



# WORKSITE EMPLOYEE HANDBOOK

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## Welcome to TriNet

Dear Worksite Employee,

Welcome to TriNet! As a successful professional, you have high standards and expectations. TriNet does, too. We therefore take great pride in being able to provide you with this informative handbook, designed to tell you not only about the highly competitive benefits and other perquisites we provide, but also about our well- developed policies and procedures.

The companies with which we associate are a high-powered group, and we are committed to making a significant contribution to their success. We are also committed to contributing to your own success. Read on to learn more about what you can expect from TriNet and about what is expected of you.

Please feel free to contact us with any questions; we are always happy to hear from you. We look forward to helping you achieve success and prosperity.

Best wishes,

A handwritten signature in blue ink, reading "Burton M. Goldfield".

Burton M. Goldfield President & CEO of TriNet

## IMPORTANT NOTICE ABOUT THIS HANDBOOK

This handbook applies to employees who work for a TriNet customer company (a.k.a., “worksite employee”). Where necessary to distinguish between a customer company and TriNet, the term “your company” will be used to refer to the customer company and TriNet will be referenced by name. When the term “the company” or “we” is used, it refers to TriNet and/or the customer company, as appropriate.

The contents of this handbook are intended to provide you with an overview of the company’s benefits, policies, procedures, and rules.

Of course, it is not possible for this handbook to address every situation that may arise or to provide information that answers every possible question. In addition, circumstances undoubtedly will require changes to the company’s offerings, policies, procedures, and rules from time to time. For these reasons, the company reserves the right to change any of its offerings, policies, procedures, or rules at any time, with or without notice, with the exception of the at-will employment policy summarized below.

Your employment is at-will, unless there is a written agreement to the contrary signed by an authorized representative of the company. (To affect the nature of your employment with TriNet, any such agreement must be signed by the President of TriNet.) The at-will employment policy means that, in the absence of such an agreement, either you or the company may terminate your employment at any time, with or without cause, and with or without advance notice.

TriNet is the single-employer sponsor of its benefits plans. If you are eligible to participate in TriNet benefits, please refer to the TriNet Benefits Guidebook and Summary Plan Description (“Guidebook”) posted on the TriNet platform at [login.trinet.com](http://login.trinet.com). However, if you are not eligible to participate in certain or any TriNet benefits under the TriNet Benefits Plan—either, for example, because you do not meet eligibility requirements or because your company has not contracted with TriNet to make certain or any TriNet benefits available to you—then references to TriNet benefits in this handbook will not apply to you. Nothing in this handbook is a guarantee of benefits coverage under the TriNet Benefits Plan.

Unless and until superseded by a subsequent notice and handbook, this notice and handbook apply to all worksite employees regardless of date of hire and supersede any prior notice, handbook, or policies on the same subjects, except as otherwise indicated in this handbook.

Nothing in this handbook is intended to interfere with the rights of any worksite employees to engage in protected concerted activity, either with coworkers or others, or any other rights provided under the National Labor Relations Act (NLRA). To the extent that conduct is protected under the NLRA, this handbook does not prohibit it.

If you have any questions regarding any policies, please ask your supervisor or manager or contact your TriNet HR representative. We wish you success and fulfillment in your position.

## Chapter One: Overview of TriNet and the TriNet Platform

### TriNet: Who We Are and What We Do

TriNet is a Professional Employer Organization, or PEO, that helps customer companies administer pay and benefits, among other things.

In short, TriNet takes a lot of the hassle out of being an employer and tends to get the best value for many of its services. It also offers the advantages of a secure internet-accessed online platform, [login.trinet.com](http://login.trinet.com).

TriNet was founded in San Leandro, California, in 1988, and has grown quickly, acquiring a number of PEOs and other companies in the process. With a wide national presence, TriNet owes its growth to being good at what we do—providing a complete HR solution for growing companies.

As a worksite employee, you are welcome to submit comments or suggestions to TriNet at any time. Call, write, or email (refer to the end of this chapter for contact information) and let TriNet know how to serve you better.

Companies who partner with TriNet become TriNet customer companies. Customer companies and worksite employees are affiliated with TriNet through a co-employer relationship. In partnering with TriNet, customer companies elect to share several important employer responsibilities with TriNet. As long as the relationship is active, TriNet has responsibility for paying wages, sponsoring and administering benefits, processing and maintaining certain worksite employee records, and performing other related HR functions. Accordingly, if you are a worksite employee, TriNet is your employer of record for administrative purposes (and the TriNet name therefore appears on your tax records and paycheck stubs, for example), yet your company is your employer for day-to-day job responsibilities and requirements.

### The TriNet Platform: Your Online Home Away From Home

TriNet provides you with a secure internet-based portal, the TriNet platform, to address your human resources needs. You'll find the TriNet platform to be a tremendous resource. The more you use it, the more you'll appreciate its advantages.

If you are new to TriNet, there are a few things you should take care of right away on the TriNet platform.

- **I-9:** TriNet utilizes a secure online process to document your Employment Verification Eligibility. You will find the link on the homepage under Important Notices. This must be completed within three business days of your hire date.
- **W-4:** Complete your desired tax withholding allowances via [login.trinet.com](http://login.trinet.com).
- **Direct Deposit:** Enroll for this benefit online via [login.trinet.com](http://login.trinet.com). You may designate up to five separate accounts.
- **Benefits Enrollment:** Access extensive information about TriNet benefits, including enrollment information, in the TriNet Benefits Guidebook and Summary Plan Description (the "Guidebook").

**New Employee Orientation: Worksite Employee Orientation:** You have on-demand, 24/7 access to the online New Hire Orientation on [login.trinet.com](http://login.trinet.com) under Resources.

Additional things you can do through the TriNet platform at [login.trinet.com](http://login.trinet.com):

- View an electronic copy of your paycheck. This can be quite useful if you need to print out copies of recent paychecks for financial transactions or simply for your own records. You'll also have copies of your paychecks and W-2 forms available online at any time or any place.
- Update personal information, including your name, address, emergency contact information, and mailing address.



- Set up and change your tax withholdings.
- Change your life insurance beneficiaries.
- Keep track of your flexible spending accounts (FSAs).
- If you are a manager, complete special functions for hiring, terminations, reports, payroll entry, and worksite employee administration.
- Access discounts on electronics, apparel, entertainment, and much more.

### The Terms and Conditions Agreement (TCA)

When you first log into the TriNet platform, you will be asked to read and accept the TriNet Terms and Conditions Agreement (TCA). Please read the TCA carefully and make sure you understand it, as it contains important information regarding your use of the TriNet platform and online services, your employment relationship with TriNet, and related matters. Your acknowledgement and acceptance of the TCA is a condition not only of your use of the TriNet platform and online services but also of your employment with TriNet. With respect to IRS Form W -2, COBRA notices, and any other notice for which consent to electronic delivery is required by law, you agree and consent to electronic delivery by email or via such other method permitted by law. If you fail to acknowledge the TCA, you will not become employed by TriNet and will not be paid by TriNet. You will receive an email confirming your acceptance of the TCA.

If you are eligible for TriNet health plans, the email will also contain your Initial COBRA Notification Letter, which TriNet is required to send to you in accordance with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). Please read the notice to familiarize yourself with your rights and obligations under COBRA. A copy of the TCA is always available for review via *login.trinet.com*.

### Updating Your Information through the TriNet Platform

For a variety of reasons, including to ensure dependable, accurate, and timely delivery of your payroll and/or benefits information, TriNet needs to have your current name, address, email address, telephone number, emergency contacts, and family status. You are required to use the TriNet platform to keep such information up to date.

### If There's a Parting of the Ways

If your relationship with TriNet ends for any reason, you will receive further information on COBRA continuation coverage, if you are eligible for such coverage. The TriNet platform remains available after your termination of employment so that you can access necessary information.

### How to Keep in Touch With TriNet

We believe in the importance of communication. For that reason, there are numerous ways to get in touch with TriNet:

- **TriNet Solution Center.** Call the Solution Center at 800.638.0461. For hours of operation, visit *login.trinet.com*. Your Solution Center representative either will personally address your issue or contact the appropriate TriNet professional to assist you.
- **TriNet Solution Center emails.** Send an email to the Solution Center via *employees@trinet.com*.
- **Cases.** Submit a case to the Solution Center via *login.trinet.com*.
- **Mail.** Use regular mail in instances where an original document is required or other methods of communication are not ideal. Unless otherwise instructed, please forward such correspondence to the TriNet corporate address:

TriNet Group, Inc.

Attn: [Add appropriate department (i.e., Benefits, Payroll, etc.) or TriNet professional]

One Park Place, Suite 600, Dublin, CA 94568



## Chapter Two: General Conduct Standards and At-Will Employment

We are committed to the highest standards of conduct at every level, and we depend upon the personal and professional integrity and dedication of all worksite employees to help uphold these standards in every aspect of our business. Your dependable character and helpful behavior are assets and a credit to the company's business. To help promote a positive work environment for you and your co-workers, we rely on you to behave according to the provisions set forth in this handbook and in other company policies and directives. Failure to comply with company guidelines may result in disciplinary action, up to and including termination of employment.

This chapter of the handbook is not intended to address every situation that might arise but is intended to highlight the company's expectations regarding your conduct in general. Nothing in this chapter alters our at-will employment policy, which is set forth below.

Nothing contained in this chapter or any other part of the handbook shall be interpreted or applied, and nothing herein is in any way intended, to interfere with your rights to engage in protected concerted activity under Section 7 of the National Labor Relations Act, or prevent worksite employee communications regarding wages, hours, or other terms and conditions of employment.

### At-Will Employment

You are employed on an at-will basis, unless there is a written agreement to the contrary signed by an authorized representative of the company. (To affect the nature of your employment with TriNet, any such agreement must be signed by the President of TriNet.) This at-will employment policy means that, in the absence of such an agreement, as a worksite employee, you have the right to terminate your employment at any time, with or without cause, and with or without advance notice. It also means that, in the absence of such an agreement, we have the option of ending your employment with us at any time, with or without cause, and with or without advance notice. In addition, it means that, in the absence of such an agreement, the terms and conditions of employment, including, but not limited to, your compensation, benefits, duties, schedule, and location of work, may also be changed at any time in the company's sole discretion, with or without cause, and with or without advance notice, and you may be transferred, promoted, or demoted, with or without cause, and with or without advance notice.

The at-will employment policy cannot be changed except by way of a different policy set forth in a subsequent handbook signed by the President of TriNet. Thus, for example, no course of conduct, years of service, provision of this handbook, or general statement of any sort can change this policy.

### Policy Against Proscribed Harassment and Discrimination

We are committed to maintaining a respectful, courteous work environment free of unlawful discrimination and harassment, and we are committed to taking all reasonable steps to prevent it and address it. We will not tolerate harassment relating to any characteristic protected under applicable law by any worksite employee, contractor, vendor, customer, or visitor. Protected characteristics include age, race, color, national origin, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sexual orientation, religion, physical or mental disability, medical condition, genetic information, marital status, veteran status, military status, or any other characteristic protected by federal, state, or local law. In addition to any disciplinary action we may take, up to and including termination of employment, offenders may also be personally liable, in the event of litigation, for damages and attorney's fees and other costs of litigation.

Except where otherwise indicated, the term "harassment," as used in this policy, refers to behavior that is related to any characteristic protected under applicable law and that is personally offensive, intimidating, or hostile, or interferes with work performance, regardless of whether it rises to the level of violating the law. In other words, this policy is stricter than the law, in that this policy defines prohibited harassment more broadly than does the law.

## What is Sexual Harassment?

Under various state and federal laws, sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where:

- Submission to such conduct or communication is either explicitly or implicitly made a term or condition of an individual's employment; or
- Submission to or rejection of such conduct or communication by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's work performance or creates and/or perpetuates an intimidating, hostile, or offensive work environment.
- As defined by law, sexual harassment can also take the form of other unwelcome conduct or communication that has the purpose or effect of unreasonably interfering with an individual's work performance or creates and/or perpetuates an intimidating, hostile, or offensive work environment. Such other conduct or communication sometimes takes the form of verbal abuse of a sexual nature, unwanted touching, leering, sexual gestures, a display of sexually suggestive objects or images, sexually explicit or offensive jokes, stories, cartoons, nicknames, slurs, epithets, and other communications of a sexual nature.

## What Are Other Kinds of Harassment?

In addition to sexual harassment, the company prohibits all other harassment based on age, race, color, national origin, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sexual orientation, religion, physical or mental disability, medical condition, genetic information, marital status, veteran status, military status, or any other characteristic protected by federal, state, or local law.

## Forms of Harassment

Harassment may take many forms, including the following conduct when based on the protected characteristics described above:

- **Verbal.** Epithets; derogatory comments, slurs, or name-calling; inappropriate jokes, emails or any other form of written communication, comments, noises, or remarks; repeated requests for dates, threats, propositions, unwelcome and unwanted correspondence, phone calls, and gifts; or other unwelcome attention.
- **Physical.** Assault; impeding or blocking movement; physical interference with normal work or movement; unwanted and unwarranted physical contact, such as touching, pinching, patting, grabbing, brushing against, or poking another worksite employee's body.
- **Visual.** Abusive or patently offensive images (whether in photographs, posters, cartoons, drawings, paintings or other forms of imagery); displaying abusive or patently offensive images, writings or objects; ogling, staring at or directing attention to a worksite employee's anatomy; leering; sexually oriented or suggestive gestures.
- **Cyberstalking.** Proscribed harassment using electronic communication, such as e-mail or instant messaging (IM), or messages posted to a website, blog, or discussion group.

Proscribed harassment can occur in one-on-one interactions or in group settings and can involve a co-worker, manager, vendor, customer, visitor, or agent of the company. Sexual harassment can also occur in the context of a relationship that was once consensual but has changed so that the behavior is no longer welcome by one party. It is impossible to specify every action or all words that could be interpreted as harassment. The examples listed above are not meant to be a complete list of objectionable behavior.

Make a point of paying attention to others' reactions and stated requests and preferences, respecting their wishes, and treating them in a professional manner, regardless of gender, race, religion, nationality, age, sexual orientation, sexual identity or expression, or other protected characteristic.

### **Reporting and Investigating Proscribed Harassment**

If you believe anyone is harassing you based on a protected characteristic, or harassing another individual in the workplace, we encourage you, if comfortable doing so, to tell the harasser in clear language that the behaviors or advances are unwelcome or unwanted and must stop. The individual may not realize the behavior is objectionable and a simple communication may effectively end the behavior. However, if you are not comfortable engaging in such communication or the behavior does not stop following such communication, you should immediately report your concern to your manager, any other company manager or official, your TriNet HR Representative or the TriNet Solution Center. Report the facts of the incident, including what happened, when, where, how often, and the names of the accused and any witnesses. Managers should immediately report any suspected incidents of harassment of others to a TriNet HR Representative.

All claims of proscribed harassment will be investigated in a timely, objective, and thorough manner as confidentially as possible. All worksite employees are expected to cooperate fully in any investigation. If it is determined that prohibited harassment has occurred, the appropriate corrective action, up to and including termination of employment of the offending worksite employee, will be taken along with any additional steps necessary to prevent further violations of this policy.

### **Protection against Retaliation**

Neither the company nor the law will tolerate any form of retaliation against any worksite employee who opposes discrimination or prohibited harassment, makes a complaint, or participates in any manner in an internal investigation or an investigation, proceeding, or hearing conducted by a state or federal agency or court. If you believe that you have experienced or witnessed retaliation, you should immediately report your concern to your manager, any other manager or officer, a TriNet HR Representative or the TriNet Solution Center. Any worksite employee who engages in retaliation will be subject to disciplinary action, up to and including termination of employment, as well as possible legal consequences.

### **Standards of Performance and Conduct**

Like other organizations, we require order and discipline to succeed and to promote efficiency, productivity, and cooperation among worksite employees. For this reason, we think it is helpful to identify some examples of types of conduct that are impermissible and that may therefore lead to disciplinary action, possibly including immediate discharge:

- Refusing to accept appropriate work assignments or refusing to perform tasks assigned by a supervisor in the appropriate manner.
- Refusing to follow your manager's work instructions or directions, or engaging in insubordination.
- Conducting personal business, including outside employment, on working time or with company equipment, supplies, materials, or products, without management approval.
- Possessing or using weapons, dangerous or unauthorized materials, liquor (unless authorized), or illicit drugs in the workplace. (This is not to be read as interfering with a legal right, in those states that recognize such a right, to store lawfully possessed firearms in one's vehicle while it is in an employer-provided parking area.)
- Sleeping or being impaired by alcohol, illegal drugs, or intoxicants while on company property, while on duty, or while operating a vehicle or potentially dangerous equipment leased or owned by the company.
- Falsifying information, including time or expense reports; intentionally "punching" another worksite employee's time card; removing or destroying any time-keeping record without authorization.

- Damaging, destroying, removing without authority, or failing to return any property (physical or intellectual) belonging to the company, fellow worksite employees, customers, or anyone on company property.
- Fighting, horseplay, practical jokes, or other unsafe conduct that could endanger any worksite employee, contractor, customer, or vendor of or visitor to the company.
- Violence, threats of violence or intimidation, bullying, or coercing any worksite employee, contractor, customer, or vendor of or visitor to your company, including by use of abusive or vulgar language.
- Engaging in any unlawful harassment or discrimination against a co-worker, customer, or vendor.
- Engaging in illegal activities or conduct that poses a health or safety hazard, including smoking in non-smoking areas.
- Soliciting or accepting gratuities from customers or vendors.
- Holding unauthorized gatherings in work areas during working time, or admitting unauthorized persons into the work place, unless allowed to do so by law.
- Releasing without authorization Confidential Information as defined in this handbook.
- Violation of any company rule, practice, or policy, including any policy in this handbook.
- Unsatisfactory performance of job duties.
- As already noted, the above is not a comprehensive list of all types of impermissible conduct and performance, and nothing in this handbook (including this policy) alters the at-will employment policy.

## Code of Business Ethics and Conduct

This Code applies to you only if you are a worksite employee whose company does not have its own such Code.

Your company has a responsibility to conduct its business in strict compliance with all applicable laws and regulations, and it is the company's policy to do so. Your company therefore expects worksite employees to act in accordance with the highest standards of business ethics both on and off company premises, to avoid any appearance of impropriety, and to observe all applicable laws and regulations while conducting business on the company's behalf.

You are expected to abide by the spirit as well as the letter of this Code. You are also expected to cooperate with any inquiries or investigations concerning a possible or suspected violation of this Code, unless you are informed at the time of the investigation that your participation is voluntary. Any worksite employee's failure to fulfill his or her responsibilities under this Code may result in disciplinary action, up to and including immediate termination of employment.

## Ethical Standards

Your company is committed to conducting business in a fair and open manner within the spirit and letter of the law, with the highest regard for customers, the community, and worksite employees. Your company's success depends not only on the knowledge, skills, and abilities of worksite employees, but also on their performance of work with sound judgment, self-discipline, common sense, and integrity. As such, all worksite employees are required to maintain and uphold the following common ethical standards, in all aspects of their work:

- To pursue company objectives in all of your work in a manner that does not conflict with the integrity of the company or the public interest;
- To be truthful and accurate in performing job functions;
- To protect Confidential Information as defined in this handbook;
- To observe all laws, regulations, ordinances, and rules applicable to the operation of the business;

- To maintain honest and fair relationships with all company vendors;
- To ensure quality and value in the company's products/services and relationships with customers and vendors; and
- To avoid, during the course of your employment, any situations that may engender any conflict between the personal interests of worksite employees and the exercise of discretionary decisions on behalf of the company.

### **Conflicts of Interest**

Your company insists on the undivided loyalty of all worksite employees, including management and non- management staff, in the performance of all job functions. Therefore, worksite employees must not engage in any conduct, and must avoid situations, that would create an actual or potential conflict of interest in performing your job or create the appearance of such a conflict.

Conflicts of interest arise in work situations when a worksite employee's personal activity or personal interest is contrary to the interests of the company. These personal activities or interests may influence the worksite employee's judgment, causing the worksite employee to make decisions on behalf of the company based upon the potential for personal gain, rather than in the best interests of the company.

To prevent conflicts of interest, the following behavior is deemed unacceptable and unethical, except to the extent the law provides otherwise:

- Receiving or giving of merchandise, money, services, travel, accommodations, or lavish entertainment that might appear to have been given to influence a business decision. Gifts offered or received at any time in your capacity as a worksite employee or representative of the company that are of more than minimal or token value shall not be accepted and shall be returned to the sender with an appropriate explanatory note or letter.
- Maintaining personal, business, or financial relationships with a customer or vendor where the worksite employee has control or influence over the company's relationship with that customer or vendor. For example, worksite employees should not borrow from or lend personal funds to a customer or vendor of the worksite employee's division.
- Using information developed or learned on the job for personal or familial benefit. This includes the use of company databases, financial information, and intellectual property.
- Maintaining outside directorship, employment, or political office that might appear to or actually conflict or compete with a worksite employee's responsibilities.
- Conducting company business with, or using position or authority to influence the company to conduct business with, family members.
- Unauthorized sharing of Confidential Information, as defined in this handbook, or proprietary company-related information with business associates or representatives of other companies.

The list above serves only to illustrate sources of possible conflicts of interest and does not constitute a complete list of all the situations that may result in a conflict of interest. Ultimately, it is the responsibility of each worksite employee to avoid any situation that could affect his/her ability to judge situations independently and objectively on behalf of the company, and any situation that could even appear to be a conflict of interest. It is important to note that under certain circumstances, conflicts of interest can amount to violations of criminal law. Any doubts should be resolved in a discussion with your manager, TriNet HR Representative, or your company's legal counsel.

### **Employment of Relatives and Significant Others**

To avoid conflicts of interest and to promote stability and goodwill in the workplace, we usually don't hire or transfer relatives into positions in which they supervise or are supervised by another close



family member. We also try to avoid placing them in positions in which they work with or have access to sensitive information about family members. The same general considerations apply if two worksite employees marry or become involved in a domestic-partner relationship. If a supervisory, security, morale, safety, or other conflict results from the relationship, we reserve the right to use our discretion in hiring and placing worksite employees in a manner designed to avoid these concerns. One of the worksite employees may be transferred—or, if necessary, terminated—to resolve the situation.

The term “relatives,” as used in the preceding paragraph, refers to a spouse or domestic partner, parents, legal guardians, siblings, children, grandparents, grandchildren, or current in-laws. (Natural, step- or adopted relationships are included in this definition.) This Code also applies to significant others. In addition, if a conflict or appearance of a conflict arises because of a dating relationship, at our sole discretion, the conflict may be resolved by transfer of one or both worksite employees or termination of employment. There may be other considerations or restrictions based on job requirements and situations specific to your company. Check with your manager for clarification.

### **Recognizing & Reporting a Conflict**

It is essential that all worksite employees pay close attention to possible violations of the Code of Business Ethics and Conduct, whether they occur because of an oversight or intention. Any worksite employee who is aware of possible violations should notify his or her manager, a company officer, a TriNet HR Representative, or, if applicable, your company’s legal counsel. If you are not sure whether there is an ethical problem, it is better to ask.

Here are some signs to watch for:

- You feel uncomfortable about a business decision, or about something you’ve been asked to do at work.
- You have witnessed a situation involving a business decision that made you or someone else feel uncomfortable.
- You feel that the company would be embarrassed, or face legal implications, if a business conflict were revealed to the public.

### **Violation of the Code**

Violations of this Code will be grounds for discharge or other disciplinary action, adapted to the circumstances of the particular violation. Disciplinary action will be taken against individuals who authorize or participate directly in a violation of the Code. Disciplinary action also may be taken against any of the violator’s managerial superiors, to the extent that the circumstances of the violation reflect inadequate supervision and leadership by the superior.

Compliance with the Code will be considered in the evaluation of each individual’s overall performance.

### **Prohibition Against Retaliation**

If a worksite employee or applicant believes that he or she has been retaliated against for disclosing information regarding misconduct under the Code, he/she should file a written complaint with any company manager, any company officer, or a TriNet HR Representative. It is company policy to encourage worksite employees to come forward with any safety, ethical, or legal concerns. Retaliation against those who bring forward these types of related concerns or complaints will not be tolerated.

### **Additional Workplace Policies**

#### **Endorsements and Solicitations**

To avoid disruption of operations, worksite employees may not solicit or distribute material for any cause or purpose during their working time (which does not include rest periods, meal periods, or any other times when worksite employees are properly not engaged in performing their work tasks) or during the working time of the worksite employee being solicited or receiving the material. No worksite employee should imply endorsement by the company for a particular product or service without proper

authorization.

## **Electronic Communications**

Worksite employees whose companies have their own electronic communications policies are not covered by this policy.

As we become increasingly dependent on technology to conduct business, worksite employees typically have access to one or more forms of electronic media and service (computer, email, instant messaging, telephones, cellular phones, PDAs, voicemail, fax, online services, Intranets, and the World Wide Web). This policy extends to all features of the company's electronic communications systems, including computers, e-mail, instant messaging, connections to the Internet and Web, and other external/internal networks, voicemail, video conferencing, facsimiles, and telephones (collectively defined as electronic resources). Any other form of electronic communication used by worksite employees currently or in the future is also intended to be included under this policy.

All information created, sent, received, or stored on the company's electronic resources is company property. Such information is not the private property of any worksite employee and worksite employees should have no expectation of privacy in the use or contents of the company's electronic resources. Passwords do not confer any right of privacy upon any worksite employee of the company. Worksite employees should understand that the company may monitor the usage of its electronic resources and may access, review, and disclose information stored on its electronic resources, including messages, personal e-mail communications sent and received on the employer's computers but using private e-mail accounts, and other data, at any time, with or without advance notice to the user or the user's consent. In order to ensure that the usage of such company-provided materials remains ethical and lawful, worksite employees must abide by the following guidelines:

- All business equipment, electronic and telephone communications systems, and all communications and stored information transmitted, received, or contained in the company's electronic resources are the company's property and are to be used for job-related purposes. Worksite employees may engage in personal use of such systems and equipment during nonworking time, provided that such use does not violate company policies included in this handbook and does not interfere with any worksite employee's performance of job duties.
- To prevent computer viruses from being transmitted through the system, worksite employees are not authorized to download any software from the internet onto their computer or any drive in that computer.
- Use of portable drives to download company information for any purpose other than company business is prohibited without the advance written approval by the company's management.
- The company may monitor use of any systems and equipment.
- The worksite employee in whose name an account is issued by the company is responsible for its proper use at all times.
- The company assumes no liability for loss, damage, disclosure, or misuse of any non-company data or communications transmitted or stored on the company's electronic resources.
- Worksite employees may not, without authorization, transmit, retrieve, or store confidential company information, as defined in this handbook, on their personal email systems.
- Unless otherwise allowed by law, confidential company information, whether in electronic or hard-copy form, may only be accessed and used by worksite employees as required to perform job duties.

## **Use of Cell Phones and PDAs**

Worksite employees whose companies have their own electronic communications policies are not covered by this policy.

Although cell phones and Personal Digital Assistants (PDAs) have become a valuable tool in



managing our professional and personal lives, they can raise a number of issues involving safety, security, and privacy. Worksite employees should confine personal use of cell phones and PDAs to nonworking time, such as lunch breaks or other rest period breaks. Worksite employees should be courteous of their coworkers and keep ring tones on vibrate or low while at work.

The company requires the safe use of cell phones and PDAs by worksite employees who use them to conduct company business. Worksite employees are required to obey all applicable state and local laws regarding cell phone use while driving. In any case where the state or local law is more restrictive than this policy, the law will govern the worksite employee's behavior.

Worksite employees who use handheld cell phones while on company business must refrain from making or receiving business calls while driving. If a worksite employee needs to make or receive a business phone call while driving, the worksite employee should make sure the vehicle is stopped and parked in a proper parking area for the call. Stopping on the side of the road to make a call is not acceptable, except in the case of a traffic accident or car breakdown.

Worksite employees who use hands-free telephones are strongly discouraged from making calls while driving. Worksite employees may make business calls while driving only when absolutely necessary, and only if the conversation will last no more than a few minutes. Worksite employees must stop the vehicle and park in a proper parking area if the conversation becomes involved, traffic is heavy, or road conditions are poor. Under no circumstances may worksite employees manually dial a number while their vehicle is in motion.

Worksite employees may not use a cellular telephone or PDA to send, receive, or review text messages, email, or information over the Internet while driving.

Finally, non-exempt worksite employees must not use cell phones or PDAs for work outside of regularly scheduled hours unless they have been pre-approved to do so by their manager.

### **Confidential Information**

As a worksite employee, you may learn information that is not known by the general public. You may have access to confidential or proprietary information regarding the company, its vendors, its customers, or perhaps even fellow worksite employees. Confidential or proprietary information includes, but is not limited to business plans, strategies, budgets, projections, forecasts, financial and operating information, business contracts, databases, financial and account numbers, HIPAA protected medical information, customer and vendor information, advertising and marketing plans, proposals, training materials and methods, and other information not available to the public.

Confidential Information does not include information lawfully acquired by non-management worksite employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this handbook prohibits an worksite employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the worksite employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority. To the extent a worksite employee discloses any Confidential Information in connection with communicating with a governmental authority, the worksite employee will honor the other confidentiality obligations in this handbook and will only share such Confidential Information with his or her attorney, or with the government agency or entity. Nothing in this handbook shall be construed to permit or condone unlawful conduct, including but not limited to the theft or misappropriation of Company property, trade secrets or information.

Regardless of whether information is specifically marked as confidential, it is each worksite employee's responsibility to keep Confidential Information in confidence (except as otherwise allowed, if at all, by applicable law). You must not use, reveal, or divulge any such information unless it is necessary for you to do so in the performance of your duties (or except as otherwise allowed, if at all, by applicable law).

An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that – (A) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret, except pursuant to court order.

Generally, access to Confidential Information should be granted/provided/given on a “need-to-know” basis and must be authorized by your manager.

Some worksite employees who have access to confidential, sensitive, or proprietary information about the company or its customers, services and/or processes, may also need to sign a Proprietary Information and Inventions Agreement (PIIA) as a condition of employment. If you improperly use or disclose any of the company's confidential or proprietary information, you will be subject to disciplinary action, up to and including termination of employment, regardless of whether or not you receive any benefit from the use or disclosure.

If you have a question regarding whether or not the information you seek to communicate is considered Confidential Information, speak to your manager.

### **Employment and Income Verification Requests, References, and Other Requests by Third Parties for Company Information**

All inquiries for income or employment verification received by the company or TriNet from an outside party regarding a present or former worksite employee must be directed to The Work Number®, a service provided by TALX Corporation. Please access The Work Number® at [www.theworknumber.com](http://www.theworknumber.com) or 1.800.367.5690 and furnish the verifier with the TriNet Employer Code: 13096. Instructions for worksite employee-related requests are available on the TriNet platform by navigating to *login.trinet.com*.

TriNet will process Garnishment and Benefits inquiries. Verifiers requesting this information should be directed to the TriNet Bradenton mailing address: 9000 Town Center Pkwy Bradenton, Florida 34202, for processing. TriNet will continue to process and manage those requests in the applicable departments.

No other manager or worksite employee is authorized to release references for current or former worksite employees on behalf of the company. The company will disclose only the dates of employment and title of the last position held in response to reference or employment verification requests. If a worksite employee authorizes disclosure in writing, the company will also provide the amount of salary or wage last earned.

Also, you may be approached for interviews or comments by the news media, analysts and/or customers/vendors on events and issues that impact the company. Only specifically designated worksite employees may provide responses on behalf of the company. If you are unsure who should respond to a request for a statement by a company representative, contact your manager immediately.

## **Company-Furnished Equipment or Materials**

You are responsible for taking good care of the equipment or materials furnished to you by the company, which remain company property and should only be used for legitimate company business. All items such as manuals, reports, records and statements are the property of the company and are to be kept at the company's place of business, unless removal has been properly authorized. Unauthorized removal of any company property (or that of another worksite employee) is considered a grave offense, and may result in serious consequences, regardless of seniority or past performance.

Worksite employees must return any company equipment, materials or Confidential Information in their possession upon termination of employment or immediately upon any request by the company.

## **Personal Property**

We try to ensure your workplace is secure, but we cannot be responsible for your personal belongings. You're responsible for preventing theft, loss, or damage to your personal items, and for that reason we ask that you store and use them safely and securely.

In connection with an investigation into alleged violations of company rules, the company reserves the right to search company property such as desks, cabinets, or other storage areas and inspect items found inside such areas for missing property or for items such as drugs, alcohol, prohibited weapons or other contraband. Worksite employees should have no expectation of privacy in company desks, cabinets or other storage areas. The company reserves the right to remove, retain, and disclose the contents found during an inspection. Only locks and keys issued by the company may be used for securing company provided desks and other storage devices. The company also reserves the right to inspect any and all packages and parcels entering and/or leaving our premises.

## **Travel Authorization**

Any travel on company business must first be authorized by your manager, who can answer questions regarding the company's travel policies. When using your personal, company, or a rented vehicle on company business, you must have in your possession a valid driver's license and you must have obtained liability insurance covering both bodily injury and property damage. The company's specific mileage allowance and reimbursement schedule will determine reimbursement for travel expenses.

## Chapter Three: General Employment Policies and Information

### Equal Employment Opportunity and Diversity

We are committed to equal-employment principles, and we recognize the value of committed worksite employees who feel they are being treated in an equitable and professional manner. We strive to find ways to attract, develop and retain the talent needed to meet business objectives, and to recruit and employ highly qualified individuals representing the diverse communities in which we live.

Employment policies and decisions on employment and promotion are based on merit, qualifications, performance, and business needs. The decisions and criteria governing the employment relationship with all worksite employees are made in a non-discriminatory manner—without regard to age, race, color, national origin, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, religion, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor (including medical marijuana cardholder status for Arizona applicants and worksite employees) determined to be an unlawful basis for such decisions by federal, state, or local statutes.

No legally protected characteristic will be a factor in decisions regarding any of the following:

- Recruiting
- Hiring
- Termination of employment
- Discipline
- Promotion/demotion
- Training
- Compensation and Benefits
- Scheduling
- Assignments, or
- Any other terms or conditions or privileges of employment.

Moreover, in accordance with federal and applicable state law, the company will make reasonable accommodations whenever necessary for individuals with known disabilities, provided that such individuals are qualified to perform the essential functions and assignments of the job, with or without accommodation, and provided that any accommodations would not impose an undue hardship on the company. The company wishes to have timely, good faith discussions with a disabled applicant or worksite employee to determine what accommodations may be appropriate. Any applicant or worksite employee who requires an accommodation during the application process or in order to perform the essential functions of the job should contact a company manager, a company officer or a TriNet HR Representative to request such an accommodation.

If you have any reason to believe that you (or someone else) haven't been treated in accordance with this policy, you should immediately inform your manager, any other company manager or officer, TriNet HR Representative or the TriNet Solution Center. All managers should immediately report any such matters to a TriNet HR Representative.

### Open Door Policy

We have an open-door policy that seeks to encourage worksite employees to participate in decisions affecting them and their daily professional responsibilities. We encourage you to make your concerns, questions, suggestions, and comments known to us. Whether you have a question about any of our policies or programs, or a concern about a decision affecting your job, you can make yourself heard so

that your question or concern may be addressed—and appropriate steps can be taken toward a resolution.

## Employment Categories

To address payroll, benefits, and other issues, worksite employees are classified in various ways. None of the classifications alter the at-will employment policy, as nothing in this handbook (including this policy) alters the at-will policy.

### General Categories

You will be assigned to one of the following four categories at any given time. These employment categories, which relate to the regular extent of your commitment, are as follows:

- **Regular full-time worksite employees** are regularly scheduled to work 30 hours or more per week; are eligible for perquisites like paid time off/vacation (as applicable); and are eligible to elect coverage under the TriNet Benefits Plan (this applies to worksite employees only if their customer company has contracted with TriNet to participate in the TriNet Benefits Plan). Refer to the Guidebook via the TriNet platform for further details, and visit [login.trinet.com](http://login.trinet.com) for additional information on company-specific policies.
- **Regular part-time worksite employees** are regularly scheduled to work at least 20, but less than 30, hours per week; may be eligible for some perquisites, like paid time off/vacation (as applicable), on a pro-rated basis; are not eligible to apply for coverage under the TriNet Benefit Plans, unless legally required but may be eligible to apply for certain voluntary benefits, as detailed in Chapter 6 of this handbook.
- **On-call or intermittent worksite employees** do not typically work specified schedules or regularly work less than 20 hours per week; are not eligible for paid time off/vacation; are not eligible to apply for coverage under the TriNet Benefit Plans; but may be eligible to apply for certain voluntary benefits, as detailed in Chapter 6 of this handbook.
- **Temporary worksite employees** are hired only for a specific period of time, project, or assignment, either on a full-time or part-time schedule; are not eligible for paid time off/vacation; are not eligible to apply for coverage under the TriNet Benefits Plan; may be eligible to apply for certain voluntary benefits; are entitled (as are all worksite employees in the above categories) to applicable mandatory benefits such as overtime, workers compensation, unemployment insurance, state disability insurance, Social Security benefits, and other such benefits outlined in Chapter 7 of this handbook. Temporary worksite employees asked to work beyond the specified period, project, or assignment retains their temporary status unless a category change is authorized, in writing, by the appropriate manager.

No one who is not recognized by TriNet as a worksite employee is entitled to any TriNet benefits or employment perquisites.

If you have questions about your status, please consult your manager.

### Exempt and Non-Exempt Status

In addition to being classified in accordance with the above, you will also be classified as exempt or non-exempt. Exempt/non-exempt status corresponds to your eligibility for overtime pay and certain other legal rights. This status is determined based on applicable law and such factors as the nature of your work, your duties and responsibilities, and your level and form of compensation.

**Non-exempt worksite employees** are typically paid by the hour for each hour they work in a pay period and always receive overtime pay in accordance with the applicable overtime rules. For overtime rules applicable to you, please contact your manager.

**Exempt worksite employees** are classified as such if they are not entitled to overtime under the federal (or, if applicable state) wage and hour laws. Worksite employees in positions classified as Exempt are generally paid a salary intended to compensate fully for all hours worked each week; are

not compensated based on the number of hours worked and do not receive overtime pay.

### **Access to Personnel Records**

Both TriNet and its customer companies maintain certain, but not necessarily the same, records for worksite employees. Most worksite employee information may be accessed only by appropriately authorized employer personnel. In addition, access to these records may be granted to government agencies in accordance with the law, and to other third parties by way of legal subpoena or court order.

Requests by current and former worksite employees to access TriNet records should be made to the TriNet Solution Center. Worksite employees may access or receive copies of additional worksite employee records in a personnel file as required by state law.

Requests by current and former worksite employees to access a TriNet customer company's records should be made to the customer company.

### **Dress Code**

While at work or engaged in work-related activities, you must maintain a clean, neat appearance when reasonably possible, and your attire should be consistent with the type of work you are performing and with safety considerations.

If you have further questions about your expected attire or grooming and hygiene standards, please discuss these questions with your manager.

### **Tobacco Policy**

Worksite employees whose companies have their own tobacco policies are not covered by this policy.

In order to offer our worksite employees a comfortable environment in which to work, tobacco use is prohibited in all areas of the workplace. This includes all office areas, rest rooms, and other common areas.

### **Ending Your Employment**

If you choose to leave your employment, we ask that you do so in writing and indicate your reason for leaving, the effective date of your resignation, and a forwarding address. The company would appreciate as much advance notice as possible, so that plans can be made for your replacement or reassignment of your duties. If you quit without notice, we will send your final paycheck to the most recent address we have in our records, unless you have directed us otherwise.

To ensure TriNet has your current address, simply log into *login.trinet.com*. This will take you to an area where you can access and update your information.

The TriNet platform will still be available to access information you may need after termination of employment. Your log in and password information will remain the same unless you change it.



## Chapter Four: Pay, Hours, and Leaves

### Your Compensation

Competitive pay is a key ingredient in attracting, retaining, and rewarding excellence. It's our goal to provide you with fair and equitable compensation for the job you perform. Some of the factors affecting your pay include your job responsibilities, the needs and resources of the company, market standards, and your overall performance and conduct. We encourage you to consult your manager to address questions on specific pay policies.

### Direct Deposit

You can elect to have TriNet automatically deposit your paycheck to an account in almost any bank. If you like, you can even designate up to five different accounts to which specified portions of your paycheck will be directly deposited.

Under the direct deposit program, TriNet transfers funds electronically, effective the same day as your regular payday. The service becomes effective following a test period with your bank, which is usually one or two pay periods after TriNet receives the information necessary to process your direct deposit election. This is not applicable to TriNet.

You can set up and maintain your direct deposit accounts via [login.trinet.com](http://login.trinet.com). In addition, you can establish or change your tax withholdings for both federal and state income taxes.

If you choose to use TriNet direct deposit services, please be aware that although direct deposits are credited to your account on your established payday, the deposit may not be available until your bank posts the transactions for that day (usually not until the evening of the effective date). If this poses a problem for you, contact your banking institution, as this matter is not under the control of TriNet.

### Payday and Paychecks

Technology allows you to receive pay and payday information without delay. If you don't elect to receive direct deposit of your paycheck, or your company uses printed pay statements, you will usually receive your paycheck or pay statement by mail within a week of the end of the corresponding pay period. Visit [login.trinet.com](http://login.trinet.com) for specific information on pay cycle schedules.

If you suspect an error in your paycheck, or if you happen to lose it, contact your manager or the TriNet Solution Center immediately. For lost checks, we will initiate a stop payment on the check and obtain a replacement as quickly as possible after bank authorization.

As a rule, we don't provide any payroll advances or extend credit to worksite employees.

### Payroll Deductions

TriNet categorizes payroll deductions as either voluntary or involuntary. Voluntary deductions are deductions taken if you enroll or are enrolled by default in any of the following programs or services, assuming you are eligible:

- TriNet health insurance (medical, dental, vision)
- TriNet health care or dependent day care flexible spending account (FSA)
- TriNet health savings account (HSA)
- TriNet basic/supplemental life insurance
- TriNet short-term/long-term disability insurance
- TriNet accidental death and dismemberment insurance



- TriNet retirement plan or a single-employer retirement plan sponsored by your company
- Commuter benefits
- MetLife benefits
- Other TriNet benefits or services

Your first paycheck after TriNet receives and processes your TriNet benefits enrollment may reflect retroactive deductions for plans in which you enrolled that became effective on your benefits eligibility date.

If you are a worksite employee and participate in a medical plan and, as applicable, a health savings account (HSA) sponsored by your company and not by TriNet, you will not be eligible to participate in a medical plan or HSA sponsored by TriNet. In such case, you understand that your company may request that TriNet take deductions from your pay for the medical premiums and, if applicable, HSA contributions associated with the medical plan/HSA sponsored by your company in which you participate. These deductions will appear on your pay stub as a general deduction amount and will be reported accordingly on your Form W -2.

Involuntary deductions are those mandated by a government agency, or by any court orders, liens, or wage assignments that the law may require us to recognize. Examples of mandatory deductions that we take until the required amount is reached include:

- Federal Income Tax Withholding
- Social Security (FICA)
- State Disability Insurance (SDI) (as applicable)
- Medicare
- Local taxes (as applicable)
- Child support (as applicable)
- Garnishments (as applicable)

Your pay statement provides you with current pay period and year-to-date information on any payroll deductions from your paycheck. For additional information to help you understand your paycheck, including abbreviations used to describe the deductions and other items appearing on your pay statement, visit [login.trinet.com](http://login.trinet.com).

## Hours and Time-Keeping

Your regularly scheduled hours (as applicable) will be determined by your manager.

If you are a non-exempt worksite employee, you must not work outside of your regularly scheduled hours unless you have been pre-approved to do so by your manager. Failure to obtain such pre-approval may result in disciplinary action, up to and including termination of employment.

It is the responsibility of each non-exempt worksite employee to accurately record, on a daily basis, his or her work time. Therefore, if you are a non-exempt worksite employee and work outside of your regularly scheduled hours, regardless of whether or not you obtain your manager's pre-approval for such work, **you must record all of your work time**. For example, if you use a PDA (such as a Blackberry), a cell phone, email or the internet for business purposes while at home either before or after your regularly scheduled hours, you must include the time you spend engaged in such work when you record your work time.

Unless otherwise instructed in writing, non-exempt worksite employees are generally required to record the times when they actually start and stop work during each work day. For example, they must record:

- The time when they actually start work for the first time during a work day;
- The time when they actually stop work for a meal period, if applicable;
- The time when their meal period ends (i.e., when they actually resume working), if applicable; and
- The time when they actually stop working at the end of their work day.

Any other stops and starts must also be recorded, with the exception of those related to paid rest periods. The start and stop times associated with paid rest periods need not be recorded unless otherwise instructed in writing.

If you are a non-exempt worksite employee your manager will inform you of the time-keeping system you are to use to record your time. You cannot record time for anyone but yourself.

If there is an error in the recording of your time, you must contact your manager immediately so that it can be corrected. Managers (or their designees) are responsible for addressing any errors in time records and may not edit any time records without the express written consent of the worksite employee whose records are to be edited.

Any falsification of time records or misuse of a time-keeping system is strictly prohibited. Violations of this policy may result in corrective action, up to and including termination of employment.

### **Meal and Rest Breaks**

Whether breaks for meals or rest need to be provided and, if so, for how long, are matters that are legally controlled, if at all, by state standards. If you are a non-exempt worksite employee, please contact your company for information about its meal and rest period policies and/or practices.

### **Overtime and Overtime Pay**

Non-exempt worksite employees are eligible to receive overtime pay for overtime work. What constitutes overtime work depends on where you work, as there is a federal standard but also some state standards that go beyond the federal standard. Please ask your manager for information about what constitutes overtime for you.

If you are a non-exempt worksite employee, you must not work overtime unless you have been pre-approved to do so by your manager. Failure to obtain such pre-approval may result in disciplinary action, up to and including termination of employment. However, overtime worked and recorded as such will always be paid at the appropriate overtime rate.

Please note that if you are a non-exempt worksite employee, you may not check email, voice messages, or other company communication systems (whether via a computer, handheld device, or other method) after hours if such activity would result in overtime and you have not received advance approval from your manager to perform such overtime work.

Overtime should be recorded at the end of the day on which you actually worked the overtime. Overtime is not paid at your regular rate of pay. The applicable overtime rate may depend on whether federal or state standards apply. Please ask your manager for information regarding your overtime rate.

### **Compensatory Time Off**

We do not provide compensatory time off (comp time) instead of overtime pay.

### **Attendance & Tardiness, Paid and Unpaid Time off (Excluding Leaves of Absence)**

#### **Attendance**

Your personal schedule should be arranged, if reasonably possible, to accommodate established working hours. If you expect to be absent or tardy, you must notify your manager as far ahead of time as possible and no later than the start of the work day or shift for which you will be absent or tardy, unless impossible. If you fail to report for work for three consecutive scheduled work days without notifying your manager, you will be considered to have abandoned your job and voluntarily resigned.

your employment without notice. In addition to the foregoing, you also need to comply with any separate attendance policies that apply to you.

### **Time Off with Pay**

Visit [login.trinet.com](http://login.trinet.com) for your company's current policy regarding time off with pay.

### **Voting Time**

We encourage all worksite employees to take part in the electoral process. In most cases, you can vote before or after working hours. If scheduling difficulties makes this impractical, you may be able to take time off with prior approval from your manager. Applicable legal requirements will be followed.

### **Time Off for Jury and Witness Duty**

If you're legally obliged to serve jury or witness duty as requested by a court, inform your manager of your obligation as soon as you're notified. Depending on your company policy, time off for jury or witness duty may be with or without pay. For details on pay, please see [login.trinet.com](http://login.trinet.com). Based on business necessity, your manager may choose to ask the court to have you excused. If you're away from work because of jury or witness duty, you'll need to present evidence of such duty to your company when you return—be sure to obtain documentation from the court. Applicable legal requirements will be followed.

### **State Mandated Time Off**

Many states provide for additional paid and unpaid time off. Please consult your company's Addendum or contact your TriNet HR Representative.

## **Leaves of Absence**

### **Generally**

Worksite employees who need to be absent from work for seven or more calendar days, for reasons other than PTO or vacation, may request a Leave of Absence. Generally, leaves of absence are granted without pay, but a worksite employee may use vacation, sick leave, or PTO, as appropriate, to substitute for otherwise unpaid leave. Leaves may be granted for a variety of reasons, including (without limitation): your medical disability, a serious health condition of you or a qualifying family member, pregnancy, bonding with a newborn child, military leave, or personal leaves your company deems compelling.

To request a leave of absence, you need to complete the two-page Extended Leave of Absence Request form, available for download on [login.trinet.com](http://login.trinet.com). You complete the first two pages, and your manager completes the third page. Your manager will then submit the form on your behalf.

Your TriNet health insurance benefits and arrangements for your portion, if any, of premium payments may be affected by your leave of absence. Please contact your worksite employer about making payments for any insurance premiums for which you would normally be responsible, if any. This is especially important where your leave is unpaid. Additional instructions and information may be provided separately depending on the nature of your leave.

### **If your TriNet health benefits are terminated and you elect COBRA**

Should your regular TriNet health insurance benefits be terminated as a result of your leave, you will be eligible to continue these benefits pursuant to COBRA. A separate COBRA enrollment package will be sent to your home address following any such loss of coverage. Your health insurance benefits will be continued pursuant to COBRA should you properly elect, and continue to remain eligible for, COBRA continuation coverage. Nothing in this package is a guarantee of COBRA coverage, as you remain solely responsible for meeting certain eligibility requirements under COBRA in order to maintain COBRA coverage through TriNet.

With COBRA continuation coverage, unless you return to work on the first day of the month, your COBRA medical, dental and/or vision benefits will continue to the end of the month during which you return to work and your regular TriNet health insurance benefits will resume on the 1st of the month following the date you return to work. You will be responsible for paying for that month's COBRA

continuation coverage on or before the last day of the grace period provided pursuant to COBRA.

If you did not elect COBRA for the month in which you returned to work, your benefits automatically will be reinstated effective your return to work date.

### **If your TriNet health benefits are terminated and you do not elect COBRA**

If your regular TriNet health insurance benefits are terminated as a result of your leave of absence and you do not elect to continue them pursuant to COBRA, your benefits automatically will be reinstated on your return to work date.

### **Life Status Changes**

During your period of leave, you may experience a qualifying life status change event that allows you to make changes to your TriNet benefits coverage. For example, you might have a baby and decide to add your newborn as a covered dependent. Depending on the nature of your benefits coverage at the time of your life status change, you would either make the change online via the TriNet platform or by contacting the TriNet Solution Center.

If, at the time of the life status change, you are still receiving regular, active TriNet benefits, the change can be made online via the TriNet platform under *login.trinet.com*. If, at the time of the life status change, you are receiving benefits because you have elected coverage through COBRA, the change can be made by contacting the TriNet Solution Center. In either event, you have 30 days (60 days for a birth, adoption, or SCHIP event) from the date of a life status change to request any corresponding changes.

### **Health Care FSA**

If you go on any unpaid leave of absence, you have three choices regarding your TriNet health care FSA:

- You can elect to stop contributing to your health care FSA. Expenses you incur after the start of your unpaid leave are not eligible for reimbursement. Upon your return to work, your health care FSA payroll contributions will resume if you return in the same plan year. Your remaining plan year payroll contributions will be adjusted to make up for the contributions you missed during your unpaid leave.
- While on leave you can continue after-tax contributions through COBRA by sending personal checks or money orders to TriNet. You may continue to incur eligible expenses during your unpaid leave. Your remaining Plan Year payroll contributions will be adjusted to account for your post-tax contributions.
- You can contribute through a lump sum pre-tax salary reduction payment before the unpaid leave commences, and continue to incur eligible expenses during your leave. This option is only available with an advance 30-day notice prior to the commencement of your leave date. Upon your return to work, your health care FSA payroll contributions will resume if you return in the same plan year. Your remaining plan year payroll contributions will be adjusted to account for your lump sum contribution.

### **Dependent Day Care FSA**

If you have elected the TriNet dependent day care FSA, you may not continue to claim reimbursements for the period during which you are on an unpaid leave. Upon your return from leave, you automatically will be re-enrolled in dependent day care FSA and resume making contributions in order to be eligible to receive reimbursements for future claims.

### **Retirement Plan**

If you receive pay while on your leave of absence, your retirement (e.g., 401(k)) plan payroll contributions will continue unless you notify the HR contact at your worksite to stop or change your payroll contribution. If you are on an unpaid leave of absence, your retirement plan payroll contributions will cease. Upon your return to work, your contributions will resume at the same rate unless you notify the HR contact at your worksite of any changes.

Absent extenuating circumstances, failure to return to work within three consecutive days after the expiration of an approved leave will be considered a voluntary resignation.

### **Military Duty**

If you join a branch of the Armed Forces of the United States or you are a member of a reserve component of the U.S. Armed Forces or the National Guard, you may be entitled to take a leave. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides enhanced leave rights and job protections for worksite employees absent for military duty. USERRA prohibits discrimination in employment and retaliation against any person who was, is, or applies to be a member of a uniformed service, or who performs or has an obligation to perform service in a uniformed service. A number of state laws also provide leave rights for worksite employees requiring time off for military duty. For further details concerning USERRA, or a similar state law, please consult your TriNet HR Representative.

### **Pregnancy Related Leave**

Certain states provide specific leave rights for pregnancy, childbirth, and related medical conditions. Please refer to the company's Additional Policies or contact the TriNet Solution Center for more information.

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

Companies employing 50 or more employees within a 75-mile radius may be covered by the FMLA. If the absence you have from work is for a serious health condition—either yours or a qualifying family member—you may be eligible for leave under the FMLA. The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. The FMLA also provides for up to 26 weeks of Servicemember Caregiver Leave as further described at the end of this section.

Worksite employees eligible for leave under FMLA are those who:

- Have completed at least 12 months of service with the company, and
- Have a minimum of 1,250 hours of service during the 12 month-period immediately preceding the commencement of the leave, and
- Are employed at a worksite that employs 50 or more worksite employees within 75 miles of the worksite.
- FMLA leave is available on a rolling 12-month time period, measured backward from the date you begin FMLA leave unless your company designates another specific 12-month period.

**Qualifying Reasons.** If you're eligible, you can take unpaid FMLA leave:

- To care for your child after birth
- To care for a child placed with you for adoption or foster care
- To care for your spouse, including a same-sex spouse domestic partner, child, or parent who has a serious health condition
- When a serious health condition leaves you unable to perform one or more of the essential functions of your position
- Because of a qualifying exigency as determined by the U.S. Secretary of Labor, arising out of the fact that your spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty) requiring deployment to a foreign country in the Armed Forces. In addition, you may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
- To care for a covered servicemember with a serious injury or illness if you are the spouse, son, daughter, parent or next of kin of the servicemember (Servicemember Caregiver Leave).



**Wage Replacement and Additional Benefits.** When taking unpaid leave through FMLA, you should determine if you may be eligible to use or receive the following wage replacement benefits:

- **PTO** is paid time off that may be available, and which your company may require you to use before taking unpaid leave under certain circumstances.
- **Vacation and/or sick time** is paid time off that may be available if your company offers it instead of a combined PTO benefit, and which your company may require you to use before taking unpaid leave under certain circumstances.
- **STD** is short-term disability insurance that may cover you for certain kinds of illnesses or accidents, if your company pays for TriNet STD or you have elected TriNet voluntary, worksite employee-paid STD benefit. In addition, some states provide short-term disability benefits (SDI). SDI is state disability insurance that may require you to first use earned, or accrued, time off before SDI is available. To determine if the state in which you work offers SDI, consult your manager or TriNet HR Representative.
- **LTD** is long-term disability insurance that may cover you for certain kinds of illnesses or accidents—after you have exhausted the benefits of your STD/SDI coverage—if your company pays for TriNet LTD or you have elected TriNet voluntary, worksite employee-paid LTD benefit.
- **Workers' compensation insurance** may provide benefits for work-related injuries or illnesses.
- **State-paid family leave Insurance** may provide benefits when you are caring for a qualified family member with a serious health condition or bonding with a newborn child or newly placed foster child or adopted child. To determine if the state in which you work offers paid family leave benefits, consult your manager or TriNet HR Representative.

**Tracking and Integration.** A leave is deemed to begin on the first day you are unable to work, even if you use PTO, vacation, or sick time during the waiting period for STD, SDI, or LTD. Also, if you use PTO/vacation/sick leave and you receive other wage replacement benefits, we will integrate your PTO/vacation/sick leave with your other wage replacement benefits so you will receive up to, but not more than 100% of your pay.

**Intermittent and Reduced-Schedule Leave.** FMLA leave may be taken either intermittently or on a reduced-schedule leave if the leave is taken for a qualifying exigency or if you have a serious health condition, are caring for a family member with a serious health condition, or are taking Servicemember Caregiver Leave.

- **Intermittent** leave is leave taken in separate blocks of time due to a single qualifying reason, illness or injury.
- **Reduced-schedule** leave is a schedule that reduces the usual number of working hours in your workday or workweek. The amount of leave time taken on this basis will reduce the total amount to which you are entitled based on the amount of time off you actually use.

When FMLA is unpaid, because there is no paid leave available or you have chosen not to substitute paid leave, the company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced-schedule leave, the company may temporarily transfer you to an available alternative position that better accommodates your recurring leave and which has equivalent pay and benefits.

**Applying for FMLA Leave.** If your need for family medical leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of yours or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember, you must give the company at least 30 days' prior notice if possible. We request that you provide notice by completing the Extended Leave of Absence Request form, available on [login.trinet.com](http://login.trinet.com). Complete all required fields and submit the form to your manager or your Company's HR representative. If the need is not foreseeable, you must give notice as soon as practicable (generally within the same or next business day of learning of your need to take leave).

- For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.
- If you are planning a medical treatment, you must consult with your company first regarding the dates of such treatment.
- If you are requesting leave because of your own serious health condition, or that of a child, spouse or parent, or for Servicemember Caregiver Leave, you must submit a written medical certification signed by your health care provider. An appropriate certification form will be provided by TriNet as warranted. Invitational travel orders (ITOs) or invitational travel authorizations (ITAs) will be accepted as sufficient certification for a Servicemember Caregiver leave. Worksite employees who take leave for a qualifying exigency must also provide a written certification to support the need for leave. You must provide any required certification within 15 calendar days after requested to do so, unless not practicable under the particular circumstances, despite your diligent, good faith efforts. Failure to provide medical certification in a timely manner may be grounds for a delay or denial of leave.
- You may be requested to provide recertification of a serious health condition at reasonable intervals, but no more than every 30 days and generally not before the minimum duration of the serious health condition indicated in the original certification. During an absence because of your own serious health condition, you must report to your manager at least every 2 weeks on your status and prospects for return to work.
- If the leave was for your serious health condition, you will be required to submit a doctor's release when you return to work.

**Job Benefits and Protection.** During a qualifying FMLA leave, TriNet continues to make available your regular TriNet group health benefits at the same level and under the same conditions as before the FMLA leave, provided your share and the company's share of the premiums are paid. However, if you elect not to return to work for at least 30 calendar days at the end of the leave period, you may be required to reimburse the company for the cost of the TriNet health benefit premiums paid by the company so that TriNet could maintain your regular health benefits during your qualifying FMLA leave, unless you cannot return to work because of a serious health condition of you or your covered family member, or because of other circumstances beyond your control. Accrual of PTO/vacation/sick leave and holiday pay will be suspended during any unpaid portion of your FMLA leave, and will resume upon your active return to employment. The use of FMLA leave will not result in the loss of any employment benefit that was earned before the start of the leave. When returning from FMLA leave, you will be restored to your original or an equivalent position with equivalent pay, benefits, and other employment terms, unless you would not otherwise have been employed at the time reinstatement is requested, you fail to provide a written release from your health care provider (if required), or another exception applies.

If a worksite employee is laid off during an FMLA leave, his or her employment will be terminated and the company's responsibility to continue leave, the responsibility of TriNet to maintain group health benefits, and the company's responsibility to reinstate the worksite employee will cease at the time of the layoff.

**Exception for Highly Compensated Employees:** Highly compensated employees (i.e., exempt worksite employees who are among the highest paid 10% of both exempt and non-exempt worksite employees at a worksite or within 75 miles of that worksite) will not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial and grievous economic injury to the company. This fact-specific determination will be made by the company on a case-by-case basis. When you request FMLA leave, the company will notify you if you qualify as a highly-compensated employee.



## Definitions

**Serious Health Condition means** an illness, injury, impairment, or physical or mental condition that involves either:

1. Inpatient care (requiring an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or any subsequent treatment in connection with such inpatient care;
2. Continuing treatment by a health care provider that includes one or more of the following:
  - a. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (i) treatment two or more times within 30 days of the first day of incapacity (unless extenuating circumstances exist), by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or (ii) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
  - b. Any period of incapacity or treatment for incapacity due to a chronic serious health condition which: (i) requires periodic visits (at least twice a year) for treatment by a health care provider or by a nurse under direct supervision of a health care provider; (ii) continues over an extended period of time (including recurring episodes of a single underlying condition);
  - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
  - d. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke, or the terminal stages of a disease. The worksite employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
  - e. Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for (i) restorative surgery after an accident or other injury or (ii) a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment.

Leave taken because of a work-related illness or injury is covered by this policy, and will be counted in determining whether you have exhausted your entitlement for the relevant 12-month period under the FMLA.

- **Qualifying Exigency Resulting From Covered Duty** means one or more of the following: (a) to spend up to seven calendar days to address issues that arise from short-notice deployment (seven or less calendar days); (b) to attend military events and other activities sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to a military member's covered active duty or call to covered active duty status; (c) to engage in certain childcare and school activities, including to arrange for alternative childcare, to provide for childcare on an urgent basis, to enroll a child in or transfer a child to a new school or day care facility, and to attend meetings with staff at a school or daycare facility; (d) to make or update financial or legal arrangements, or to act as the military member's representative before a federal, state, or local agency for the purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for a period of 90 days following the termination of such status; (e) to attend counseling needed due to the covered active duty or call to covered active duty status of a military member; (f) to spend up to fifteen days with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment; (g) to attend official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the military member's covered active duty status or to address issues that arise from the death of a military member while on covered active duty status; (h) to address other events which arise out of the military member's covered active duty or call to covered

active duty status provided that the employer and worksite employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave; and (i) to care for a parent of the servicemember's spouse, parent, or child, who is incapable of self-care when the care is necessitated by the servicemember's covered active duty.

**Servicemember Caregiver Leave.** FMLA entitles eligible worksite employees to take leave to care for a covered servicemember with a serious injury or illness. You must be the spouse, son, daughter, parent, or next of kin of the servicemember.

**Covered servicemember** means:

1. A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. A covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes such medical treatment, recuperation or therapy. There are different time rules depending on whether the veteran was discharged prior to March 8, 2013. The veteran at issue must have been discharged or released under conditions other than dishonorable.

**Outpatient status for a covered servicemember** means the status of a member of the Armed Forces assigned to:

- A military medical treatment facility as an outpatient, or
- A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

**Serious injury or illness of a servicemember means:**

1. In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the covered servicemember in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank or rating; and
2. In the case of a covered veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the 5-year period described above, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and as further described in the regulations.

Veteran means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

An eligible worksite employee may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember, beginning on the first day the worksite employee takes leave to care for the servicemember and ending 12 months after that date. If a worksite employee does not take all of the 26 workweeks of leave entitlement to care for a covered servicemember during this single 12-month period, the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. During such 12-month period, worksite employees may also take leave for other qualifying reasons under the FMLA. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. Servicemember Caregiver Leave runs concurrent with other leave entitlements provided under federal and state law.

The Servicemember Caregiver Leave entitlement is to be applied on a per-covered-servicemember,

per- injury basis such that a worksite employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

If both spouses are employed by the company and request leave because of the birth, adoption or placement of a child (bonding purposes), they may only take a combined total of 12 weeks of leave for such reasons during any 12-month period. In addition, if both spouses are employed by the company and take Servicemember Caregiver leave, the amount of Servicemember Caregiver Leave taken in combination with any leave taken for bonding purposes may be limited to a combined total of 26 weeks during the single 12- month period in which the Servicemember Caregiver Leave is taken.

**Note:** In this situation, the worksite employees' combined total leave taken for bonding purposes will still be limited to 12 weeks.

### **Leave under State Military Leave Laws**

A growing number of states provide leave for family members of servicemembers. The entitlements for such leave differ from state to state. Please ask your TriNet HR Representative for details regarding your state.

### **Leaves To Accommodate Legally-Recognized Disability or Work-Related Injury**

Leave may be available, if necessary, to reasonably accommodate worksite employees with a workplace injury or a disability under state or federal law. Such leaves are generally unpaid and availability is dependent on the circumstances of each particular case. Please contact your manager or TriNet HR Representative for specific details regarding eligibility, requirements, and reinstatement rights for such leaves. In addition, please remember that all workplace or work-related injuries must be immediately reported to your manager.

### **Return to Work**

If you take any kind of leave for your own serious medical condition, you must provide your manager with a medical release from an attending physician immediately upon return to work.

### **Questions**

If you have any questions regarding any of the leaves referred to above, please contact your TriNet HR Representative.

## Chapter Five: Safety

All worksite employees have a stake in keeping the workplace safe, pleasant, and free of hazards of any kind. We rely on you to help make the company a friendly, secure place to work. As a worksite employee, you are subject not only to the policies set forth below, but also to any safety-related policies maintained by your company. Check *login.trinet.com* for any such policies.

### What to Do if You Sustain a Work-Related Injury

Report all injuries to your manager or supervisor immediately or as soon as possible. The manager should report the injury via the TriNet dedicated reporting line: 1.866.443.8489. TriNet representatives are available to take calls 24 hours a day, 7 days a week. If emergency medical attention is needed, please go to the nearest medical facility or dial 911. In any event, the injury still must be reported within 24 hours of the injury, so the claim can be reported to the TriNet workers' compensation carrier.

In the event of a death in the workplace, in addition to notifying your manager and TriNet, you must notify the Occupational Safety and Health Administration (OSHA) within eight hours of the fatal accident. OSHA toll-free: 800.321.6742.

### Workplace Security and Anti-Violence Policy

The company is committed to providing a violence-free workplace for its worksite employees. In keeping with this commitment, it has established an anti-violence policy that prohibits actual or threatened violence by worksite employees against co-workers or other persons and applies to both on-site and off-site conduct. The policy also is intended to promote workplace security by addressing situations in which outsiders enter the workplace and engage in violent acts or threaten worksite employees with violence. Although some kinds of violence result from societal issues that are beyond our control, the company believes that it can adopt some measures that will protect our worksite employees. Any worksite employee who commits or threatens any violent act against any person while on company premises or at work will be subject to immediate discharge.

Worksite employees are required to report any incident involving a threat of violence or act of violence immediately to their manager or to another manager or officer of the company. If you become aware of an imminent act of violence, a threat of imminent violence, or actual violence, immediately seek emergency assistance. In such situations, you should contact your manager and, when appropriate, contact the law enforcement authorities by dialing 911. If your manager is not readily available, you should immediately inform another manager in the company or TriNet so that appropriate action can be taken.

Similarly, if worksite employees become aware of any workplace security hazards or identify methods of increasing security in the workplace, they should report that information to their manager or another company manager or officer. Worksite employees may report any and all concerns without fear of retaliation of any kind. Moreover, worksite employees may make such reports anonymously.

### Drug-Free Workplace

We all have the responsibility to maintain a safe and efficient working environment. As such, these guidelines apply to all worksite employees; your company may have additional provisions or policies for which you are responsible, outlined at *login.trinet.com*.

Worksite employees who work while impaired by drugs or alcohol present a safety hazard to themselves and coworkers. As a responsible individual, you should report to work fit to perform the duties of your job. The presence of drugs and alcohol in the workplace limits our ability to provide high-quality service to our customers, and will not be tolerated. Any worksite employee who engages in the following conduct may be subject to discipline, up to and including termination of employment:

- Use, possession, sale, or solicitation of illegal drugs while on duty, on company premises, or company time;
- Unauthorized use or possession of alcohol while on duty, on company premises, or company time; or

- Reporting to work impaired by alcohol or illegal drugs.

The legal use of prescribed drugs or over-the-counter medications that do not impair a worksite employee's ability to perform the essential job functions effectively and do not endanger the worksite employee or other individuals in the workplace is permitted on the job. The misuse and/or abuse of prescription medications and/or over-the-counter medications is strictly prohibited.

We encourage worksite employees with alcohol or drug dependencies to take advantage of our free and confidential Worksite Employee Assistance Program (EAP), described in the Guidebook and on the TriNet platform. A worksite employee with a drug or alcohol problem may request approval to take unpaid time off to participate in a rehabilitation program. The time off will be granted if the absence will not impose an undue hardship on the company. However, the company may terminate the worksite employee's employment without providing an opportunity to participate in a rehabilitation program if the worksite employee's current use of alcohol or drugs prohibits the worksite employee from performing his or her duties or endangers his or her health or safety or the health or safety of others.

To help ensure a safe, drug-free workplace, the company has the right to inspect worksite employees while on duty or on company property, including their persons, desks, lockers, and/or personal property, to the extent permitted by applicable law. We also have the right to investigate any possible violations of this policy. If anyone refuses to cooperate with an investigation of this nature (which may include medical testing for alcohol or drug use) the company may choose to discipline the worksite employee. Withholding consent or failing to cooperate with any of these measures could subject the worksite employee to disciplinary procedures, up to and including termination of employment.

If a worksite employee is convicted of a drug-related charge which occurred in the workplace, TriNet must be notified within five days. After receiving notice of such a conviction, the company will take appropriate action, which could include disciplinary action, including termination of employment.

## Chapter Six: TriNet Benefits

### Applicability

This chapter applies only to benefits-eligible worksite employees whose company contracts with TriNet to participate in the TriNet Benefits Plan. Anyone not recognized by TriNet as an eligible worksite employee is ineligible for any TriNet benefits or employment prerequisites.

### Where to Go for More Information

Benefits can be a complex subject, and TriNet has written a detailed Guidebook to help you understand your benefit options. The Guidebook also serves as the Summary Plan Description (SPD) required by the Employee Retirement Income Security Act of 1974, as amended (ERISA). TriNet provides the Guidebook and the SPD to you in one integrated form in order to avoid the confusion that can be caused by separate documents. The Guidebook describes, among other things, eligibility for benefits under the TriNet

Benefits Plan. In addition, the insurance carriers' certificates of coverage—called Carrier Certificates—contain detailed descriptions of all TriNet benefits. Both the Guidebook and the Carrier Certificates are available for access anytime via *login.trinet.com*.

The My Benefits section of the TriNet platform includes the following helpful information:

- Ability to view your current TriNet benefits and enrolled dependents
- A quick link to FSA balances and transaction history
- Frequently asked questions
- Provider contact information
- Related forms
- Online enrollment for newly benefits-eligible employees (e.g., new hires)

**Important Disclaimer:** In the event there is a conflict between any of the information contained in any benefits guidance materials provided by TriNet (including but not limited to information contained in any TriNet website, the Benefits Confirmation Statement, any written or electronic pamphlets, letters, emails, text messages, and statements made by TriNet colleagues) and TriNet's Plan document, the Plan document will control. Also, if there is a conflict between the Carrier Certificate and either TriNet's Plan document, any TriNet Summary Plan Description, statements made by a TriNet colleague, or any other benefits guidance materials provided by TriNet (including but not limited to those described above), the Carrier Certificate will control.



## Chapter Seven: Benefits Required by Law

You are entitled to certain benefits under the law, regardless of your position, subject to meeting certain conditions. These mandated benefits include those described in this chapter (if applicable).

### State Disability Insurance

Some states (currently California, Hawaii, New Jersey, New York, and Rhode Island) and the Commonwealth of Puerto Rico provide a form of limited disability insurance. If you work in one of these areas, you may be eligible for limited disability insurance payments if you cannot work because of a sickness or injury not caused by your job (job-related conditions fall under workers' compensation). The terms and amount of disability coverage are subject to state laws and vary from state to state. Some states, such as California, require TriNet to make deductions from your paycheck to fund the disability insurance benefits program. To receive disability benefits, file a claim with the state disability insurance agency. For further information on filing procedures, please call the TriNet Solution Center.

### Workers' Compensation Insurance

As of your date of hire, you are covered by workers' compensation insurance. You may contact the TriNet Solution Center or your local Workers' Compensation Bureau for additional information. Please don't forget to immediately report to your manager all injuries sustained while working.

Please note that workers' compensation covers only work-related injuries and illnesses. You will not be eligible to receive workers' compensation benefits for injuries that might happen if you voluntarily participate in an off-duty recreational, social, or athletic activity that does not constitute a part of your work-related duties.

### Unemployment Insurance

If you become unemployed, you may be eligible for unemployment insurance, a weekly benefit while you are out of work. For information on filing a claim, please contact your manager, or your TriNet HR Representative.

### Social Security

You will see deductions on your paycheck for FICA, an acronym that stands for Federal Insurance Contributions Act, otherwise known as Social Security and Medicare. This deduction represents your contribution toward your Social Security benefit. In addition to supplemental retirement benefits, Social Security offers certain disability and/or Medicare coverage. Contact your nearest Social Security Administration office for further details.

### COBRA

If you or your covered dependents lose eligibility for regular, TriNet group medical, dental, vision benefits and/or healthcare FSA, you may be eligible to continue your coverage under COBRA. COBRA allows you to continue receiving these benefits on a temporary basis in certain situations where coverage under the TriNet Benefits Plan would otherwise end.

COBRA coverage is explained in greater detail in the Benefits Guidebook.