

# Associate Handbook

For Employment with  
**Staff Management | SMX**



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**COVERAGE AND AUTHORITY:** The following is implemented as an administrative policy applicable to Temporary Associates (“Employees”) of the TrueBlue Incorporated family of brands including: Staff Management | SMX, SMX, SM Cargo (the “Company”) and is effective immediately.

## EMPLOYMENT TERMS AND ACKNOWLEDGEMENTS

These Employment Terms & Acknowledgements shall apply to my initial application for employment with the Company, my new hire paperwork, my first job assignment, and all subsequent job assignments and the termination of my employment. If any such provision of these Employment Terms & Acknowledgements is determined to be unenforceable, such determination will not affect the validity of any other provision, and the provision in question shall be reformed to reflect the original intent of the provision to the greatest extent permissible.

1. I understand and agree that my employer is the legal entity indicated on my paycheck or pay stub (the "Company"). The possible legal entities include SMX, LLC, Staff Management Solutions, LLC and/or SMX Cargo, LLC.
2. If I work for the Company, the Company will assign me to perform services at a client site. I understand and agree that the Company will incur various costs in doing so, including training costs. Therefore, to the extent permitted by law, I agree that, for a period of six months following the date that my employment with the Company is terminated or I resign, I will not work in the same or similar position (either directly for the client or indirectly through a temporary service or other type of agency) at the same client site to which I was assigned by the Company without permission from the Company. I believe this Agreement is fair and will not prevent me from making a living if it is enforced.
3. I understand and agree that I am prohibited from releasing to any other person or entity any information whatsoever about the Company or its customers which is confidential or a trade secret, and am prohibited from using such information for the benefit of myself, or any other person or entity. I agree that any information which has not been disclosed publicly in writing shall be considered confidential and proprietary.
4. I understand and consent to the Company maintaining certain records related to my application my employment, including but not limited to my application, new hire paperwork and any drug test results. I authorize the Company to release any employment-related information or documents to third parties including, but not limited to, any government agencies, insurance providers and/or my employer's customers to the extent permitted by state and/or federal law.
5. The Company has implemented an Injury and Illness, and Workplace Violence Prevention Program along with safety rules and policies. I understand that these are available to me by accessing them on [www.staffmanagement.com](http://www.staffmanagement.com). I agree to promptly report to the Company workplace violence, work-related injuries, unsafe working conditions and work that the customer directs me to perform when it does not match the work description assigned at dispatch.
6. The Company is an Equal Employment Opportunity ("EEO") Employer. I understand the Company has EEO policies that include, but are not limited to, Anti-Retaliation, Equal Employment Opportunity and Sexual and other Unlawful Harassment and Discrimination Policies. These Policies are available to me by accessing them on [www.staffmanagement.com](http://www.staffmanagement.com).
7. I understand the Company's policies regarding hours worked and the payment of wages are available on [www.staffmanagement.com](http://www.staffmanagement.com). I agree to comply with all policies, including, but not limited to, to record all hours worked, take and record state and locally regulated meal and rest periods and notify the Company of any issues regarding my pay.
8. If, due to a disability, I am unable to complete the application process, the hiring process or, after I am hired, to perform any work requested of me, I agree to notify the Company so that we may discuss options for a reasonable accommodation.

9. I understand and agree that I am a Variable Hour Employee under §4980H of the Affordable Care Act (ACA) when and if I am employed by the Company. As such, I expect that: (a) job assignments will likely be on a short-term basis and may be with more than one client, (b) I may experience significant gaps in between assignments; (c) assignments may be of an uncertain duration; and (d) hours may vary in any given week. The Company understands that I may not be available for all assignments requested. While the Company will strive to employ me as much as possible, I understand that the Company cannot determine whether or not: (a) I will be offered 30 or more hours of work each week during my 12 month initial measurement period; or (b) if my employment will be of limited duration. If I do work for more than 30 hours/week during my initial measurement period the Company will offer me health benefits as required by the ACA.

10. I understand and agree that I am not required to work or register my availability to work for the Company on any particular day. If I want to work, I may register my availability to work by text, email, phone or by visiting an office. Failure to register my availability for work may affect my eligibility for unemployment compensation. I understand that I am not employed just because I register availability to work. I understand that I am free to decline any job assignment the Company offers me. I understand that if I receive a job assignment while I am in the branch, I am free to leave the branch office and with the exception of consuming alcohol four hours prior to shift, I may do as I wish until the job assignment starts. I understand that I will not be paid for time spent completing the employment application and on-boarding process or for time commuting to the customer's job site.

11. I consent to the delivery of Electronic Communications via text message, the Company's website, or the internet to an e-mail address or phone number I designate to receive such Electronic Communications. I confirm that I meet the Hardware and Software Requirements listed below and can access and retain Electronic Communications from the Company. I agree that this consent applies to all Electronic Communications that the Company provides me in connection with my application and during job assignments and after completion of my employment. Such communications may include, but are not limited to, job announcements, agreements, documents, notices and disclosures.

**12. Hardware and Software Requirements.** To receive Electronic Communications, you must ensure that you are able to receive information electronically and retain it. You must have access to a computer system or smartphone with an Internet connection, a valid email address, an Internet Web browser capable of 128-bit encryption and Adobe Acrobat Reader in order to receive disclosures electronically. Further, you must have access to a printer capable of printing any disclosure or statement that are made available on our website and/or emailed to you, and/or have the ability to electronically save and visually display such documents on computer screens.

**13. Text & Telephone Communication.** In order to receive alerts regarding potential job opportunities ("Job Alerts") and other messages related to my actual or prospective employment (such as general announcements and safety tips) and for other purposes, I agree that the Company and its affiliates, agents, service providers, business partners, successors, and/or assigns may contact me by telephone, text message, or email at any telephone number or address that I have provided to the Company or will provide to the Company, including telephone numbers that are or may be assigned to wireless devices. I understand and agree that the Company may place such telephone calls by voice call and text messaging (including SMS and/or MMS text messages). I further agree that the Company may place such telephone calls through the use of pre-recorded/artificial voice messages and/or the use of an automatic telephone dialing device. I understand that the Company may contact me by telephone, including by text messaging, any day of the week and at any time, and understand that I may incur charges related to such contact in accordance with my wireless telephone plan or otherwise. I understand I am never required to respond to text or phone messages and if I choose to reply, I am not paid for the time spent responding. When permitted by state law, I hereby agree to waive any and all claims I have against the Company for reimbursement of any fees charged by my carrier for such telephone calls, including text messages, or for related expenses I might incur. In California, I understand the Company will reimburse me for expenses related to business electronic communications such as cellular phone use. I agree to inform the Company by emailing [centralizedservices@staffmanagement.com](mailto:centralizedservices@staffmanagement.com), calling 888-782-3398, writing or verbally communicating to the on-site office should I wish to be removed from the telephone, text and email contact list. I waive any right to a legal action under the Telephone Consumer Protection Act, or any similar state or federal law, in connection with any

telephone contact from the Company. I agree that my use of any text messaging services will be governed by the terms of service and privacy policy indicated by the text messages I receive.

14. I understand that in connection with the application and hiring process, the Company may request information from my past employers, educational institutions, personal references, and any public or private agencies that have issued me either a professional or vocational certification or license. I further authorize the references I have listed to disclose to the Company any and all letters, reports, and other information related to my work records, without giving me prior notice of such disclosure. I also understand that such investigation may include a review of my driving record, and any criminal records. I request, authorize, and consent to the release of any and all such information to Company consistent with all state and federal laws and hereby release and hold harmless every person or entity that communicates such information to Company in good faith and without malice from any and all claims or liability of any type whatsoever.

15. I understand that my employer provides temporary associates for its customers to work at the customers' job site. While working at the customer's job site, I agree and consent that the customer is my special employer ("Special Employer") and that the customer directs, controls and supervises my work. Workers' Compensation shall be my sole remedy for on the job injuries. If I am ever injured in the course of my work I agree that I will elect, and solely rely upon the Company's Workers' Compensation coverage for any recovery for such injuries, and waive any recovery whether civil or through workers' compensation from any Special Employer. If I am ever injured in the course of my work for my Special Employer, a transitional duty job may be made available for me. I understand that if I do not report for transitional duty work immediately, I may jeopardize my entitlement to Workers' Compensation wage replacement benefits.

16. After I have been paid by the Company for work that I have performed, I hereby assign, transfer and convey any and all lien rights I may have to the Company for the work I have performed.

17. The Company is committed to maintaining a drug and alcohol free work place. Accordingly, I may be subject to pre-employment, post injury, and post-accident drug testing. I understand that if I am employed, I may be subject to drug and/or alcohol testing if the Company has reasonable suspicion to believe that I have used or am under the influence of alcohol, illegal drugs, or a controlled substance. If I am found to have used, or am under the influence of alcohol, illegal drugs, or a controlled substance, I understand that I may be subject to termination, where permitted by state law. My consent to submit to such a test is required as a condition of employment and my refusal to consent may result in a refusal to hire or, if already employed, termination. I further understand and agree to adhere to the Company's Drug and Alcohol Policy available to me by accessing [www.staffmanagement.com](http://www.staffmanagement.com).

18. I understand I am not hired for an assignment until: I have fully completed the entire application process, been offered and accepted work on a particular job; the Company has confirmed that I have met all the requirements of the particular job; and have arrived at the job location ready to work.

19. I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and accurate to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material fact in my application or on any document used to secure employment shall be grounds for rejection of my application for employment, or for immediate discharge if I am employed, regardless of the time elapsed before discovery.

20. I understand that the Company utilizes an associate welcome guide. I understand and will comply with the rules and policies set forth in the welcome guide, as well as other Company policies and procedures. I understand that neither the welcome guide, these Employment Terms and Acknowledgments nor any other communication by a management representative are intended to in any way create a contract of employment, either expressed or implied. Rather, I understand that Company and I each have the right to end our employment relationship at any time, for any reason not prohibited by law, with or without notice or cause.

## AT-WILL EMPLOYMENT DISPUTE AND RESOLUTION

I understand that my employer is the legal entity indicated on my paycheck or pay stub (the “Company”). The Terms and Conditions of this AT-WILL EMPLOYMENT DISPUTE RESOLUTION AGREEMENT (“Agreement”) shall apply to my initial application for employment and hiring paperwork, my first job assignment, all subsequent job assignments, and the termination of my employment, unless a subsequent Agreement is executed. If any provision of these Terms and Conditions is determined to be unenforceable, except as set forth under the Dispute Resolution section, such determination will not affect the validity of any other provision, and the provision shall be reformed to reflect the intent of the provision to the greatest extent permissible.

**1. AT-WILL EMPLOYMENT.** I understand that nothing contained in the application or any information provided to me, or conveyed during any interview, which may be granted, or during my employment, if hired, is intended to create an employment contract between the Company and me. In addition, I understand and acknowledge that, unless otherwise defined by applicable law, if I am employed, my employment is “at will”, which means my employment is for no definite or determinable period and I may be transferred, reassigned, suspended, demoted or terminated at any time, with or without prior notice or cause, at the option of either myself or the Company, and that no promises or representations contrary to the foregoing are binding on the Company unless made in writing and signed by me and the President of Company.

### **2. DISPUTE RESOLUTION.**

**AGREEMENT TO ARBITRATE.** The Company, including its affiliates, subsidiaries, and parents (including TrueBlue, Inc.), and their respective employees, agents, officers, directors, shareholders, successors, and assigns, and I (“Parties”) agree that any claim arising out of or relating to this Agreement or breach of this Agreement, my employment, application for employment, and/or termination of employment, shall be submitted to and resolved by binding individual arbitration under the Federal Arbitration Act (“FAA”). For purposes of this Agreement, the Parties specifically agree that the Company’s affiliates, subsidiaries, and parents (including TrueBlue, Inc.), and their respective employees, agents, officers, directors, shareholders, successors, and assigns are designated as third-party beneficiaries to the terms of this Agreement. The Parties agree that all claims shall be submitted to arbitration including, but not limited to, claims based on any alleged violation of any constitution, or any federal, state, or local laws; any claims of discrimination, harassment, retaliation, wrongful termination or violation of civil rights; claims for wages or compensation owing; any claim based in tort, contract, or equity; or, any claim arising under the TCPA or any state consumer protection law or regulation. In no way does this Agreement limit my ability to bring claims before the NLRB, EEOC, or any local, state or federal governmental or administrative agency, or to utilize the procedures of those agencies.

**SCOPE OF ARBITRATION.** The Parties agree that arbitration in no way limits the relief that any party may seek regardless of the jurisdiction in which arbitration has been filed. THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER OR ANY THIRD PARTY BENEFICIARY ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. Further, unless the Parties agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific paragraph regarding scope of arbitration is found to be unenforceable, then the entirety of Section 2 (DISPUTE RESOLUTION) shall be null and void.

**ARBITRATION PROCEDURE.** Any arbitration between the Parties will be administered by the American Arbitration Association (“AAA”) under its Employment Arbitration rules then in effect, which can be accessed via <https://www.adr.org>. A copy of such rules can also be provided upon request. Unless the Parties agree otherwise, any arbitration hearings will take place in the county (or parish) where I last worked for the Company. The Company will pay all AAA administration, and arbitrator fees for any arbitration as well as filing fees where required by law. If, however, the arbitrator finds that either the substance of my claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the arbitrator may award all fees and costs as per Rule 11 to the Company. Notwithstanding the foregoing, either party may bring an individual action in small claims court.

**CLAIMS UNDER \$10,000.** If my demand for arbitration is for \$10,000 or less, the Company will promptly reimburse me for my payment of any filing fee for arbitration, and the Parties agree that I may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Employment Arbitration Rules. Also, if after a finding in my favor in any respect on the merits of my claim, the arbitrator issues me an award that is greater than the value of the Company's last written settlement offer made, then the Company will: (1) pay me the amount of the award or \$10,000, whichever is greater; and (2) pay my attorney, and reimburse any expenses (including expert witness fees and costs) that my attorney reasonably accrues for investigating, preparing, and pursuing my claim in arbitration.

**3. STATUTE OF LIMITATIONS.** Where permitted by state law, the Parties agree that any claims arising out of or relating to this Agreement, or the breach of this Agreement, or my application, employment, or termination of employment, shall be submitted to arbitration, or filed with a court of competent jurisdiction where arbitration is not permitted by law, within one year (365 days) of the date of the incident or occurrence giving rise to the claim including, but not limited to, claims based on: any alleged violation of any constitution, or any federal, state, or local laws; any claims of discrimination, harassment, retaliation, wrongful termination or violation of civil rights; claims for wages or compensation owing; any claim based in tort, contract, or equity; or, any claim arising under the TCPA or any state consumer protection law or regulation. This time limitation in no way eliminates the effect of the continuing acts doctrine or any tolling or other equitable doctrines that would otherwise apply, nor does it modify in any way the time in which an employee may bring a claim before any state or federal administrative agency, including the EEOC and NLRB. In the event this provision is found unenforceable the Parties agree it is a standalone provision and may be severed from the remainder of this Agreement.

## WORKPLACE VIOLENCE PREVENTION POLICY

### I. THE PURPOSE OF THIS POLICY

To clearly determine that behavior which constitutes violence in the workplace and then to determine the limits and procedures for resolving and reporting incidents of workplace violence.

### II. THE DEFINITION OF WORKPLACE VIOLENCE

#### *A. Workplace violence as used in this policy shall mean the following*

For the purposes of this policy, workplace violence shall mean any behavior, action, statement or demeanor that a reasonable person would perceive as a threat, whether expressed or implied, to harm or in any way endanger the safety of another individual; it would be perceived as menacing or as having the potential for physical harm to another individual; or it involves the carrying or displaying of weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening to another.

#### *B. Prohibited behavior defined*

Verbal: Threats or intimidation including unwelcome name-calling, obscene language and other abusive language

Visual: Intimidation through direct or veiled threats

Physical: Physically touching or intimidating a person in a malicious or sexually harassing manner; throwing objects in the workplace regardless of whether a person is the target of a thrown object; destroying property.

Other: Staff Management also forbids written threats directed to harm or endanger a person(s) or destroy property; possession of knives, martial arts weapons, firearms or explosives, i.e., any substance or device that can cause or have the nature of an explosion while conducting company business or on company premises and property, or their clients, including company and client vehicles, aircraft and boats unless specific approval has been obtained.

#### *C. Other examples of inappropriate behavior may include but are not limited to:*

1. The use of abusive or obscene language or gestures.
2. Language, conversation or behavior that causes other employees to fear for their personal safety, or the safety of their family.
3. Communications to another, anonymously or otherwise, by telephone, e-mail, mail, graffiti or any other form of written or verbal communication in a manner which causes employee alarm and serves no legitimate purpose.
4. Significant or intentional tampering or damage to another employee or the organizations property.
5. Intentional repeated following of an employee or member of the employee's family anywhere that causes the employee annoyance, alarm or danger.
6. Engaging in dangerous, threatening or unwanted horseplay.
7. Touching or grabbing another person in an unwanted way.
8. Threatening to harm another person or any action or conduct which implies the threat of harm, including such threat said to a third party with the intent to harass or harm another.
9. Striking, punching, slapping, shoving, kicking or assaulting another person.
10. Fighting or challenging another person to fight.
11. Unauthorized possession or inappropriate use of firearms, Company or Client property at any time. This includes such weapon in a vehicle on Company or Client property.

### III. POLICY & PROCEDURES

#### *A. No-tolerance policy*

Any violence in the workplace shall be considered a violation of Company conduct codes and may subject an individual to discipline in accordance with the terms of the applicable policies and procedures, up to and including termination.

Where appropriate, violators will be reported to law enforcement personnel and they may be subject to prosecution. This is meant to include all full and part-time employees, as well as contract employees, visitors, vendors, and any person who may have contact with any of the aforementioned individuals actively engaged as official representatives of the organization.

*B. Who must report incidents and conduct follow-up*

Every employee, even if not directly involved, is responsible for immediately reporting any behavior or instance that may constitute a potentially violent situation in accordance with this policy. In addition, every manager, administrator and supervisor is responsible for responding promptly and thoroughly to allegations of behavior or instances of potential workplace violence in accordance with the terms of this policy.

*C. Where to report incidents*

1. To 911 or local law enforcement in any emergency. Thereafter, as soon as practical, to a Company Representative.
2. In a non-emergency situation, all such concerns or behaviors should be reported to Company.
3. In a situation where an employee witnesses an event and is not sure who to contact or feels threatened or uncomfortable in reporting this directly, contact **ComplianceAlert at (855) 70-Alert or at [TrueBlueComplianceALERT.com](http://TrueBlueComplianceALERT.com)**.
4. In situations occurring outside the workplace that may affect workplace safety, i.e., where restraining orders have been issued, notify the Company.

*D. What to report*

Employees, who apply for or obtain a protective or restraining order that lists the Company or their clients' locations as protected locations, must notify their supervisor and/or management. Employees shall provide the Company with a copy of any temporary protective or restraining order that is granted as well as any order that is made permanent. Even without an actual intent, employees should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a Company controlled site or is connected to Company employment. Examples include any credible threat to harm or endanger a person(s) or destroy property; obsessive behavior which is intensely focused on a grudge, grievance or romantic interest; and, unusual, bizarre or menacing behavior or comments that have the potential of developing into a violent act or threat. Employees who notify supervisors of such acts or threats of violence can do so in good faith, without fear of reprisal or criticism by Company personnel.

**IV. DISCIPLINE**

While the intent of this policy is to prevent and mitigate violence in the workplace, it is also designed to assure all employees such acts will be taken seriously and met with appropriate discipline expeditiously. It is therefore incumbent upon all Managers to address unacceptable behavior or conduct by their employees immediately. While this policy is intended to allow supervisors immediate resolve when necessary to diffuse and resolve volatile or potentially violent situations, managers of departments and the FAST group will be consulted prior to actual written disciplinary impositions. In any subsequent grievance, discipline, which falls within Workplace Violence Supervisors Disciplinary Procedures, shall be presumed reasonable, unless the employee proves it's unreasonable.

**V. "NO SOLICITING" POLICY**

To maintain a proper business environment and prevent interference with work and inconvenience to employees, employees are prohibited from making solicitations of any kind during the work time of the employee doing the soliciting or the work time of the employee being solicited. Employees are also prohibited from distributing literature of any kind in working areas at any time and in non-working areas while the employee distributing the literature or the employee who is the intended recipient of the literature is supposed to be working. Nonemployees are also prohibited from distributing printed materials or soliciting employees on our premises at any time.

## ELECTRONIC BUSINESS COMMUNICATION POLICY

TrueBlue companies, Staff Management | SMX and SM Cargo, requires all associates to comply with federal and state cellular communication regulations and all rules set in this policy.

While cellular communication while driving is permitted in various states, it is Company policy that cellular business-related communication while driving is strictly prohibited unless using a hand-free device. It is also policy that at no time may an associate send or read business-related electronic communications such as text messages, instant messages and/or e-mails while driving (please note that even voice texting should be done when the vehicle is stopped). TrueBlue believes that while driving a vehicle that the driver's full attention should be on the road, their surroundings and safely operating the vehicle. Other activities are a distraction from their primary task and should be reserved for when they are not operating the vehicle. All fines and citations received during the course of business may be the responsibility of the associate if the fines and/or citations are due to associate negligence.

All non-work related cell phone use shall be reserved for break and meal times. When required by federal or state law, all associates who incur business-related communication charges in the scope of their employment must be reimbursed. In the State of California, associates receive reimbursement for the reasonable percentage of business communication usage made on personal devices.

As a representative of the Company, cell phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a cell phone.

Remember: **SENDING TEXT MESSAGES WHILE DRIVING IS PROHIBITED**

Any violations of this policy will subject associates to disciplinary action up to and including termination.

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY

TrueBlue companies, Staff Management I SMX and SM Cargo, is committed to providing equal employment opportunities for all persons regardless of race, color, gender, creed, religion, age, marital or family status, national origin, citizenship, mental or physical disabilities, veteran status, ancestry, citizenship, HIV or AIDS, sexual orientation, gender identity, on-the-job-injuries, or assertion of any other legally enforceable rights.

Equal opportunity in employment extends to all aspects of the employment relationship including applying and advancement. TrueBlue complies with federal, state and local equal employment opportunity laws and strives to keep the workplace free from all forms of discrimination. TrueBlue considers discrimination in all forms to be a serious offense.

Associates have several options for reporting discrimination or retaliation including calling **ComplianceAlert at (855) 70-Alert**, reporting the discrimination using TrueBlue's on-line reporting system at [TrueBlueComplianceALERT.com](https://TrueBlueComplianceALERT.com) and/or contacting any member of the Human Resources Team at 1800-610-8920.

Associates who witness or believe that they have been subject to prohibited discrimination and/or retaliation should immediately report the incident using one or more of the reporting options described above.

TrueBlue ensures that associates following this complaint procedure are protected against illegal retaliation. Generally, any reported violations (written and/or verbal) of EEO law or this policy will be promptly, thoroughly, and objectively investigated. Upon the completion of the investigation, the results will be communicated to the associate who filed the complaint [in my experience this doesn't always happen, so maybe we want this statement about communicating the results to be qualified – something like “the results will usually be communicated to the associate who filed the complaint.” Associates found to have engaged in discriminatory conduct or retaliation will be subject to immediate disciplinary action, up to and including possible termination.

## SEXUAL AND OTHER UNLAWFUL HARASSMENT AND DISCRIMINATION POLICY

TrueBlue companies, Staff Management I SMX and SM Cargo, will not tolerate conduct by any associate (or non-associate) that harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile working environment based upon their membership in a protected class.

We want to maintain a working environment free from all forms of harassment, whether based upon race, gender, color, religion, ancestry, national origin, age, marital or family status, veteran status, physical or mental disabilities, on-the-job injuries, citizenship, HIV or AIDS, sexual orientation or any other basis protected by law.

Behavior such as telling ethnic jokes, making religious slurs, using offensive "slang" or other derogatory terms denoting a person's race, age, national origin, disability, or mimicking one's speech, accent or disability, are examples of prohibited conduct and will not be tolerated by TrueBlue.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors or unwanted sexual attention by anyone employed by TrueBlue, whether male or female. Harassment may include references to employment status or conditions. It may also include conduct that creates a hostile, intimidating or uncomfortable work environment for any associate, regardless of who the intended recipient is. Other examples of sexual harassment include, but are not limited to, obscene jokes, lewd comments, sexual depictions, repeated requests for dates, touching, staring or other sexual conduct. Any such conduct is strictly prohibited.

Associates have several options for reporting sexual or other harassment including call ComplianceAlert at (855) 70-Alert, reporting the harassment using TrueBlue's on-line reporting system at [TrueBlueComplianceALERT.com](https://TrueBlueComplianceALERT.com) and/or contacting any member of the Human Resources Team at 1800-610-8920.

Associates who witness or believe that they have been subject to harassment or discrimination should immediately report the incident using one or more of the reporting options described above. TrueBlue ensures that associates following this complaint procedure are protected against illegal retaliation. Any associate who believes that he or she is being retaliated against for reporting harassment or discrimination should immediately report the retaliation. Associates found to have engaged in harassing or discriminatory conduct or retaliation will be subject to immediate disciplinary action, up to and including possible termination.

## ANTI SUBSTANCE ABUSE POLICY

**POLICY STATEMENT:** The Company is committed to maintaining a safe, healthy, and productive workplace. Employees that are impaired or under the influence of drugs or alcohol while on the job impact workplace safety and efficiency, and pose serious risks to other Employees, members of the public and others. Consistent with this commitment, this policy establishes the Company's intent to maintain a drug and alcohol-free workplace. The Company will not tolerate any employee who reports to work while impaired by, or is under the influence of alcoholic beverages or drugs. It is important for Employees to be aware of the Company's stated goal of a drug and alcohol-free workplace, and understand that the provisions this policy applies to all Employees, without exception.

Drugs are defined as any substance other than food that alters the normal functions of the mind and body. For purposes of this policy, this definition includes alcohol, cocaine, metabolites, methadone, amphetamines, hallucinogens, phencyclidine (PCP), benzodiazepines, barbiturates, cannabinoid metabolites (marijuana), propoxyphene (Darvon), Opiate derivatives (morphine, codeine, heroine), MDMA's (ecstasy), methamphetamines (crank, speed, etc.), synthetic cannabinoids (spice, k2), mephedrone, MDPV (bath salts), and methylone. Please note, this list is not meant to be all inclusive. Any test showing a blood-alcohol level above .04 is also violation of this policy.

**PROHIBITED CONDUCT:** The Company expressly prohibits the following activities at any time that employees are either: (1) on Company or client premises (whether or not the employee is working), or; (2) on duty or conducting Company business (whether on or away from Company or client premises), inclusive of the use of any vehicles owned, leased by, or subject to the control of the Company or its clients:

- The use, consumption, abuse or being under the influence of alcohol, illicit drugs or other impairing substances.
- The illegal use or abuse of prescription drugs.
- The possession, sale, transfer, transit or purchase of, any illegal or unauthorized drugs, including prescription medication that is not prescribed to the employee or drug related paraphernalia.

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter, prescription, or other medication, other than marijuana, that can be legally proscribed under both federal and state law, to the extent that consumption does not impair the employee's job performance, safety, or the safety of others. Any employee who takes over-the-counter or other legally prescribed medication, who may in any way be impaired by its side effects, or if the Employee believe they need a reasonable accommodation, should report their use to their supervisor immediately.

All employees have a duty to report any evidence or observation of alcohol or drug abuse to a supervisor immediately. Failure to report, especially in cases where the substance poses an immediate threat to that individual, his/her coworkers or the public, may result in disciplinary action for the non-reporting employee. Unless forbidden by state law, Managers have an obligation to immediately terminate employees who self-identify drug usage unless said employee is currently receiving rehabilitation where ADA may be applied.

The Company reserves the right to conduct searches of a person's work space and property for suspicion of drugs and/or alcohol in the workplace.

The Company expressly reserves the right to change, modify or delete the provisions of this Anti Substance Abuse Policy at any time without notice.

A violation of any of the above constitutes grounds for disciplinary action, up to and including termination of employment.

## DRUG TESTING POLICY

**OVERVIEW:** The Company is committed to maintaining a safe, healthy, and productive workplace. Employees that are impaired or under the influence of drugs or alcohol while on the job impact safety and efficiency, and pose serious risks to other Employees, members of the public and others. The Company will not tolerate any employee who reports to work while impaired by, or is under the influence of alcoholic beverages or drugs.

In furtherance of this commitment, the Company maintains a Drug Testing Policy where, when permitted under state law, job applicants and current employees may be requested or required to submit to drug and/or alcohol testing under certain circumstances. **This policy is intended to comply with applicable laws regarding drug and alcohol testing, and current and prospective employee privacy rights.**

**PRE-EMPLOYMENT SUBSTANCE TESTING:** Where permitted by state law, all prospective employees are subject to drug and/or alcohol testing and must submit to a pre-employment drug test as a condition of employment. Prospective employees will only be asked to submit to a test once a conditional offer of employment has been extended. An offer of employment is conditioned on, amongst other requirements, the prospective employee testing negative for illegal drugs. Any applicant who refuses to submit to a drug test as requested or tests positive may not be offered employment. Positive results or refusal to test are grounds for a non-rehire status.

**REASONABLE SUSPICION:** Where permitted by state law, if there is reason to suspect that an employee is working while under the influence of illegal drugs or alcohol, the employee may be required to undergo a drug and/or alcohol test.

“**Reasonable Suspicion**” is defined as a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol. Testing under this section shall be based on documentable incidents, behavior, job performance, and other factors indicating possible drug or alcohol use, and shall not be based upon mere rumor, hearsay, or unsubstantiated accusations. Existence of reasonable suspicion may be based upon the totality of the circumstances and will normally include more than one factor or symptom.

When the supervisor of an employee or a member of management has reasonable suspicion to believe an employee is under the influence of alcohol or drugs, where permitted by state law, that employee may be ordered by his/her supervisor or by management to immediately submit to an alcohol and drug test. It is always recommended that a witness observe any behaviors to substantiate the suspicion. Employees required to submit to a test shall be transported to a collection site only by their supervisor or by a member of Company management. Unless forbidden by state law, following the completion of a drug or alcohol, the employee will be suspended with pay until the results of the test are made available to management by the testing laboratory.

All positive results or refusal to take a drug and/or alcohol test may result in disciplinary action up to and including termination of employment. All applicants and employees who test positive will be allowed the right to explain the positive result and may, at their own expense, have the confirmed positive test retested where applicable. All positive results will be held in the highest of confidence possible informing only those on a need to know basis.

**RANDOM TESTING:** Where permitted by state law, the Company may randomly test employees for compliance with its Anti Substance Abuse Policy (available at [www.staffmanagement.com](http://www.staffmanagement.com)). As used in this policy, “random testing” means a method of selection of employees for testing, performed by assignment of anonymous number, and administered by a random third party. The selection will result in an equal probability that any employee from an identified, distinct work group will be tested. Furthermore, the Company has no discretion to waive the selection of a particular employee selected utilizing this random selection method.

**POST-ACCIDENT/INJURY TESTING:** In the event an employee is involved in an accident (including non-injury accidents) or an injury during work hours involving themselves, other employees, Company or client controlled vehicles, or other property, the employee shall immediately notify his/her supervisor.

Unless prohibited by state law, if the employee completes an injury report and/or seeks treatment, the employee's supervisor shall require the employee to submit to a drug and/or alcohol test at a location and by methods approved pursuant to the Company's standard within 24 hours. In the event an employee causes injury to another employee, both parties may be drug tested.

A positive final drug or alcohol test will result in immediate termination in most states. Please refer to the appendix for those states. A positive final result may also affect your entitlement to a workers' compensation as well as unemployment compensation.

**REQUEST IN WRITING OR OPPORTUNITY TO REBUT:** In the event that an employee has an issue with the final result being positive, they may request, in writing from a local branch or email Staff Management Centralized Services at [centralizedservices@staffmanagement.com](mailto:centralizedservices@staffmanagement.com), the explanation of such result.

**PRESCRIPTION DRUG USAGE:** Nothing in this policy is meant to prohibit the appropriate use of over-the-counter, prescription, or other medication, other than marijuana, that can be legally proscribed under both federal and state law, to the extent that consumption does not impair the employee's job performance, safety, or the safety of others. Any employee who takes over-the-counter or other legally prescribed medication, who may in any way be impaired by its side effects, or if the Employee believe they need a reasonable accommodation, should report their use to their supervisor immediately.

**TAMPERING WITH A DRUG TEST:** Any employee found switching, tampering, or altering any specimen or sample collected in connection with a drug and/or alcohol test will be subject to disciplinary action, up to and including termination. Additionally, all tests that are rendered as diluted will be treated as a positive screen and may result in termination.

The Company reserves the right to conduct searches of a person's work space and property for suspicion of drugs and/or alcohol in the workplace.

The Company expressly reserves the right to change, modify or delete the provisions of this Anti Substance Abuse Policy at any time without notice.

A violation of any of the above constitutes grounds for disciplinary action, up to and including termination of employment.

## WORKPLACE SAFETY POLICY

Establishing and maintaining a safe work environment is the shared responsibility of all TrueBlue, Inc. employees, at all levels of the company.

The Company cares about your safety and has developed safety manuals and guidelines to help you ensure that your work environment is safe.

It is critical that you familiarize yourself with the content of your brand's Illness and Injury Prevention Program (IIPP) and related policies and guidelines. Employees are expected to obey safety rules and to exercise caution in all their work activities. You should report any unsafe conditions or situations to your supervisor. All employees at every level of the Company are expected to report or correct unsafe conditions as soon as possible.

The Company provides information to employees about workplace safety and health issues through regular internal communication channels such as 1strongteam.com, employee meetings, bulletin board postings, emails, newsletter stories, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal. Concerns can be directed to your supervisor or Human Resources. In addition concerns can be submitted anonymously through ComplianceAlert at (855) 70-Alert or [TrueBlueComplianceALERT.com](https://www.trueblue.com/TrueBlueComplianceALERT.com).

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report injuries, accidents, incidents, or fail to complete required reports and take photographs as outlined in the safety policy, or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination.

**All work-related incidents that result in injury, illness, and property damage must be promptly reported to the appropriate supervisor.**

**See Safety and Injury Prevention for additional safety policies.**