



Contractor Handbook

For Key Resources, Inc., Lighthouse Professional Services & Monroe Staffing Services

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Page 1 of 25

Contents

Introduction	3
Handbook Disclaimer	3
Employment At-Will.....	4
Assignments with Staffing 360 Solutions.....	4
When To Contact Your Employer.....	4
Proof of Right to Work.....	4
Time & Attendance	5
Time Cards	5
Payday.....	5
Conduct & Work Rules.....	6
Communication.....	6
Availability and Ending Assignments	6
Text & Telephone Communication	6
Safety	7
COVID Safety Concerns	8
Substance Abuse Policy & Drug Testing.....	8
Pre-employment Drug Testing.....	8
Reasonable Suspicion Drug & Alcohol Testing.....	8
Post-Accident or Injury Drug & Alcohol Testing	9
Random Testing	9
Equal Employment Opportunity	9
Prohibited Discrimination, Harassment, and Retaliation	9
Harassment	10
Sexual Harassment.....	10
Retaliation.....	12
Complaint Procedure	12
Americans with Disabilities Act.....	13

Pregnancy Accommodation	13
Questions and Complaints	13
Family and Medical Leaves of Absence (FMLA Leave).....	14
A Summary of Your Rights Under the Fair Credit Reporting Act	14
COVID-19 POLICY	17
COVID-19 Policy and Procedures	17
COVID-19 Complaint Procedure	17
Confidentiality.....	17
Investigative Procedure	17
Retaliation	18
Alternative Legal Remedies	18
COVID-19 Guidance.....	18
State Policies	20
Massachusetts.....	20
North Carolina.....	22
Rhode Island.....	23

Introduction

Welcome to Staffing 360 Solutions, Inc. and our US brands - Lighthouse Professional Services, Key Resources, Inc. and Monroe Staffing Services. This contractor handbook is designed to acquaint you with Staffing 360 Solutions and to provide information about working conditions and our employment policies. It is your responsibility to read and comply with all provisions of the contractor handbook prior to the beginning of your assignment. It describes many of your responsibilities as a contractor. While every attempt has been made to create these personalized policies consistent with federal and state law, if an inconsistency arises, the policy(s) will be enforced consistent with the applicable state law.

Handbook Disclaimer

Staffing 360 Solutions reserves the right to make changes to the policies, procedures, and other statements made in this contractor handbook. Business conditions, federal and state law, and organizational needs are constantly in flux and may require that portions of the handbook be revised. These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of Staffing 360. Policies set forth in this handbook are not intended

to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Staffing 360 and any of its contractors.

Contractors are responsible for reading and understanding this contractor handbook. If anything is unclear, contractors are directed to discuss the matter with a member of the compliance team by emailing ComplianceUS@staffing360solutions.com. This handbook and the information in it should be treated as confidential. Contractors are required to initial, sign and date that they have read and understand the policies herein on the Employment Terms checklist in the contractor onboarding package. Questions about any policies contained in this handbook should be directed to Wendy Moscovitz, Director of Compliance, at 203-502-8736 or wendy.moscovitz@staffing360solution.com.

Employment At-Will

All employment with Staffing 360 Solutions is "at-will." This means that either the contractor or Staffing 360 can terminate the employment at any time, with or without reason, with or without notice and with or without cause. No employee of Staffing 360 Solutions has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will.

Assignments with Staffing 360 Solutions

When To Contact Your Employer

Staffing 360 Solutions is your employer and provides you with job assignments and issues your paycheck. Please contact your Staffing 360 Solutions recruiter if:

- You are going to be absent, late or need to leave the worksite before the end of your scheduled shift or you need time off for any reason;
- A client contacts you directly to begin an assignment under Staffing 360 Solutions or directly with them;
- You have moved or your contact information has changed;
- You have been involved in an on-the-job accident or you have been injured on-the-job or feel unsafe in your work environment;
- You feel that you have been the victim of harassment, discrimination or workplace violence while at work;
- You feel there has been any violation of Staffing 360 Solutions' policies;
- Your assignment has been ended or you wish to leave your assignment

Proof of Right to Work

In compliance with the Immigration Reform and Control Act of 1986, each new Contractor, under penalty of perjury, must complete and sign the Employment Eligibility Verification Form I-9 and provide original documentation establishing his or her identity and legal authority to work in the United States. Former Contractors who are rehired may also be required to complete the form.

Time & Attendance

The workweek is a 7 -day period. It consists of all hours required by client needs. As shift times and work schedules vary from assignment-to-assignment, your recruiter will inform you of your work hours and any workweek changes.

Please note the following:

- If you will be late or absent, please call your recruiter at the number they provided to you no later than one hour prior to the start of your shift. You must call every day when you are late or absent;
- Any absence due to illness or hospitalization will require a statement from your doctor authorizing your return to work without restrictions;
- Unauthorized, unreported or excessive absenteeism, tardiness, leaving work earlier than your scheduled shift without authorization will be considered a voluntary quit and your assignment will be ended;
- Please see our COVID-19 policy for what to do in the event of your exposure to COVID-19

In all cases, state law will prevail. Please contact your recruiter with any questions or concerns.

Time Cards

You are responsible for reporting your own time worked to Staffing 360 Solutions. Failure to do so may cause delays in the processing of your paycheck.

To ensure the accuracy of your paycheck please make sure to:

- Punch in or out every day as directed;
- Punch out and in for meal breaks;
- Have your Client Supervisor sign off/approve your timecard;
- Submit your approved time to your branch office no later than **Monday at 10:00 AM**

Late timecards will not be processed for payment until the following week's payroll.

Payday

Payday is Friday. Please review your paystub for accuracy each week and report any discrepancies in your pay or personal information to your recruiter immediately.

You may receive your pay in the following ways:

- Pay card (recommended)
- Direct Deposit (recommended)
- Pick-up your paycheck at your local branch office

If an overpayment to you is discovered, you will receive a message from your recruiter or the payroll department. Staffing 360 will deduct the overpayment from your paycheck the following week in accordance with state and federal law.

You may access your paystubs at any time online. Please ask a representative from your local office for details.

Conduct & Work Rules

Staffing 360 Solutions strives to ensure that all individuals associated with the Company are treated in a respectful and fair manner. Though it is not possible to list all forms of behavior that are unacceptable in the workplace, the following are examples of behavior that would be considered infractions of Staffing 360 Solutions rules of conduct. Such behavior may result in immediate termination of employment. This list is not intended to be exhaustive:

1. Theft or inappropriate removal or possession of company or customer property or the property of a fellow Contractor
2. Willful destruction of company or customer property or the property of a fellow Contractor
3. Working under the influence of alcohol or illegal drugs
4. Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment
5. Fighting or threatening violence in the workplace
6. Sexual or other harassment
7. Using excessively abusive, threatening or obscene language
8. Using intimidation tactics and making threats
9. Sabotaging another's work
10. Any act which might endanger the safety or lives of others or interfere with the proper completion of work of any Contractor
11. Making malicious, false and harmful statements about others
12. Publicly disclosing another's private information
13. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace or anywhere on company property
14. Unauthorized disclosure of business "secrets" or confidential information
15. Falsifying company records or reports, including one's time records or the time records of another Contractor
16. Loitering or sleeping on the job during working hours

Communication

Availability and Ending Assignments

It is essential that you keep in touch with us and call in your availability for work at least once per week. Failure to keep in contact with your recruiter or, if you voluntarily quit, could affect your eligibility to collect unemployment benefits.

Text & Telephone Communication

In order to receive alerts regarding potential jobs and other messages related to your employment, Staffing 360 Solutions and its affiliates will contact you by telephone, text message, or email at any

telephone number or address that you have provided to us or will provide to the Company, including telephone numbers that are or may be assigned to wireless devices.

- The Company may place such telephone calls by voice call and text messaging (including SMS and/or MMS text messages)
- The Company may place such telephone calls through the use of pre-recorded/artificial voice messages and/or the use of an automatic telephone dialing device

Please contact your local office if you wish to be removed from the telephone, text and email contact list.

Safety

Staffing 360 strives to provide a safe and healthy work environment for contractors, clients, and visitors. Our success depends on the alertness and personal commitment of all.

You should ensure that you have read and understood the safety training orientation material that Staffing 360 has provided you before you commence your assignment with the client. If you do not understand the safety training material OR you require further guidance and support, you should notify your recruiter immediately before you commence work.

When you begin an assignment, it is an OSHA requirement for your host employer to provide you with supplementary training on the specific tasks you will be assigned to perform during your assignment.

If, after that training, you do not feel adequately informed or you have concerns about your safety in the workplace, please contact your recruiter or our Safety team at safetyteam@staffing360solutions.com so they can ensure that the necessary steps are taken to address your concerns.

Reports and concerns about workplace safety issues or unsafe conditions may be made anonymously to our Safety Team at safetyteam@staffing360solutions.com. All reports can be made without fear of reprisal.

Each contractor is expected to obey safety rules and to exercise caution in all work activities. Contractors who violate safety standards, cause hazardous or dangerous situations or fail to report (or, where appropriate, remedy) such unsafe situations, will be subject to disciplinary action, *up to and including* termination of employment.

In the unlikely event that you are injured while working on your assignment, please immediately report the injury to your direct on site supervisor and your recruiter who will work with our Safety Team to ensure you receive the necessary care and assistance. You can also call Medcor at 1-800-775-5866 for immediate medical care. Such reports are necessary to comply with laws and to initiate insurance and workers' compensation benefits procedures.

COVID Safety Concerns

COVID-19 safety concerns should be reported directly to the Safety Team at safetyteam@staffing360solutions.com.

Substance Abuse Policy & Drug Testing

The policy of the company is to maintain a workplace free of drugs and alcohol. As a condition of initial and continued employment, all company contractors must comply with this policy. A contractor who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment. Even if state law provides for the legalization of marijuana, violations of this drug and alcohol policy will be grounds for disciplinary action, up to and including termination, unless state laws provide exemptions.

Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer or cultivation of drugs in the workplace. Unless stated otherwise in the State Specific policies, contractors are also prohibited from being at the workplace with drugs in their system. The possession, use or sale of alcohol during work hours is strictly prohibited. In addition, any unsanctioned possession, use, or sale of alcohol during non-work hours at the workplace is strictly prohibited. Testing may include blood, urine and/or breathalyzer tests. Contractors who refuse to allow a urinalysis or other test pursuant to this policy will be subject to disciplinary action, up to and including termination.

Pre-employment Drug Testing

Subject to applicable federal, state, or local law, contractors must consent to testing for controlled substances and/or alcohol as a condition of employment to be placed on certain assignments. A contractor's refusal to consent to testing or to the disclosure of test results to appropriate company personnel may result in not qualifying for a particular job assignment.

Reasonable Suspicion Drug & Alcohol Testing

Subject to applicable federal, state, or local law, contractors must consent to testing for controlled substances and/or alcohol when the Company determines, at its discretion, that there is reasonable suspicion that the contractor is under the influence of drugs or alcohol during the work hours.

"Reasonable suspicion" means a belief based on specific acts that a contractor is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- A pattern of abnormal or erratic behavior including impaired work performance
- Direct observation of drug or alcohol use
- A contractor's own admissions or communications regarding drug or alcohol use
- Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, slurred speech, poor coordination or reflexes, suspicious odors)
- The discovery of paraphernalia in the workplace
- A report of drug or alcohol use from other contractors or supervisors

Post-Accident or Injury Drug & Alcohol Testing

Subject to applicable federal, state, or local law, testing for drugs and/or alcohol may be conducted when Contractors are involved in a work-related accident. A contractor will be subject to drug and alcohol testing when the accident or injury is likely to have been caused by drug or alcohol use based on a reasonable assessment of the contractor's actions that contributed to the accident or caused the accident. Such drug and alcohol testing will only be implemented to the extent that it accurately tests for drug or alcohol use which may have caused the accident. Unless stated otherwise in the State specific policies, a confirmed positive test result (other than for over-the-counter medications or medications for which the contractor holds a valid prescription and which are being used in accordance with that prescription (with the exception of medical marijuana not subject to a state exemption as referenced above)) or other violation of the policy is misconduct and is grounds for discipline, up to and including termination of employment. All information unrelated to drug or alcohol use that is obtained during the testing process will be held in strict confidence, to the extent possible and as required by law.

Random Testing

Subject to applicable federal, state, or local law, contractors may be selected at random for drug testing at any interval determined by the company. Such random testing will be pursuant to a process whereby there is an equal probability that any contractor from a group of contractors will be tested and in which the company does not have the discretion to waive the selection of a contractor selected by the random selection method.

Equal Employment Opportunity

Staffing 360 is committed to complying fully with all applicable laws ensuring equal employment opportunities. Accordingly, it is the policy of Staffing 360 to provide equal employment opportunities to all contractors and applicants for employment without regard to race, color, sex (including gender, gender identity, transgender status, pregnancy, childbirth or related medical conditions), religion, creed, national origin, age, actual or perceived disability, sexual orientation, marital status, military or veteran status, ancestry, genetic predisposition, citizenship status, domestic violence victim status, familial status, unemployed status, criminal history, protected activity (e.g., opposition to prohibited discrimination or making a complaint of discrimination or harassment or retaliation), or any other characteristic protected under applicable federal, state, or local law. This policy governs all aspects of employment, including, without limitation, recruitment, job assignment, promotions, transfers, compensation, access to benefits, training, discipline, and terminations. No person is authorized to act in a manner contrary to this commitment to equal employment opportunity.

Prohibited Discrimination, Harassment, and Retaliation

Staffing 360 prohibits discrimination, harassment, and retaliation on the basis of race, color, sex (including gender, gender identity, transgender status, pregnancy, childbirth or related medical conditions), religion, creed, national origin, age, actual or perceived disability, sexual orientation, marital status, military or veteran status, ancestry, citizenship status, protected activity (e.g., opposition to prohibited discrimination or making a complaint of discrimination or harassment or retaliation), or any other characteristic protected under applicable federal, state, or

local law.

Staffing 360 will not tolerate discrimination, harassment, or retaliation of any sort, and as described below, will take prompt disciplinary action against those responsible for any such conduct. Staffing 360 depends on all contractors to report instances of non-compliance and to cooperate with investigations of non-compliance with this policy.

Staffing 360 will not tolerate discriminatory, harassing, and/or retaliatory conduct or derision of any sort directed at our contractors or at non-Contractors who may work in or visit our offices or attend off-premises functions, including applicants for employment, clients, vendors, independent contractors, consultants or clients. This policy applies to all contractors and non-contractors, including applicants for employment, interns, whether paid or unpaid, contractors and any other persons conducting business with, or providing services to Staffing 360, regardless of immigration status.

Harassment

For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce a contractor, co-worker or any person working for or on behalf of Staffing 360.

Verbal taunting (including racial and ethnic slurs) that, in the hearer's opinion, impairs his or her ability to perform his or her job is included in the definition of harassment.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital or other protected status

Sexual Harassment

Sexual harassment is a form of unlawful employment discrimination and is prohibited under Staffing 360's antiharassment policy. According to the U.S. Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is used as the basis for employment decisions or such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment."

There are two types of sexual harassment:

- "Quid pro quo" harassment, where submission to harassment is used as the basis for employment decisions. Contractor benefits such as raises, promotions and better working

- hours are directly linked to compliance with sexual advances. Therefore, only someone in a supervisory capacity (with the authority to grant such benefits) can engage in quid pro quo harassment. Examples: A supervisor promising a contractor a raise if she goes on a date with him; a manager telling an Contractor she will fire him if he does not have sex with her.
- “Hostile work environment,” where the harassment creates an offensive and unpleasant working environment. A hostile work environment can be created by anyone in the work environment, whether it be supervisors, other contractors, vendors, suppliers or customers. Hostile environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials or even unwelcome physical contact as a regular part of the work environment. Texts, e-mails, cartoons or posters of a sexual nature; vulgar or lewd comments or jokes; or unwanted touching or fondling all fall into this category.

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

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

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or “kidding” that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including (but not limited to) calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters and notes, facsimiles, e-mail, photos, text messages, tweets and Internet postings; or other form of communication that is sexual in nature and offensive. Materials sent, displayed or originating on a ‘personal account’ still may be violative of this policy if displayed, described or discussed in the workplace.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling and forced sexual intercourse or assault.

Courteous, mutually respectful, pleasant, non-coercive interactions between contractors, including men and women, that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

Retaliation

No hardship, loss, benefit or penalty may be imposed on a contractor in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment
- Appearing as a witness in the investigation of a complaint
- Serving as an investigator of a complaint

Retaliation or attempted retaliation in response to lodging a complaint or invoking the complaint process is a violation of this policy. Any person who is found to have violated this aspect of the policy will be subject to disciplinary actions up to and including termination of employment.

Complaint Procedure

The company provides its contractors with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment and discrimination. Any contractor who feels harassed or discriminated against is encouraged, but not required, to immediately inform the alleged harasser that the behavior is unwelcome. In many instances, the person is unaware that his or her conduct is offensive and when so advised can easily and willingly correct the conduct so that it does not reoccur. If the informal discussion with the alleged harasser is unsuccessful in remedying the problem or if you do not feel comfortable with such an approach, you should immediately report the conduct to your recruiter or Human Resources by emailing hr_us@staffing360solutions.com or calling 203-502-8733. We cannot resolve a harassment or discrimination problem unless we know about it. Therefore, it is your responsibility to alert us so that we can take the necessary steps to correct the problem. There is no employee at any level of the company that is above these prohibitions against harassment or discrimination. Thus, it is never proper to conceal information or fail to make an immediate report under this policy. The report should include all facts available to the contractor regarding the alleged harassment or sexual harassment or discrimination.

This complaint procedure applies to contractor complaints regarding non-contractors such as vendors, contractors or customers as well as Staffing 360 staff employees.

Confidentiality

All reports of alleged harassment, sexual harassment or discrimination will be treated seriously. They will be kept confidential to the extent possible and will be shared only with those who have a need to know. Depending on the circumstances, that could include the alleged harasser. However, absolute confidentiality cannot be assured. The company may conduct an investigation of any complaint of alleged discrimination, harassment or sexual harassment, which may require limited disclosure of pertinent information to certain parties, including the alleged harasser.

Investigative Procedure

Once a complaint of alleged harassment or sexual harassment or discrimination is received, the company may begin a prompt and thorough investigation. The investigation may include interviews with all involved contractors, including the client's employees and the alleged harasser, and any contractors and client employees who are or may be aware of facts or alleged incidents.

Following an investigation, the company will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that a contractor has acted in a manner that is not in alignment with the goal of this policy, even when the actions may be lawful. In fact, the company may address any workplace issue discovered during an investigation.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or another third party, the company will take appropriate action to stop the conduct.

Americans with Disabilities Act

Staffing 360 is committed to complying with all applicable provisions of the Americans with Disabilities Act (“ADA”), as well as applicable state and local laws ensuring equal opportunity in employment for qualified persons with disabilities, including pregnancy-related disabilities. It is Staffing 360’s policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment. Staffing 360 is also committed to not discriminating against any qualified contractors or applicants because they are related to or associated with a person with a disability.

Employment opportunities with Staffing 360 are based on an individual’s ability to perform the essential functions of a specific job. Staffing 360 will reasonably accommodate qualified applicants and contractors with disabilities to aid such individuals in performing the essential job functions of their positions, unless (i) doing so causes a direct threat to such individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or (ii) such accommodations would cause an undue hardship to Staffing 360 or a client.

If you believe that you need a reasonable accommodation to aid you in performing your job duties, you should notify the Human Resources Department. Contractors requesting an accommodation may be required to provide medical certification from their health care provider that includes, without limitation: (1) identification of the health care provider; (2) information that substantiates that the contractor has a disability; (3) specific limitations and/or suggested restrictions and their relation to the disability; and (4) suggested reasonable accommodations.

Pregnancy Accommodation

Staffing 360 will comply with applicable federal, state and local laws, including, without limitation, the ADA, in accommodating contractors affected by a pregnancy, childbirth, or related medical conditions. Contractors who are temporarily unable to perform their job due to a medical condition related to pregnancy or childbirth or who need a reasonable accommodation due to a pregnancy-related disability should notify the Human Resources Dept.

Questions and Complaints

If you have questions regarding this policy or believe that reasonable accommodation is not being provided in compliance with this policy, you should notify the Human Resources Department.

Fraud, abuse or falsification of information, records or supporting documentation with respect to a request for accommodation under this policy, is grounds for disciplinary action, up to and including termination of employment.

Family and Medical Leaves of Absence (FMLA Leave)

Staffing 360 will grant family and medical leave in accordance with the requirements of federal law (the Family and Medical Leave Act or “FMLA”) and applicable state law in effect at the time the leave is granted. Although the federal and state laws have different names, Staffing 360 refers to these types of leaves collectively as “FMLA leave.” In any case, contractors will be eligible for the most generous benefits available under applicable law.

A Summary of Your Rights Under the Fair Credit Reporting Act

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates: b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

COVID-19 POLICY

COVID-19 Policy and Procedures

Staffing 360 Solutions (“The Company”) strives to create and maintain a work environment in which people are able to work as safely as possible through the COVID-19 global pandemic. The environment of the company should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Through enforcement of all previously published policies and by education of employees, The Company will seek to prevent, correct and discipline behavior that violates these policies. To request copies of all current COVID-19 policies, including but not limited to Re-Opening plans, travel guidelines, and Mask and Handwashing policies, please contact any member of the Safety Team at safetyteam@staffing360solutions.com.

COVID-19 Complaint Procedure

The Company provides its employees and contractors with a confidential, convenient and reliable method for reporting COVID-19 safety and compliance violations or concerns including but not limited to; mask wearing, social distancing, office capacity limits, visitor protocol, cleaning and disinfecting. To file a report, employees and contractors should email the Safety Team at safetyteam@staffing360solutions.com, for a confidential conversation. The report should include all facts available to the employee regarding the alleged violation.

All employees and contractors, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Confidentiality

All reports of COVID-19 safety violations will be treated seriously. They will be kept confidential to the extent possible and will be shared only with those who have a need to know. However, absolute confidentiality cannot be assured. The Company may conduct an investigation of any complaint of alleged violations which may require limited disclosure of pertinent information to certain parties.

Investigative Procedure

Once a complaint of an alleged COVID-19 safety violation is received, the Company may begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including any employees who are or may be aware of the factor or the alleged violation(s).

Following an investigation, the Company will promptly take any necessary and appropriate steps to ensure that all safety protocol is being followed.

Retaliation

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of an alleged COVID-19 safety violation
- Being a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Retaliation or attempted retaliation in response to lodging a complaint or invoking the complaint process is a violation of this policy.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Any person who is found to have violated this aspect of the policy will be subject to discipline up to and including termination of employment.

Alternative Legal Remedies

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts.

COVID-19 Guidance

As part of our obligation to you, we will work with you and the client to ensure you are well informed about the COVID-19 measures the client's organization has taken to safeguard all contractors' health and safety while on assignment.

Protocols for starting an assignment or returning to a work site

You should ensure that before you start your assignment or return to the work site you notify us of the following:

- If you are experiencing any [symptoms](#) of or have tested positive for Covid-19
- If a member of your household or someone you have come in close contact with in the past 2 weeks is sick at home with Covid-19 or experiencing [symptoms](#) of Covid-19
- If you are awaiting a Covid-19 test result for you or a member of your household
- If you have travelled to an area in the last 14 days which is currently on the [quarantine list or on a state travel ban](#)
- If you have been directed to quarantine or isolate by the Department of Health or a healthcare provider in the past 14 days

Do not attend the worksite under any circumstances if any of the above apply to you.

DURING your assignment:

You should NOT attend the worksite under any circumstances if you are experiencing any [symptoms](#) of Covid-19 or any of the above.

You should notify us **AND** the client **immediately** if any of the above apply to you.

Complaints

If you have any COVID-19 safety concerns about your worksite, please reach out to the Safety Team at safetyteam@staffing360solutions.com.

All complaints and concerns are taken seriously and will be investigated and addressed without retaliation.

Your help in reducing the spread of Covid-19 is critical

We recommend the following:

- Avoid close contact with people who are sick
- Adhere to the Federal, State and Local Government's guidelines on social distancing/ lockdown measures
- Avoid touching your eyes, nose, and mouth
- Wear a face covering where required to do so
- Stay home when you are sick
- Cover your cough or sneeze with a tissue, then throw the tissue away
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe
- Wash your hands with soap and water for at least 20 seconds, and especially after going to the bathroom, before eating, after blowing your nose, coughing or sneezing, or touching high touch surfaces such as handrails and doorknobs
- Wear a mask while traveling with others to the worksite and do not travel with others when you are not feeling well
- Get the COVID-19 vaccination as soon as you can.

Protecting your Privacy

Please be aware that we will share all necessary information that you disclose to us with the Client to ensure the Client is informed and able to take necessary measures onsite to ensure the well-being of you, their staff and workers.

We will not disclose any sensitive medical information that you disclose to us without your consent to do so.

State Policies

Massachusetts

EARNED SICK TIME POLICY

(For Eligible contractors working at assignments in MA*)

In accordance with the Massachusetts Earned Sick Time Law, Staffing 360 Solutions will begin accruing earned/paid sick leave for eligible contractors* effective July 1, 2015. Contractors may use the accrued time when they must be absent from work for one of the reasons specified by law. Accrual, use, documentation and notification requirements are detailed below:

ACCRUAL

- Contractors earn one (1) hour of sick time for every thirty (30) hours they work (actual hours worked), up to a cap of forty (40) hours per year (January – December)
- Contractors can earn and use up to forty (40) hours per year if they work enough hours
- Contractors with unused earned sick time at the end of the year can rollover up to forty (40) hours to the next year
- Contractors begin earning sick time on their first day of work (first day work is actually performed) and may begin using earned sick time ninety (90) days after starting work (contractors who have been employed at least 90 days as of July 1, 2015, may use earned sick time as it accrues. Accrual begins on 7/1/15 for those contractors)

USE

Contractors may use earned sick time for the following purposes:

- 1) Care for the Contractor's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- 2) Care for the Contractor's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- 3) Attend a routine medical appointment or a routine medical appointment for the Contractor's child, spouse, parent, or parent of spouse; or
- 4) Address the psychological, physical or legal effects of domestic violence

The minimum amount of sick time a contractor can use is one hour. For uses beyond one hour, contractors may use earned sick time in 15-minute increments.

Where a contractor's use of sick time requires a client to hire a replacement or call in another contractor, Staffing 360 Solutions may require the employee to use an equal number of hours as the replacement contractor works, up to a full shift of earned sick time. If the contractor lacks sufficient accrued earned sick time to cover time away from work, the difference will be unpaid. Contractors may not use earned sick time if they are not scheduled to be at work. The contractor will be paid their regular hourly rate when they use earned sick time.

NOTICE REQUIRMENTS

Please note: While on assignment, you are obligated to follow the Client's attendance and notification policies as well as those of Staffing 360 Solutions and therefore be aware and responsible for following both policies.

When you are unable to work due to one of the reasons listed above, please promptly notify your client supervisor **and** your Staffing 360 Solutions representative of the situation at least one (1) hour prior to the start of your shift. Your notice to your Staffing 360 representative should include your name, the client you are assigned to, the reason for your absence or tardy, where you can be reached, and when you expect to return to work. You must notify the client supervisor in accordance with the client's requirements. You must call your client supervisor and Staffing 360 Solutions each day that you will be absent.

You must notify your client supervisor and Staffing 360 Solutions at least **seven (7) days** in advance of a foreseeable or pre-scheduled absence.

If you are unable to personally notify the client and Staffing 360; a spouse, adult family member or other responsible party should provide the notice of your absence.

DOCUMENTATION

Any absence due to illness, injury or hospitalization of a contractor will require a written statement from your doctor authorizing your return to work without restrictions. Contractors using sick leave must provide written documentation from a medical provider supporting the use of sick time when the sick time used:

- a) Exceeds three (3) consecutive days which you were scheduled to work
- b) Occurs after four (4) unforeseeable and undocumented absences within a 3-month period

Contractors must submit the documentation within seven (7) days after the taking of earned sick time for which documentation is required. If you do not provide the documentation within the seven (7) days required, Staffing 360 Solutions will recoup and deduct the sum paid for earned sick time from future pay, as an overpayment.

NO CALL- NO SHOW

An incident of no call- no show, occurs when a contractor both fails to report to work at the start of a scheduled work shift and fails to notify their Staffing 360 Solutions representative and client supervisor within one hour prior to the start of the work shift of their absence. Contractors who do not report to their work assignment and do not call Staffing 360 Solutions or the client to advise of their absence will be considered to have voluntarily quit and their assignment will be ended. Earned sick time will not be paid out upon termination or ending an assignment.

NOTICE OF YOUR RIGHTS AND RESPONSIBILITIES UNDER THE NORTH CAROLINA CONTROLLED SUBSTANCE EXAMINATION ACT

In accordance with our company policy, you have been selected for a controlled substance screening. This Notice explains your rights and responsibilities under the North Carolina Controlled Substance Examination Regulation Act (CSERA) and the corresponding administrative rules.

Your Rights

- You have the right to refuse to participate; however, your job or employment opportunity may be in jeopardy.
- You have the right to have your sample tested by an approved laboratory in accordance with accepted procedures to ensure chain of custody.
- You have the right to privacy and dignity during the collection of your sample.
- You have the right to confidentiality of information regarding your screening result, your medical history, or any medications you are taking.
- You have the right to have a positive initial screening confirmed by a more sophisticated test (gas chromatography/mass spectrometry) before any action is taken against you based on the screening result.
- In the event you have a confirmed positive screening result, you have the right to request a retest of the same sample by any approved laboratory (at your expense).

Your Responsibilities

- You must inform the laboratory conducting the screening of any medical conditions or lawful medications you are taking that might affect your screening result.
- If you desire to have a confirmed positive screening result retested, you must inform your employer (in writing) of your request within 10 days of being notified of the confirmed positive result.
- You are responsible for the costs of a retest.
- You are responsible for providing your employer with the results of any retest.

If you believe any procedural requirements of the CSERA were violated, you can file a complaint with the

N.C. Department of Labor – Wage and Hour Bureau at 919-807-2796 or 800-NC-LABOR. The Department has no jurisdiction regarding an employer’s requirement for controlled substance testing or its decisions regarding results of controlled substance testing.

Rhode Island

EARNED SICK TIME POLICY

(For Eligible Associates working at assignments in RI*)

In accordance with the paid sick and safe leave provisions of the Healthy and Safe Families and Workplaces Act, Staffing 360 Solutions will begin accruing paid sick and safe leave for eligible associates* effective July 1, 2018. Contractors may use the accrued time when they must be absent from work for one of the reasons specified by law. Accrual, use, documentation, and notification requirements are detailed below:

ACCRUAL: Contractors accrue one (1) hour of paid sick and safe leave time for every thirty-five (35) hours worked, up to a maximum of 24 hours during the calendar year of 2018 and then increases as follows:

- 2018 calendar year: up to a maximum of 24 hours
- 2019 calendar year: up to a maximum of 32 hours
- 2020 calendar year and beyond: up to a maximum of 40 hours

Unused paid sick and safe leave time will be carried over to the following calendar year, however, a contractor cannot use more than the maximum accrual amount for each calendar year as listed above.

Contractors begin accruing sick time on their first day of work and may begin using accrued sick and safe leave time on their one hundred-eightieth (180) calendar day on assignment. Contractors who have been employed at least one hundred-eighty (180) days as of July 1, 2018, may use earned sick and safe time as it accrues. Accrual begins on 7/1/18 for those contractors.

USE: Contractors may use accrued sick and safe leave time for the following purposes:

- 1) A contractor's mental or physical illness, injury or health condition; a contractor's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; a contractor's need for preventive medical care;
- 2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
- 3) Closure of the contractor's place of business by order of a public official due to a public

health emergency or a contractor's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the contractor's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the contractor or family member has actually contracted the communicable disease; or

- 4) Time off needed when the contractor or a member of the contractor's family is a victim of domestic violence, sexual assault or stalking.

The minimum amount of sick time a contractor can use is one hour. For uses beyond one hour, contractors may use earned sick time in 15-minute increments.

When the use of paid sick and safe leave time is foreseeable, the contractor must provide notice of the need for such time to their Staffing 360 representative and the client at least seven (7) days in advance of the use of the sick and safe leave time and should make a reasonable effort to schedule the use of sick and safe leave time in a manner that does not unduly disrupt the operations of the client.

Contractors may not use earned sick time if they are not scheduled to be at work.

The contractor will be paid the regular hourly rate that they are earning of the assignment they are on when they use earned sick time.

Request Procedure:

When a contractor is unable to work for one of the reasons stated above, they must promptly notify their client supervisor and their Staffing 360 Representative of the situation at least one (1) hour prior to the start of their shift. The request must include the contractor's name, the client they are assigned to, the reason for their absence or tardy (contractors are not required to provide medical diagnosis), where they can be reached, and when they expect to return to work. Contractors must call their client supervisor and Staffing 360 each day that they will be absent. The contractor must notify their client supervisor and Staffing 360 at least **seven (7) days** in advance of a foreseeable or pre-scheduled absence.

Please note: While on assignment, contractors are obligated to follow the client's attendance and notification policies as well as those of Staffing 360 and therefore be aware and responsible for following both policies.

Documentation:

Any absence due to illness, injury or hospitalization of a contractor will require a written statement from the contractor's doctor authorizing their return to work without restrictions. Contractors using sick and safe leave must provide written documentation from a medical provider supporting the use of sick time when the sick time used

- a) Exceeds three (3) consecutive days which they were scheduled to work
- b) Occurs within two (2) weeks prior to a contractors' final scheduled day of work before termination of employment

Contractors must submit the documentation within seven (7) days after taking earned sick and safe time for which documentation is required. If they do not provide the documentation within the seven (7) days required, Staffing 360 will recoup and deduct the sum paid for earned sick time from future pay, as an overpayment.

NO CALL- NO SHOW:

An incident of no call- no show, occurs when a contractor both fails to report to work at the start of a scheduled work shift and fails to notify their Staffing 360 representative and client supervisor within one hour prior to the start of the work shift of their absence. Contractors who do not report to their work assignment and do not call Staffing 360 or the client to advise of their absence will be considered to have voluntarily quit and their assignment will be ended.

Earned sick and safe time will not be paid out upon termination or ending an assignment.

*Contractors Eligible to Accrue and Use Earned Sick Time: A contractor is eligible to accrue, and use earned sick and safe time if the contractor's primary place of work (as defined by the RI law) is in Rhode Island.