If you apply for or are receiving unemployment benefits while jobs have been available for which you are qualified in your area, Bluecrew will generally inform the unemployment agency so that the agency can make an appropriate determination regarding benefits.

Bluecrew employees may apply for unemployment benefits due to "lack of work" during down periods. The end of an assignment does not constitute "lack of work," unless there are no replacement assignments available to you on the platform. By the time an unemployment claim for benefits is processed there may be more job opportunities! Remember to check the Platform often for new job offers!

## Leaves of Absence

### Family & Medical Leave

Bluecrew will grant family and medical leave in accordance with the requirements of applicable federal, state and local laws in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, Bluecrew refers to these types of leaves collectively as “FMLA Leave.” In any case, employees will be eligible for the most generous benefits available under applicable law.

### Employee Eligibility

Except when state and local law differs, to be eligible for FMLA benefits, employees must (1) have worked for Bluecrew for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by Bluecrew within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If you are unsure whether you qualify, contact Bluecrew Support.

### Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees’ legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or placement of foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave);
- An employee’s inability to work because of a serious health condition (Serious Health Condition Leave); • A “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s “covered active duty” (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a “Covered Servicemember,” as defined below (Military Caregiver Leave).

Refer to state and local laws for additional permitted leave statuses, or contact Bluecrew Support with questions.

### Definitions

- “Child” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. “Child,” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- “Parent” for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- “Covered Active Duty” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

- “Covered Servicemember” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness

incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.

- “Spouse” means 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 includes common law marriage, domestic partnerships and same sex marriage in places where these are recognized.

### **Length of Leave**

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for Bluecrew and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable “12-month period” utilized by Bluecrew is a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Under this method the 12-month period is measured backward from the day the employee uses any FMLA leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A “single 12-month period” begins on the date of the employee’s first use of such leave and ends 12 months after that date.

If both spouses work for Bluecrew and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an employee’s FMLA entitlement may be granted when the leave is necessitated by an employee’s work-related injury or illness or by a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

### **Intermittent or Reduced Schedule Leave**

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Customer’s operations. Please contact Bluecrew Support prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time they call off.

If an employee's request for intermittent leave is approved, Bluecrew may later require employees to obtain recertification of their need for leave. For example, Bluecrew may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA Leave.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury/illness or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

### **Notice and Certification**

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by Bluecrew's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); • Periodic recertification (if required by law); and • Periodic reports during the leave.

Certification forms are available from Bluecrew Support. At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. Employees are expected to cooperate with Bluecrew in obtaining additional medical opinions that we may require, in accordance with applicable law.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Customer's operation. Please contact Bluecrew Support prior to scheduling planned medical treatment.

### **Military Emergency Leave Requirements**

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Bluecrew Support.

### **Failure to Provide Certification and to Return from Leave**

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at leave's expiration and has not obtained an extension of the leave, Bluecrew may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

### **Compensation During Leave**

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or Bluecrew's sponsored wage-replacement benefit programs. The use of paid benefits will not extend the length of a FMLA Leave.

### **Benefits During Leave**

Bluecrew will continue making contributions to employee group health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 work week period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, Bluecrew may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave. The employee's length of service as of the leave will remain intact.

### **Job Reinstatement**

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if they had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

### **Confidentiality**

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by Bluecrew as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

### **Fraudulent Use of FMLA Prohibited**

An employee who fraudulently obtains Family and Medical Leave from Bluecrew is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, Bluecrew will take all available appropriate disciplinary action against such employee due to such fraud.

### **Nondiscrimination**

Bluecrew takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes that their FMLA rights have been violated in any way, they should immediately report the matter to Bluecrew Support.

### **Additional Information Regarding FMLA**

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is attached to this Handbook. Employees should contact Bluecrew Support as to any FMLA questions they may have.

### **State Law**

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should contact Bluecrew Support for additional information.

### **Paid Sick Leave**

A number of jurisdictions have paid sick leave laws. Bluecrew will provide paid sick leave in accordance with applicable law. Employees should contact Bluecrew Support for additional information or to request to use paid sick leave.



## **Military Leave**

Federal law provides employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA. State laws may also provide an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, Bluecrew will provide those rights. If an employee plans to request leave based on military service, they should contact Bluecrew Support for information on any additional rights or requirements, if applicable, under state law.

## **Eligibility for Leave**

Bluecrew provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

## **Notice of Leave**

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

## **Benefits During Leave**

After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

## **Reinstatement**

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed their service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Bluecrew Support. In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, Bluecrew will provide training to assist the employee in the transition back to the workforce.

**Voting Leave**

Although polls are open for extended hours, we realize sometimes these hours are not sufficient to enable employees to make it to the polls. Contact Bluecrew Support if you feel you need time off to vote. Bluecrew will comply with all applicable state and municipal voting time laws.

**Witness and Jury Duty**

Bluecrew permits you to be absent from work for jury duty or to serve as a witness as required by law. If you receive a subpoena or a jury summons, please notify Bluecrew Support as soon as possible. You are expected to return to work as soon as your service is completed. Unless your service lasts more than four or more hours on any given day, you are expected to report for work when the court schedule allows.

**Other Leaves of Absence**

Many states require employers to provide their employees with additional leaves of absence, such as pregnancy disability leave, bone marrow donation leave, and school activities leave. Please contact Bluecrew Support with any questions.

## Drug-Free and Alcohol-Free Workplaces

Bluecrew is committed to promoting the safety, health, and well-being of all employees. Being impaired or under the influence of drugs or alcohol while working is a serious performance and safety concern, so we have established a drug-free and alcohol-free workplace program.

The following activities are prohibited and will result in disciplinary action up to and including termination:

- Manufacture, possession, use, sale, or distribution of illegal drugs, drug paraphernalia, and controlled substances on work premises or during a job.
- Working while impaired due to the use of legal or illegal drugs, alcohol or controlled substances. • Drinking or unauthorized possessing, selling or soliciting of alcoholic beverages at work venues.
- Underage drinking, serving, or selling alcoholic beverages, or providing any drugs to minors.

### Prescriptions

The legal use of over-the-counter medications or controlled substances prescribed by a licensed physician is not prohibited; however, employees must notify Bluecrew when taking any medications that may interfere with their ability to safely perform essential job functions.

### Marijuana

Marijuana remains illegal as a matter of federal law and therefore the use of marijuana and marijuana products is prohibited by this policy. Bluecrew will accommodate individuals who are medically certified to use marijuana by their home state where required to do so by law, but in no case may an employee use or possess marijuana or marijuana products at work or during work time or work while impaired.

### Pre-Employment Testing

Bluecrew does not require employees to undergo drug and alcohol testing as part of employee onboarding. However, depending on the Customer, a drug screen may be required for a job. Bluecrew employees may or may not be allowed to start the job without the drug screen process being completed.

### Other Testing

Drug and alcohol testing may occur when there is reasonable cause for suspicion that an employee is under the influence. Bluecrew and its Customers will test for the following prohibited substances: alcohol; cannabis (marijuana or THC, where legally permissible); cocaine; opiates (codeine, heroin and morphine); phencyclidine (PCP); methamphetamines; amphetamines; barbiturates; benzodiazepines; and other controlled substances specified by federal regulations.

As an employee, you understand and agree to submit to a drug or alcohol test administered by a Bluecrew representative or authorized medical clinic, in accordance with this policy, by providing a sample of saliva or urine for analysis. All test results are kept as confidential as possible. All positive test results will be confirmed in a clinical lab by a medical review officer. A positive test result will result in disciplinary action or immediate termination of employment with Bluecrew and/or working with specific Customers. A refusal to submit to a test or other behavior that hinders or tampers with results of a test will result in termination of employment or rescission of a job offer.

## Safety in the Workplace

Your safety and health is important to Bluecrew. With our safety program, we strive to provide safe and healthy working conditions, and to protect our and our Customers' property.



## **Be Safe on the Job**

To help ensure your safety and the safety of your team, please follow these guidelines while working:

- Know and follow Bluecrew's and the Customer's safety requirements and safe work practices;
- Know and follow the safety requirements for any equipment you are operating
- Never operate any equipment that you have not been trained or certified to operate
- Ask questions if you have any uncertainty about how to perform your duties in a safe manner
- Recognize hazards and take precautions to ensure the safety of yourself and others
- Verify that machine guards and other protective devices are in place and properly adjusted
- Do not work while your ability or alertness is impaired
- Do not engage in horseplay, practical jokes, and other acts that endanger the safety of others
- When lifting heavy objects, use proper lifting techniques
- When in a production area, be alert to moving machinery and equipment
- Wear required personal protective equipment (e.g., safety glasses, hearing protection, etc.)

## **Communicate if you Feel Unsafe**

You should contact Bluecrew Support and your Customer onsite supervisor immediately if:

- You believe your working conditions are unsafe
- You are injured on the job or a "near miss" occurs
- You are asked to perform work that was not part of your job description, such as:
  - o Heavy lifting without assistance
  - o Operating heavy machinery
  - o Operating motor vehicles or motorized equipment

## **Workplace Injury Reporting**

If you are injured on the job or develop a work related illness, you must notify your on-site supervisor immediately, and contact Akos Telemedicine at 833-222-7080, to speak with a registered nurse who will assess the injuries and recommend first aid or authorize medical treatment. You must call Akos before seeking any treatment for non-life threatening injuries before going to the doctor, clinic or hospital. If you must miss an upcoming shift due to a work-related injury or illness, follow the procedures for an absence. Failure to promptly report an injury or illness could adversely affect your worker's compensation benefits.

## **Workers' Compensation Insurance**

Workers' Compensation is defined by state laws and regulations that outline benefits to employees who are injured or become ill within the course and scope of their employment. If you cannot work due to a job-related injury or illness, workers' compensation pays your medical bills and provides money to help replace lost wages until you can return to work.

You must follow the steps detailed below to have your workers' compensation claim processed promptly:

- Report the injury immediately to Bluecrew's reporting hotline.
- Contact Bluecrew and the site supervisor so we can get the necessary accident information from you.
- Respond to all communications regarding your claim.
- Provide all requested medical status notes, and a return to work release from your treating medical provider so that you can return to work as soon as it is deemed safe for you to do so after recovery.

## **Fraud**

Bluecrew will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

## **Violence-Free Workplaces**

The safety and security of employees is of vital importance to Bluecrew. Therefore, Bluecrew has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect company employees or that occur on Bluecrew's premises or a Customer site, will not be tolerated.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Bluecrew or Customer premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Bluecrew or Customer premises involving someone who is acting in the capacity of a representative of Bluecrew;
- Threats or acts of violence occurring off Bluecrew or Customer premises involving an employee if the threats or acts affect the business interests of Bluecrew;
- All threats or acts of violence occurring off Bluecrew or Customer premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Bluecrew or Customer premises; and/or
- Other threats or acts of violence by an employee or agent of Bluecrew, or an individual performing services for Bluecrew on a contract or temporary basis, that violates any criminal code provision if the threat or act adversely affects the legitimate business interests of Bluecrew.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or their family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of Bluecrew or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation;
- Fighting;
- Intentional, unwelcome physical contact with anyone; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. To that end, please contact [threat\\_and\\_incident\\_on-call@bluecrew.opsgenie.net](mailto:threat_and_incident_on-call@bluecrew.opsgenie.net) to report threats of violence or reports of violence in the workplace. This email is being monitored 24 hours per day.

**No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with Bluecrew. We will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by Bluecrew. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.**

### **Weapons in the Workplace**

Bluecrew strictly prohibits employees or any other person providing services to Bluecrew or located on Bluecrew or a Customer's premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by Bluecrew or occupied by groups of company employees or persons providing services to a Customer on behalf of Bluecrew. Unless this prohibition is contrary to state or local law, the workplace specifically includes workplace parking areas. Employees are not permitted to transport or store weapons in vehicles owned or leased by Bluecrew and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of the employee's duties and they have written permission from the CEO of Bluecrew. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

## Personal Appearance

The way you look is a reflection of yourself, but also of Bluecrew's and our Customers' brands. A professional first impression reflects Bluecrew's quality of service. And we want you to look and feel confident at work.

### Grooming and Hygiene

Pay special attention to your daily personal hygiene – bathe, keep yourself clean and tidy, brush your teeth, wear underwear, and use appropriate deodorant. Fragrances, if worn, must be applied sparingly so as not to call undue attention or allergic reaction. All employees must wash their hands after using restroom facilities and after breaks. Food servers and culinary workers must wear long hair (longer than shoulder-length) neatly up in a ponytail, hairclip, or bun. Customers may impose additional requirements.

### Individual Expression (Body Art, Piercings, Clothing with Logos, Words or Symbols, and Accessories)

Styles and fashions that may be acceptable in social settings may not be acceptable at a place of business. For example, a Customer may require that tattoos be covered by your clothing or a bandage, and never be visible to customers. Or some Customers may request that no adornments or piercings are visible on the body, so the dress code may require piercings be removed while working. Other Customers may be particular about clothing with logos, words, or symbols.

The details about what is and what is not acceptable by our Customers will be described in their policy. If you cannot meet a Customer's requirements, you should not accept a job with that Customer.

### Accommodations for Religious Attire

If you wear a head covering or other clothing or accessories due to religious beliefs and believe it may not meet a Customer's required uniform or dress code, contact Bluecrew Support as soon as you realize there might be a conflict between your religious needs and a Customer's policy.

## Standards of Conduct, Discipline and Termination

To ensure safety and security and provide the best possible work environment, we expect employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion or termination of employment:

- Falsification of employment records, employment information or other records
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card
- Theft or the deliberate or careless damage of property
- Use of Bluecrew or Customer materials, supplies, tools or products for personal reasons without advance permission from management
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on Bluecrew or Customer premises
- Failing to obtain permission to leave work during normal working hours
- Failing to observe working schedules, including meal and rest breaks
- Abusing or misusing paid sick leave (note: for employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues)
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law

- Working overtime without authorization
- Violating any safety, health or security policy, rule or procedure of Bluecrew
- Violating any Bluecrew Customer policy applicable to your assignment
- Committing a fraudulent act or intentional breach of trust under any circumstances

Although employment or any assignment may be terminated at-will by either the employee or Bluecrew at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. Bluecrew reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or Bluecrew may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Employee Handbook, only the CEO of Bluecrew has the authority to enter into an employment agreement that alters the fact that the employment relationship is at-will, and any such agreement must be in writing signed by the CEO of Bluecrew and the employee in question.

### **Job Abandonment**

You are under no obligation to accept work. However, if you are onboarded with Bluecrew, you must accept and work at least one workday to be considered an employee. If you never work, we will consider you to have abandoned your employment. Also, if you accept no jobs in the Bluecrew Platform for 12 consecutive months, we will consider you to have abandoned your employment. Abandoning your employment is considered by Bluecrew to be a voluntary resignation.

## **Social Media and the Internet**

The Internet represents a useful tool for the Bluecrew in conducting its business, but like any other tool, employees must use it properly and not for their own private or personal purposes while in the workplace.

*During working time or while using Bluecrew-provided and/or Customer-provided equipment systems or software,* employees are prohibited from writing, posting or otherwise contributing to: blogs or microblogs (including but not limited to Twitter); personal websites or web pages or listservs or mailing lists; social networking or other similar sites (such as Facebook and LinkedIn); audio, photo or video sharing websites (such as YouTube and Flickr); virtual worlds (such as Second Life); or other user-generated electronic media, unless such activity is directly related to and necessary for an employee's performance of his or her job responsibilities. Employees of Bluecrew should not have any expectation of privacy with regard to their use of Bluecrew-provided and/or Customer-provided equipment, systems or software.

*With regard to employee activities outside of working time,* employees should remember that information placed on any electronic medium, and data sent via other electronic methods (e.g., email and text messages) can easily become public. Specifically, other employees, potential employees, vendors and customers of Bluecrew and third parties may use electronic media and search engines to obtain information from the content that employees post, including information about the Company and its activities.

If you choose to engage in electronic media activity during non-working time and using your own equipment and systems, Bluecrew asks its employees observe the following guidelines:

- When engaged in personal electronic media activity, including but not limited to blogging, social networking or instant messaging, you should do so using your own personal email account. Bluecrew-provided and/or Customer-provided email accounts should not be used either to access such service or to identify yourself on such social networks.
- When discussing Bluecrew or jobs at Customers online, take care to follow all Bluecrew's policies contained in this Handbook, including the prohibition against workplace harassment, discrimination and retaliation.
- If a blog post, message, comment or post relates to Bluecrew and/or working at Bluecrew's Customers, you must identify your affiliation with Bluecrew and/or the Customer and post a disclaimer clearly stating you are expressing your own personal opinions that have not been reviewed by, are not endorsed by and do not represent the opinion or viewpoint of Bluecrew and its Customers.
- You are prohibited from disclosing documents, photos, or information concerning Bluecrew and its Customers that is proprietary or intellectual property. Messages, blogs and other electronic media may be public and access to third parties, including Bluecrew's competitors, vendors and customers.
- Respect copyright and trademark laws.

If you have any questions or concerns about this policy, please contact Bluecrew Support.

As with all Bluecrew policies, nothing in this policy is intended to limit, restrict or affect any rights employees have under the National Labor Relations Act ("NLRA") to communicate with other employees or the public about their wages, hours or other terms and conditions of employment, or any other rights employees may have under the NLRA. You will not be disciplined, discriminated against, retaliated against or experience any adverse consequences as a result of exercising any of your rights under the NLRA or any other law.

## Electronic Monitoring

Any and all telephone conversations or transmissions, electronic mail or transmission, or internet access or usage by an employees by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photo-electronic or photo-optic systems may be subject to monitoring at any and all times by any and all lawful mean by Bluecrew and its Customers.

## CALIFORNIA

This California-specific section is intended to supplement the policies in Bluecrew's Employee Handbook. It applies to all employees working in California for all of Bluecrew's Customers. In certain instances, state law provides greater benefits than federal law. Accordingly, Bluecrew provides employees with the benefit of whichever law provides greater rights. Except as noted below, nothing in this Addendum changes or modifies any of the policies or procedures set forth in the Bluecrew Employee Handbook. Employees should contact Bluecrew Support with any questions concerning the specific state policies. This California addendum replaces and supersedes all previous versions of the California Addendum.

### **Timekeeping Requirements**

All hourly employees must record all hours worked, including, but not limited to overtime hours. Similarly, all employees must record their meal periods. Ten-minute breaks as provided under California law are considered on the clock and need not be recorded. All hours worked, including overtime, and meal periods must be recorded accurately. You are responsible under the law for recording his or her time on a daily basis. Bluecrew prohibits all "off the clock" work. You may not record fewer hours than you worked just as you may not record more hours than you worked.

Tampering with the timecard of a fellow employee, clocking in or out for them, working hours not recorded (i.e., working "off the clock"), performing overtime work not specifically authorized in advance or falsifying your own time record are all serious violations of Bluecrew policy which may result in disciplinary action, up to and including termination for even one violation.

### **Meal/Rest Periods**

Bluecrew will provide an unpaid and uninterrupted 30-minute meal period if an employee works more than five hours per day. The 30-minute off-duty meal period should be taken before the end of the fifth hour of work. Employees are required to record their 30-minute off-duty meal period. If the total work period day is no more than six hours, this meal period may be waived by mutual consent of Bluecrew and the employee. Employees who wish to waive their meal periods must sign an approved waiver form.

Bluecrew will provide employees who work more than ten hours per day with a second, unpaid, uninterrupted 30-minute off-duty meal period. If the total work period per day is no more than 12 hours, the second meal period can be waived by mutual consent, but only if the first meal period was not waived.

Employees are authorized and permitted to take one ten minute off-duty rest period for each four hours or major fraction thereof of working time, unless the employee works less than three and one half (3.5) hours in a workday. A second paid ten-minute rest period will be provided if an employee works between six and ten hours in a workday, and a third paid ten minute rest period will be provided if an employee works between ten and 14 hours in a workday. Rest periods should be taken in the middle of the shift whenever practicable. Ten-minute rest periods are considered on the clock and paid. Employees may be required to stay on work premises during rest periods.

Employees may not combine rest periods or add rest periods to their meal period so that they can take a longer meal period. Employees also cannot work through their meal or rest periods so that they can either come in late or leave early.

It is virtually impossible to ensure that every employee is actually taking timely, uninterrupted, and complete meal and rest periods. You are responsible for ensuring that such meal and rest periods are taken in compliance with Bluecrew's policy. You should not allow your meal period to be interrupted by any work whatsoever as you are relieved from all job duties. It is absolutely prohibited for anyone (even an employee's managers or supervisors) to ask employees, or pressure employees to forgo their right to take the meal and rest periods as described above. Such conduct is a serious violation of Bluecrew's policy and will result in discipline.

Bluecrew will assume that you have been provided with your meal periods and rest breaks as set forth in this policy unless you notify Bluecrew Support of a problem. If you are prevented or discouraged, for any reason, from taking a meal or rest period as required by this policy, you must advise Bluecrew Support immediately. Employees will not be disciplined for reporting such conduct.

### **Overtime**

*Daily Overtime:* Employees who work in excess of eight (8) hours in a single workday will be compensated at the rate of one-and-one-half (1.5) times the regular rate of pay for additional time worked after eight (8) hours in that day until the employee has worked 12 hours. Employees who work in excess of 12 hours in a workday will be compensated at the rate of double the regular rate of pay for time worked beyond the 12th hours worked on that day.

*Weekly Overtime:* If an employee works in excess of 40 hours in any workweek, the employee will be compensated at the rate one-and-one-half (1.5) times the regular rate of pay for time worked in that workweek.

*Seventh Consecutive Workday:* The first eight (8) hours on the seventh consecutive day of work in an employee's workweek will be compensated at the rate of one-and-one-half (1.5) times the regular rate of pay, regardless of the number of hours worked during the previous six (6) days. Every hour worked after eight (8) hours on the seventh consecutive workday in any workweek is paid at double the regular rate.

### **Reporting Pay**

If an employee reports to work on a scheduled workday, and there is no work available, the employee will be paid for one-half ( $\frac{1}{2}$ ) of the employee's regularly scheduled workday, but not less than two (2) hours and not more than four (4) hours of pay. If an employee reports to work and works even a minimal amount before being sent home, such time must be recorded.

Bluecrew will not pay an employee for reporting to work under the following circumstances:

1. The interruption of work is due to the failure of any public utility;
2. The interruption of work is due to an act of God or other cause not within Bluecrew's power to control;
3. Operations cannot commence or continue due to threats to employees or property or when recommended by civil authorities; or
4. If the employee is on standby-by pay status and is called to perform assigned work outside of scheduled reporting time.

### **What to Do if an Incorrect Deduction from Pay Occurs**

If you believe that an incorrect deduction has been made to your pay, you have the responsibility to immediately report that information to Bluecrew Support. Reports of incorrect deductions will be promptly investigated. If it is determined that an incorrect deduction has occurred, you will be reimbursed for any incorrect deduction. Bluecrew does not tolerate any retaliation against those who make such reports.



**Payment of Wages Upon Termination**

If an employee is terminated, all wages will be paid on the date of termination. If an employee resigns from employment by providing notice of termination and account closure to Bluecrew Support and provides at least 72 hours' notice, all wages will be paid immediately upon termination. If an employee resigns without providing such notice, payment will be made within 72 hours of when the notice is provided. If an employee fails to give adequate notice, the employee may request to be paid by mail, and the date of mailing is considered the date of payment for purposes of the 72-hour requirement.

# **Paid Leave Policy**

## **Purpose of Policy**

The purpose of this policy is to provide Bluecrew employees in California with paid time off where state laws or local ordinances require employers to provide paid sick and/or domestic leave benefits to their employees.

## **Eligibility and Usage**

Qualified employees working in California are eligible to earn paid sick leave for absences due to illness, injury, health condition, treatment or preventative medical care, of the employee or a qualified family member. For purposes of this policy, “a qualified family member” means an employee’s children (including adopted, foster and step-children); an employee’s spouse or an employee’s recognized domestic partner; an employee’s parents or domestic partner’s parents; or an employee’s grandparents, grandchildren and sibling. Employees may also use this leave of absence due to family violence, sexual assault or stalking. Employees may begin using accrued sick time on their 90th day of employment with Bluecrew and may use paid sick leave in increments as small as two hours. For a full-day absence, an employee will be paid the employee’s regularly scheduled hours for the day the employee is off, not to exceed the amount of leave the employee has previously accrued and not used. Sick pay shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

The paid sick time accrued under this policy is not intended to be used for vacation time, but rather to help employees faced with personal or family illnesses, injuries or incidents of domestic violence. As such, no portion of the accruals under this policy will be considered vacation time and nor be paid out upon the employee’s employment with Bluecrew ending.

Whenever possible, employees must provide notice to Bluecrew Support with at least seven (7) calendar days of the notice of the intended use of this leave. If the need for time off is not foreseeable, employees must notify Bluecrew Support as soon as practicable.

Employees are eligible to use this leave based on the number of hours they have accrued and banked prior to the date of leave. Employees are not permitted to carry a negative balance by using more paid time than is available in the employee’s bank.

## **Accrual**

Paid sick leave is accrued at the rate of one (1) hour for every thirty (30) hours of work performed up to a maximum of forty-eight (48) hours. Once an employee reaches the cap, accrual stops until the employee uses some paid sick time and the accrual drops below the maximum.

Employees may carry over up to their accrual cap of their accrued and unused sick leave to the following calendar year. Should local law require a larger accrual cap, the maximum will be amended upward to the legally required maximum in such jurisdictions.

## **No Retaliation**

No employee will be subject to disciplinary action or other consequences for using the benefits provided in this leave policy.

## **Exceptions**

Any exception to this policy must be escalated to and approved in advance by Bluecrew Support.



**Personnel Records**

Employee personnel records are maintained by Bluecrew. As required by law, some records pertaining to employees are maintained in separate files relating to medical issues and internal investigations.

Employees are able to access their personnel records through the Bluecrew app and by accessing their Paylocity account.

Information in an employee's file is confidential and will not be released to anyone outside Bluecrew except: (1) when authorized by the employee in writing; (2) in a legal proceeding in which the employee and Bluecrew are parties; or (3) as otherwise permitted by law. Bluecrew will attempt to restrict disclosure of each employee personnel file to authorized individuals within Bluecrew.

## California Family Rights Act

The California Family Rights Act ("CFRA") is a State law that provides substantially the same leave benefits and protections to California employees as those provided under the Federal Family and Medical Leave Act ("FMLA"). If California law provides greater benefits, then you will be provided with the greater benefit. If you have any questions, please contact Bluecrew Support.

Employees who have worked a total of 1,250 hours and 12 months for Bluecrew at a location with at least 50 employees within 75 miles of the Employee's worksite, can take up to 12 weeks of unpaid leave in a 12-month period: in connection with the birth of the employee's child, adoption or foster care placement of a child with the Employee; for the care of the serious health condition of the employee's child, parent, parent-in-law, domestic partner or spouse; or to care for the employee's own serious health condition that makes the employee unable to perform one or more essential function of the employee's job except for leave taken for disability on account of pregnancy, childbirth or related medical conditions (See PDL below).

The 12-month period in which the 12 workweeks of leave entitlement occurs will be calculated using a rolling 12-month period measured backward from the date an employee uses any leave.

### Minimum Leave Duration

The minimum duration of a CFRA leave is two weeks when leave is taken for the birth, adoption or foster care placement of a child. Bluecrew will grant a request for CFRA leave of less than two (2) weeks duration on any two (2) occasions. Leave taken for the birth, adoption or foster care placement of a child must be completed within one (1) year of the qualifying event.

Where CFRA leave is taken for the serious health condition of a parent, child or spouse for the serious health condition of the employee, leave may be taken intermittently or on a reduced-work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, Bluecrew may limit leave increments to the shortest period of time that Bluecrew's payroll system uses to account for absences/.

### Interaction with FMLA

Employees should refer to the description of FMLA provided in the Employee Handbook for more specific details, which are also applicable to CFRA. However, the CFRA does differ from the FMLA in some respects, including:

- Under the CFRA, an employee may also qualify for leave in order to care for the serious health condition of a domestic partner. Domestic partners must be registered with the state of California and are limited to same-sex couple or opposite-sex couples where one partner is at least age 62 or older.
- Under the CFRA, Bluecrew may require an employee to obtain the opinion of a second health care provider, at Bluecrew's expense, concerning any information in the medical certification if the employee is taking family leave for his/her own serious health condition, but not if the leave is to care for a family member.
- Under the CFRA, if additional leave is requested and/or for other circumstances as permitted by law, Bluecrew may require recertification of a serious health condition of an employee or an employee's spouse, child or parent upon the expiration of the time period the health care provider originally estimated for the need for the leave.

### Notice



You must give at least verbal notice that you need family care and medical leave, as well as the anticipated timing and duration of such leave. If necessary, Bluecrew

will ask the employee further questions in order to determine if the leave being requested is for family care or medical leave. Employees must give 30 days' advance notice of the need for family care and medical leave if leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for the serious health condition of the employee or a family member. The employee must make a reasonable effort to schedule planned medical treatment or supervision so as to minimize disruption of Bluecrew's operations, subject to the health care provider's approval.

If 30 days' advance notice of the need for family care and medical leave is not practicable (for instance, because of a medical emergency, change in circumstances, or lack of knowledge of approximately when leave needs to begin), notice must be given as soon as possible. Absent a medical emergency, employees approved for intermittent leave must give advance notice of the need for intermittent leave as soon as possible but not later than the same working day that the need for leave arises, consistent with Bluecrew's attendance reporting requirements. Failure to follow these procedures for providing notice of the need for leave may subject the employee to Bluecrew's attendance policy.

### **Certification**

Employees must provide a health care provider's certification of the employee's need to take leave for the employee's own or family member's serious health condition. The certification must be provided within 15 calendar days, unless obtaining certification within that deadline is impracticable despite an employee's good faith attempt.

The certification must:

- State the date on which the serious health condition begins;
- Estimate the probable duration of the condition;
- Give the approximate length of time that care will be needed, if the certification is of the employee's need to care for a family member with a serious health condition; and
- Affirm that the employee's serious health condition prevents performing job duties or that the family member's serious health condition requires care from another family member.

### **Pay and Benefits**

Family care and medical leave is unpaid; employees must use any accrued paid sick time off while taking unpaid FMLA, subject to legally-protected exceptions. The paid time for unpaid FMLA leave does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement. In addition, the employee may be eligible for disability, worker's compensation or paid family leave ("PFL"), insurance benefits through the State of California during all or part of the 12-week leave period. If an employee is receiving disability, worker's compensation, or PFL benefits during the leave. The receipt of disability, worker's compensation or PFL benefits or the substitution of paid leave for unpaid leave time does not extend the maximum leave period.

Reinstatement rights are also the same under both FMLA and the CFRA. If leave is covered by both the FMLA and CFRA, then leave taken under CFRA will run concurrently with leave taken under the FMLA.

Leave for pregnancy-related disability is covered under the FMLA, but not the CFRA. Therefore, if an employee takes a leave for pregnancy-related disability, she may be eligible for up to an additional 12 weeks of leave in the 12-month period under the CFRA for reasons other than pregnancy-related disability. The amount of any such leave will be reduced by any other CFRA leave taken during the 12-month period.

Employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless Bluecrew notifies employees of other arrangements, whenever employees are receiving pay from Bluecrew during family care and medical leave, Bluecrew will deduct the employee portion of the group health plan premium from the employee's



paycheck in the same manner as if the employee was actively working. If the leave is unpaid, employees must pay their portion of the group health premium. An employee may be required to repay the cost of premiums if the employee fails to return to work after leave for a reason other than the employee's serious health condition or other circumstances beyond the employee's control.

### **Employment Status**

During family care and medical leave, an employee remains in active employee status; the leave does not constitute a break in service for purposes of longevity or any employee benefit plan.

### **Return to Work**

Generally, upon return from an approved CFRA leave that does not exceed the maximum leave available, an employee will be reinstated to the same position or a comparable position.

Bluecrew will give the employee a reasonable opportunity to return to work. However, an employee has no greater rights to reinstatement or to other benefits and conditions of employment than if the employee had not taken the CFRA leave.

### **Pregnancy-Related Disability Leaves of Absence and Accommodation**

In California, an employee who is medically disabled due to pregnancy, childbirth or a related medical condition is eligible for an unpaid leave of absence up to four months for the period of such disability. When medically advisable, a Pregnancy Disability Leave may be taken intermittently or on a reduced work schedule. Multiple disability leaves for the same pregnancy will be combined for the purposes of calculating the four months. Pregnancy Disability Leave runs concurrently with the FMLA, but not the CFRA.

A pregnant employee may be entitled to a reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions upon request, where such reasonable accommodation would not cause undue hardship to Bluecrew. A request for reasonable accommodation must be supported by the written certification of the employee's health care provider that such an accommodation is medically advisable.

Pregnancy Disability leave is unpaid. Employees may elect to use any accrued paid sick time during a Pregnancy Disability Leave. In addition, an employee may be eligible for State disability benefits during the leave, although she may not receive more than an amount equal to 100% of her wages from a combination of paid time and State disability benefits. The substitution of paid time for unpaid leave and/or the receipt of disability benefit does not extend the maximum four month Pregnancy Disability Leave period.

During an approved Pregnancy Disability Leave, Bluecrew will maintain an employee's group health benefits under the same conditions as if she had continued active employment. Employees will be required to pay their portion of those benefits during their leave.

If possible, an employee must provide at least 30 days' notice of her intent to take leave, or as much notice as is practicable under the circumstances. A request for leave must be supported by a medical certification from the employee's health care provider.

Generally, upon return from an approved Pregnancy Disability Leave that does not extend the maximum available leave; an employee will reinstatement to the same or comparable position, subject to any applicable exceptions. However, an employee has no greater rights to reinstatement or to other benefits and conditions of employment than if she had not taken the Pregnancy Disability Leave.



In addition, any right to reinstatement terminates if an employee fails to return to work at the end of the approved leave, in accordance with applicable laws. As a condition of returning from a Pregnancy Disability Leave, an employee must provide Bluecrew with a certification from her health care providers that she is able to resume work.

### **Time Off to Vote**

Because Bluecrew has a continuing interest in encouraging responsible citizenship, you are urged to vote for candidates of your choice at local, state and national elections either before or after your regular shift. If you do not have sufficient time outside of your working hours to vote, you will be allowed to take up to two (hours off with pay for this purpose. Such time off should be taken at the beginning or end of your shift, whichever allows for more free time.

To receive time off for voting, you generally must advise Bluecrew Support that you need time off at least two days before election day, receive approval from Bluecrew Support, and present a voter's receipt to Bluecrew Support.

No action will be taken against any Employee in any manner for requesting or taking time off as provided for in this policy.

### **Family Military Leave**

Eligible California Employees are entitled to take up to 10 days of unpaid Family Military Leave when their military spouse is on leave from deployment during a time of military conflict. To be eligible, an Employee must work for Bluecrew an average of at least 20 hours per week, and the spouse or registered domestic partner of a member of either:

1. United States Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
2. National Guard or Reserves who has been deployed during a period of military conflict.

Employees wishing to take Family Military Leave must provide notice to Bluecrew within two business days of receiving official notice that the military spouse or registered domestic partner will be on leave from deployment. The Employee also must provide documentation certifying that the time period of the military spouse's or registered domestic partner's leave from deployment matches the dates the Employee is requesting leave.

### **Leave for Emergency Service**

Bluecrew will give time off to an Employee to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel.

An Employee who is a volunteer firefighter will be granted leaves of absence not to exceed a total of 14 days in any calendar year for the purpose of engaging in fire or law enforcement training. If you need time off to account for such training, you should notify Bluecrew Support as soon as possible so that arrangements to accommodate your absence can be made.

Time off to serve or train for emergency service is unpaid.

No action will be taken against any Employee in any manner for requesting or taking any time off as is provided for in this policy.

### **Domestic Violence, Stalking and Assault Victims Leave**

An employee who is a victim of domestic violence, stalking or sexual assault may take time off in order to obtain judicial relief to help ensure the health, safety or welfare of the employee or the employee's child.



You may also take time off for any of the following: (1) to seek medical attention for injuries caused by domestic violence, stalking or sexual assault; (2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence; (3) to obtain psychological counseling related to an experience of domestic violence, stalking or sexual assault; or (4) to participate in safety planning and take other actions to increase safety from future domestic violence, stalking or sexual assault.

If you need time off on account of domestic violence, stalking or sexual assault, you should notify Bluecrew Support as soon as possible so that arrangements to accommodate your absence can be made. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon return to work.

Bluecrew will make reasonable efforts to maintain confidentiality of any employee requesting time off on account of domestic violence, stalking or sexual assault.

Time off on account of domestic violence, stalking or sexual assault is unpaid.

### **Civil Air Patrol Leave**

Bluecrew will provide eligible employees who are voluntary members of the California Wing of the Civil Air Patrol with up to 10 days of leave per calendar year in order for such employees to respond to an emergency operational mission of the Civil Air Patrol. Such leave generally is limited to up to three days per single emergency operational mission. To be eligible for such leave, the employee volunteer must have been employed by Bluecrew for at least 90 days immediately preceding the commencement of the leave.

Employees are required to give Bluecrew as much advance notice as is possible of the intended leave dates. Additionally, Bluecrew may require certification of the need for leave from the Civil Air Patrol Authority.

Civil air patrol leave is unpaid.

No action will be taken against any employee in any manner for requesting or taking any time off as provided in this policy.

### **School Conferences and Visits**

Bluecrew recognizes the value of parental involvement in children's education and other child-related activities. Bluecrew provides employees who are a parent, guardian, stepparent, foster parent, or grandparent of, a person who stands in loco parentis to, one or more children of the age to attend kindergarten or grades 1 through 12, or a licensed childcare provider, unpaid time off for the purpose of school visits and other child-related activities set forth in this policy. Parental leave for school visits and other child-related activities allows employees to take time off from work to find, enroll, or re-enroll their child in a school or with a licensed childcare provider; to participate in activities of the school or licensed childcare provider; and to address a childcare provider or school emergency. Additionally, if an employee is a parent or guardian of a child who is suspended or expelled and is required to appear at the child's school, the employee may take time off without pay.

Employees may request up to 40 hours of unpaid parental leave for school visits or other child-related activities as defined herein within any calendar year. There is no set limit to the number of unpaid hours an eligible employee can take off work for required school conferences involving the possible suspension or exploitation of a child from school.



Employees must provide Bluecrew Support reasonable advance notice of the need for leave, except for leave to address a childcare provider or school emergency, in which case employees must provide Bluecrew Support with notice. Upon return from the leave, employees must provide documentation to Bluecrew Support from the school or licensed childcare provider verifying the date and time of the participation. Contact Bluecrew Support for more information or questions about and requests for parental leave for school visits or other child-related activities.

### **Organ and Bone Marrow Donor Leave**

An employee who has completed 90 days of service and who becomes an organ donor is entitled up to 30 days paid leave in any one-year period. An eligible employee who becomes a bone marrow donor is entitled up to five work days paid leave in any one-year period. Leave may be taken in one or more periods. Employees are required to provide written verification that they are organ or bone marrow donors and that there is medical necessity for the donation.

Health insurance will continue to be paid by Bluecrew (only if the employee is on company health insurance) to the same extent as for active employees during this leave. Eligible employees will be returned to the same or equivalent position with equivalent pay, benefits and other employment terms provided that medical documentation requirements have been met.

### **Other Disability Leaves**

In addition to the leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability within the meaning of federal and/or state law.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing essential functions of the employee's position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact Bluecrew Support.

### **Other Leaves of Absence**

Bluecrew complied with all federal and state law governing leaves of absence and provides other leave as required by law. Contact Bluecrew Support for more information regarding any leave of absence.

## **Expense Reimbursement Policy**

Employees who incur reasonable business-related expenses will be reimbursed for such expenses. Business expenses must be itemized on the appropriate expense reimbursement request form.

## **Reporting Harassment or Discrimination**

In California, if an employee believes Bluecrew has not resolved his/her complaint of discrimination or harassment, the employee may contact the California Department of Fair Employment and Housing (“DFEH”) at 800-844-1684 to determine the location of the branch of the DFEH that is nearest to the employee to file a claim within one (1) year of the date of the discrimination and/or harassment occurred. The DFEH serves as a neutral fact-finder and will attempt to assist the parties to voluntarily resolve their dispute. In the event that the DFEH is unable to obtain voluntary resolution and finds that discrimination and/or harassment has occurred, the Fair Employment and Housing Commission (“FEHC”) may hold a hearing and award reinstatement, back pay and monetary damages.

Please contact Bluecrew Support if you have any question about this policy or require further information on the subject of sexual or other harassment or discrimination.