



# Employee Handbook

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# General Information

## Welcome

Welcome to Spur. We believe that hard work and commitment will not only benefit Spur, but will help give all of our employees a sense of pride and accomplishment.

We are glad to have you as a member of our team. We hope that your employment proves mutually satisfying. Every employee has an important role in our operations, and we value the abilities, experiences, and backgrounds that they bring with them. It is our employees who provide the services that our customers rely upon and enable us to grow and create new opportunities in the years to come.

Spur intends to provide employees with all of the support and the resources they will need to perform their job effectively. If, at any time, an employee needs assistance or guidance, the employee should not hesitate to ask any member of the Spur Support team.

Once again, welcome to Spur. We are glad to have you with us.

## About Our Company

Spur is an employment platform designed to simplify HR and payroll while enhancing the quality of benefits and services available. As a Spur team member, our platform provides you with access to more opportunities in the form of exclusive benefits and extensive training. Beyond that, we help you find your authentic work-life harmony.

We are delighted that you have chosen to join our organization, and we hope you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career by obtaining new qualifications, completing training courses, and exploring new jobs.

You are joining an organization where our team is committed to being truly exceptional at our craft and using our talents to solve problems that are worth solving because they make the world a better place. We're passionate about our product, creating value for all of our stakeholders, and reinventing the way people work.

This passion extends to our employees. We care deeply about creating a culture of motivated workers. Spur inspires you to grow by providing you with opportunities to gain access to better benefits and training.

Take a peek at life with #spurstaffing on Facebook and Instagram (@spurstaffing). To ensure continued success, we feel it is important that all employees understand our policies and procedures. This employee handbook will familiarize employees with the various aspects of working with us. We encourage all employees to use the handbook as a valuable resource for understanding our company.

### Purpose of Employee Handbook

This employee handbook is designed to acquaint you with Spur and to provide you with information about our employment policies and practices of Spur (and any state supplement, if applicable). You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee of Spur and outlines the various programs developed by us to benefit our employees.

No employee handbook can anticipate every circumstance or question involving policy. Consequently, the need may arise to revise the handbook. Therefore, Spur expressly reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time, as we deem appropriate. In the event any such revisions, supplements, or rescissions are made, we will update the copy of the handbook made available to you through our website and mobile applications (collectively referred to as our "Site"). The provisions contained in this handbook supersedes all existing policies and practices and may not be amended or added to without the express written approval of our Chief Executive Officer and/or President.

None of our personnel documents and benefit plans, including this employee handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment - expressed or implied - that changes or alters the at-will employment relationship. Only the CEO/President of Spur or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing and signed by the CEO/President of Spur or his or her authorized representative.

Not all of Spur's policies and procedures are set forth in this employee handbook. We have summarized only some of the more important ones. If an employee has a work-related question not specifically covered in this handbook, it should be discussed with a Spur Support Representative. You may connect with a Spur Support Representative via email at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142. Every effort will be made to provide an answer in an expeditious manner.

Nothing in this employee handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this employee handbook is intended to limit any concerted activities by employees relating to their wages, hours, or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Furthermore, nothing in this employee handbook prohibits an employee from reporting concerns, making lawful disclosures or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

This employee handbook may apply to employees working in a state with greater or different rights. Employees will receive a state-specific supplement that provides information and policies applicable to employees working in that state. Spur complies with applicable state and local laws.

### Employment At-Will

Employment with Spur is at-will, unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by Spur. Nothing in this employee handbook or any oral statement will limit the right to terminate the at-will employment relationship. The policies set forth in this handbook are not intended to create a contract, nor are they to be construed as a contractual obligation of any kind. This employee handbook is not intended to constitute an express or implied contract of employment. Your employment with Spur remains "At-Will" at all times. This at-will employment policy is the sole and entire agreement between the employee and Spur as to the duration of employment and the circumstances under which employment may be terminated. No manager or supervisor has any authority to enter into a contract of employment - expressed or implied - that changes or alters the at-will employment relationship. Only the CEO/President of Spur or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the CEO/President of Spur or his or her authorized representative.

## Commitment to Diversity

### Equal Employment Opportunity

Spur is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to: veteran status, uniformed servicemember status, race, color, religion or creed, sex, gender, age (40 and over), pregnancy (including childbirth, lactation, and

related medical conditions), national origin or ancestry, ethnicity, physical or mental disability, genetic information (including testing and characteristics), citizenship status, or any other classification protected by applicable federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

Spur believes that all employees have the right to work in an environment free of discrimination or harassment of any kind. This policy governs all aspects of your employment with us and the workplaces who use our Site. Spur will not tolerate any unlawful discrimination by us or our Workplaces, and any such conduct is prohibited. Spur also prohibits any harassment based on the legally protected categories set forth above.

#### Complaint Procedure

Any employee who believes that he or she has been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, agent, client, vendor, or customer of Spur in violation of this policy, or who is aware of such harassment, discrimination of, or retaliation against others, should immediately contact Spur's Support Department at Post Office Box 107, Huntsville, Alabama 35804, via email at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142.

After a report is received, a thorough and objective investigation by management will be undertaken. The investigation will be completed and a determination will be made and communicated to the employee as soon as practical. Spur expects that all employees fully cooperate with any investigation conducted by Spur into a complaint of proscribed harassment, discrimination, or retaliation, or regarding the alleged violation of any other company policies.

In certain circumstances, Spur may direct employees to keep an employee's complaint and any related investigation confidential or as confidential as possible to further the goals of federal, state, and local harassment and discrimination laws.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

This policy is not meant to impede you from bringing a claim to, or providing information to appropriate governmental authorities regarding possible violations of state, local, or federal law,

or making disclosures pursuant to whistleblower laws. It is also not intended to impede you from discussing terms and conditions of employment with other employees.

### Protection Against Retaliation

Retaliation is prohibited against any person by another employee, customer, an employee of the customer, or by Spur for, in good faith, using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, denial of promotion, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, decrease in pay, adversely affecting working conditions, otherwise denying any employment benefit, and fostering a hostile work environment.

Employees should report any retaliation prohibited by this policy to Spur Support at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. Furthermore, appropriate disciplinary action, up to and including termination, will be taken on claims of retaliation that have been investigated and found to be intentionally falsified.

### Sexual and Other Unlawful Harassment

It is Spur's policy to provide a work environment free of sexual and other harassment. Spur maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized basis, including, but not limited to: veteran status, uniformed servicemember status, race, color, religion or creed, sex, gender, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, ethnicity, physical or mental disability, genetic information (including testing and characteristics), citizenship status, or any other classification protected by applicable federal, state or local law. To that end, harassment of Spur's employees by management, supervisors, coworkers at Spur or our Workplaces, or non employees who are in the Workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Spur will take all steps necessary to prevent and eliminate unlawful harassment. This policy applies to all Spur

employees regardless of whether the offending conduct is at the behest of a Spur employee or an individual employed by another employer. Spur does not tolerate harassment or discrimination against its employees, regardless of the identity or employer of the alleged perpetrator.

Our anti-harassment policy applies to all persons involved in our operations and prohibits harassing conduct by any employee of Spur, including nonsupervisory employees, supervisors, and managers. This policy also protects employees from prohibited harassment by third parties, such as vendors, clients, or temporary or seasonal workers. If such harassment occurs on the job by someone not employed by Spur, the procedures in this policy should be followed.

### Sexual Harassment Defined

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. Sexual harassment includes unwanted sexual advances, requests for sexual favors, and all other visual, verbal, or physical conduct of a sexual nature, particularly where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment. Sexual harassment also includes various forms of offensive behavior based on sex. The following is a partial list:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances
- Leering; making sexual gestures; or displaying sexually suggestive objects, pictures, cartoons, posters, websites, emails or text messages
- Making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress
- Verbal sexual advances or propositions



- Verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words to describe an individual; or suggestive or obscene letters, notes or invitations
- Touching; assault; or impeding or blocking movements
- Retaliation for making reports or threatening to report sexual harassment

#### Other Types of Unlawful Harassment

“Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class. Harassment on the basis of any legally protected classification is prohibited, including harassment based on veteran status, uniformed servicemember status, race, color, religion or creed, sex, gender, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, ethnicity, physical or mental disability, genetic information (including testing and characteristics), citizenship status, or any other classification protected by applicable federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. They include, but are not limited to, conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct including derogatory posters, photography, cartoons, drawings or gestures based on protected classifications; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Prohibited harassment might occur through the use of Spur’s electronic communications system or through other online conduct. Further, all forms of harassment are prohibited both in the workplace and at employer-sponsored events.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at Spur.

## Disability and Reasonable Accommodation

Spur is committed to taking all actions necessary to ensure equal employment opportunities for qualified persons with disabilities, in accordance with the Americans with Disabilities Act (ADA) and all other applicable federal, state, and local laws. We conduct, and expect our Workplaces to conduct, all employment practices and activities on a non-discriminatory basis. Further, we require that all employment decisions are based on legitimate business concerns— not the perceived or actual disability of the individual. To comply with applicable laws ensuring equal employment opportunities for qualified individuals with disabilities, Spur will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability, as defined by the ADA or applicable state or local law, who is an employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who finds that they need a reasonable accommodation in order to perform the essential functions of their job must contact Spur, preferably in writing, to ensure that any such accommodation is considered and, if appropriate, granted. Any employee who has questions about their request for accommodation are encouraged to contact Spur's Support Department [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142. The individual requesting an accommodation is required to fully cooperate with Spur in seeking and evaluating alternatives and accommodations. Spur may require medical verification of both the disability and the need for accommodation.

Spur will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when Spur receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform his or her essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request, a description of the accommodation being requested, and how the accommodation will help the employee perform the essential functions of his or her job. Spur will evaluate information obtained from the employee, and possibly his or her health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or

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limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on Spur and/or a direct threat to the health and/or safety of the individual or others, Spur will generally make the accommodation or it may propose another reasonable

accommodation that may also be effective. Spur makes determinations about reasonable accommodation on a case-by-case basis considering various factors based on an individualized assessment in each situation. Employees are required to cooperate with this process by providing all necessary supporting documentation of supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

Spur will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work because of a qualifying disability should contact Spur's Support Department regarding a proposed accommodation.

Spur expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith. In the event you believe that a violation of this policy has occurred, please follow the Complaint Procedure.

#### Religious Accommodation

Spur will provide reasonable accommodations for employees' sincerely held religious beliefs, observances and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's sincerely held religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to Spur. Spur has developed an accommodation process to assist employees, management, and Spur's Support Department. Through this process, Spur establishes a system of open communication between employees and Spur to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Any employee who perceives a conflict between job requirements and his or her sincerely held religious belief, observance, or practice should bring the conflict and his or her request for accommodation to the attention of Spur's Support Department to initiate the accommodation process. Spur requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible. Spur makes determinations concerning religious accommodation requests on a case-by-case basis, and relies on fact-specific inquiries to determine if it will provide a reasonable accommodate.

Spur prohibits retaliation against employees who request a religious accommodation or who participate in an approved accommodation. In the event you believe that a violation of this policy has occurred, please follow Complaint Procedure.

## General Employment Practices

### Employee Classifications

You are an employee of Spur even though your work is performed at various Workplaces. As an employee of Spur, you are considered a temporary employee, which is distinguished from a regular employee in that you are hired to serve as an interim replacement, to temporarily supplement the workforce, to assist in the completion of a specific project, to work in fulfillment of a staffing contract between Spur and our Workplaces, or to participate in a workforce pool to be periodically assigned duties on an as-needed basis.

For the purposes of the Affordable Care Act's employer mandate, you are also considered a variable hour employee, which means that you may work 30 hours, or more, or less, within a work week. Employment assignments may be of a stated limited duration. Employment beyond any initially stated period does not in any way imply a change in your employment status.

Temporary and variable hour employees generally retain those classifications unless and until notified by Spur in writing of a change. It is your responsibility to familiarize yourself with all state and federal laws and regulations related to your employment classifications. Based on the Fair Labor Standards Act's (FLSA) exemption classifications, most Spur jobs will be classified as non-exempt. You will be notified should you become exempt.

### Nonexempt Employees

Nonexempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law at a rate of 1½ times their regular rate of pay. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor or a Spur Support Representative with any questions or concerns regarding this status.

### Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum

wage and overtime pay requirements. Exempt employees are compensated on a salary basis. Employees will be informed whether their status is exempt or nonexempt and should consult a Spur Support Representative with any questions or concerns regarding this status.

#### Full-Time Employees

Full-time employees are those who are normally scheduled to work and who do work a schedule of 30+ hours per week.

#### Part-Time Employees

Part-time employees are those who are normally scheduled to work and who do work fewer than 30 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis.

#### Temporary Employees

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

#### Employment Eligibility and Work Authorization

Spur does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three business days of commencing employment. If the employee cannot verify his or her right to work in the United States within three business days of employment, Spur will be required to terminate his or her employment immediately.

Former employees who are rehired must also complete the form if they have not completed an I-9 with Spur within the past three years, or if their previous I-9 is no longer retained or valid. In accordance with Federal and State requirements, Spur participates in the E-Verify program.

### Romantic and Family Relationships at Work

Close relatives, partners, those in a dating relationship, or members of the same household are not permitted to be in positions with Spur or our Workplaces that have a reporting responsibility to each other. "Close relatives" are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandparent, son, son-in-law, daughter, daughter-in-law, grandchild, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins, and domestic partner relatives. For the purposes of this policy, a "relative" is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status)

If an employee begins a dating relationship with a Workplace or other employee of Spur or becomes relatives, partners, or members of the same household and if one party is in a supervisory position to the other party within Spur or a Workplace, then that person is required to promptly inform a Spur Representative via email at [support@spurstaffing.com](mailto:support@spurstaffing.com) of the relationship. Furthermore, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the potential for a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of Spur.

An employee who had a prior romantic relationship with a current subordinate will not be permitted to make, participate in, or influence decisions that affect the compensation or other terms or conditions of that subordinate's employment.

Any violation of this policy, including a failure to disclose a romantic relationship to a Spur Representative, may result in discipline, up to and including termination.

### Background Checks

We may request background information about you from a consumer reporting agency in connection with your employment with Spur. The Fair Credit Reporting Act ("FCRA") defines such a report, including investigative consumer reports as defined under the FCRA, as a "Consumer Report", and all inquiries are limited to information that affects job performance with Spur (and expected jobs to be made available through our Site). All requests are conducted in accordance with applicable federal and state laws including the FCRA. We use an outside agency for this screening: Inflection Risk Solutions, LLC d/b/a GoodHire P.O. Box 391403

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Omaha, NE 68139, Phone: 1-888-906-7351 Fax: 650-362-1933. As a result, GoodHire may obtain a Consumer Report on you as a user of the Site.



Spur will ask employees to sign a consent form authorizing Spur and its designated agents and representatives to conduct a comprehensive review of your background through a Consumer Report and/or an investigative consumer report to be generated for pre-screening for jobs. You acknowledge and agree that you have carefully read and understand this disclosure for the procurement of Consumer Reports. You also understand that the information contained in your profile or otherwise disclosed by you before or during your use of our Site, if any, may be used for the purpose of obtaining Consumer Reports and/or investigative consumer reports. By signing the consent form, you authorize law enforcement agencies, learning institutions (including public and private schools and universities), information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, your past or present employers, the military, and other individuals and sources to furnish any and all information on you that is requested by the consumer reporting agency. You also certify the information you provide in order for Spur (or its designated agent or representative) to obtain a Consumer Report is true and correct and will be valid for any reports that may be requested by or on behalf of Spur.

Certain jobs may subject you to additional background checks as permissible by law.

If you refuse to sign the consent form, Spur may no longer consider you as a candidate for placement or you may be subject to discipline, up to and including termination.

#### Reference Checks

So that Spur can handle requests for job references in a consistent, fair and lawful manner, all requests for official job references on behalf of Spur should be forwarded to Spur Support at [support@spurstaffing.com](mailto:support@spurstaffing.com). In response to job reference requests, Spur will only confirm current or former employees' dates of employment and job title(s) unless otherwise provided by law. If an employee or former employee submits written authorization, Spur will also provide information regarding salary or wage history.

#### External Investigations

Spur officials will cooperate with social service and law enforcement agencies authorized to investigate charges of child abuse and neglect against any of our employees placed in an environment with children. Please note that, in the event of an external investigation, Spur is not your legal representative. We will fully cooperate with ongoing investigations and maintain appropriate confidentiality, but you are responsible for seeking and obtaining your own legal counsel.

### Mandatory Reporting

Spur employees may be charged with the care and supervision of children. In that capacity, Spur and its employees must take care to report any potential concerns regarding the safety and well-being of children. Specifically, Spur employees must exercise the obligation to IMMEDIATELY report any suspicion on child abuse or neglect of any child with whom they interact in a professional capacity.

You must notify Spur Support at 866-957-9142 or [support@spurstaffing.com](mailto:support@spurstaffing.com) of any report or suspicion of child abuse or neglect. The Spur Support Department will assist you in carrying out mandatory reporting obligations, but must first be made aware by you of the specifics. You will not be retaliated against by Spur or a Workplace for good faith reports of suspected abuse or neglect. If you believe you are being prevented or discouraged from reporting, you must report this directly to the Chief Executive Officer and/or President of Spur and also go directly to the State Department of Human Resources to report the possible violation.

### Access to Personnel Files

Employees may inspect their own personnel file in the presence of a representative of Spur. Please contact Spur's Support Department at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142 should you need to view a copy of your personnel records. Employees may not be allowed to view investigation records or any letters of reference that have been prepared or collected by management, or other documents obtained on the basis of confidentiality. Employees will be provided access to personnel records in accordance with applicable state law.

Employees may not remove documents from their files.

Employees have the right to respond to documents contained in their files. Spur will include the employee's response in the employee's personnel file.

Only authorized members of management and Spur Support have access to an employee's personnel file. However, Spur will cooperate with - and provide access to an employee's personnel file to - law enforcement officials or local, state, or federal agencies in accordance with applicable law.

### Performance Reviews

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

A positive performance review does not guarantee a salary increase or a promotion. These decisions are made at the discretion of Spur and depend on a number of factors in addition to an employee's individual performance.

We reserve the right to make any personnel changes (including termination) before or after performance evaluations.

### Personal Data Changes

To better assist employees and/or their families in the event of personal emergencies, Spur needs to maintain up-to-date contact information. Maintaining accurate information in our files is also important for recordkeeping, payroll, and benefits-related purposes.

Changes in name, address, telephone number, and number of dependents can be made within the Spur app. For additional changes outside of those you can make yourself, please contact Spur's Community Support Department at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142.

### Open Door Policy

We recognize that employees may have suggestions for improving the workplace, as well as issuing complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with a member of Spur's Community Support Department. Employees should feel free to contact Spur's Community Support Department at [support@spurstaffing.com](mailto:support@spurstaffing.com) with any suggestions and/or complaints. If employees do not feel comfortable contacting Spur's Community Support Department or are not satisfied with the response, then they should contact Spur's Support Department at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142.

While we provide employees with the opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

This policy is not intended to prohibit employees from discussing terms and conditions of employment with others, reporting to the government possible violations of federal law or

regulation, or making other disclosures to the government protected under the whistleblower provisions of federal law or regulation.

## Workplace Conduct

### Standards of Conduct

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

- Falsification of employment records, employment information or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;
- Theft or the deliberate or careless damage of any company property or the property of any employee or Workplace;
- Use of company materials, supplies, tools, or products for personal reasons without advanced permission from the company or Workplace;
- Abuse of Spur's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring, or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by Spur or the Workplace.
- Carrying firearms, weapons, or dangerous substances at any time, on premises owned or occupied by Spur, unless state law provides otherwise. Note: This prohibition applies only to the extent allowed by applicable state law. In those states that specifically give the employee the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot, employees will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, employees are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building;
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by Spur or a Workplace;

- Excessive absences and/or last minute job cancellations without prior notice;
- Leaving work during normal working hours without obtaining permission from Spur or the Workplace;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave (where applicable). Note: For employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues;
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health, or security policy, rule, or procedure of Spur; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

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

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

#### Disciplinary Process

As noted above, employment with Spur is on an at-will basis. As a consequence, Spur may choose at any time to sever their relationship with you. However, Spur retains the discretion to resort to a progressive disciplinary protocol when it is deemed appropriate in order to correct ongoing behavioral or performance issues.

## Reporting and Anti- Retaliation Policy

### Spur Encourages A Speak Up Culture .

Choosing to speak up about workplace concerns helps build a healthy, ethical, and compliant company and is part of our culture. To promote that culture, Spur encourages employees to speak up and raise questions and concerns promptly about any situation that may violate our Code of Conduct, our core values, or our policies. At Spur, our people are our most valuable asset. It benefits all of us if we raise our concerns so Spur may consider them carefully and address them properly.

### Follow Spur's Commitment To Our Code And The Law

Spur is deeply committed to promoting a culture of ethical conduct and compliance with:

- Our code, core values, and policies;
- The laws, rules, and regulations that govern our business operations; and
- Best practices in accounting, auditing, and financial reporting matters.

We expect all of our employees, officers, directors, and agents to follow this commitment in all aspects of their work.

### Raise Good Faith Questions And Concerns About Conduct That May Violate Our Code

Consistent with our commitment to ethics, compliance, and the law, we welcome your good faith questions and concerns about any conduct you believe may violate our code, especially conduct that may be illegal, fraudulent, unethical, or retaliatory. For the purposes of this policy, and because our code captures standards of ethics and compliance at a broad level, references to our code should be read to encompass all of our obligations to perform our jobs in a manner that is consistent with Spur's policies and procedures, as well as applicable laws.

We promote an environment that fosters honest, good faith communications about matters of conduct related to our business activities, whether that conduct occurs within Spur; involves one of Spur's contractors, employees, suppliers, consultants, or Workplaces or involves any other party with a business relationship to Spur.

Other parts of this handbook address the confidentiality of Spur's trade secrets and other proprietary information. Employees should note that in raising any questions or concerns they may have about potentially illegal conduct, pursuant to the 2016 Defend Trade Secrets Act (DTSA), they will not be held liable for certain disclosures of trade secrets. More information on the DTSA can be found on page 25 of this handbook.

**Revised October 8th, 2023**

## The Company Does Not Tolerate Retaliation

Coming forward with questions or concerns may sometimes feel like a difficult decision, but we are committed to fostering an environment that does not deter individuals from speaking up when they observe conduct that may violate our code. For that reason, Spur will not tolerate retaliation of any kind because an employee in good faith raises a question or concern about a violation or suspected violation of our code, our policies, or the laws and regulations under which we do business, or because the employee participates in or cooperates with an investigation of such concerns.

Retaliation is any conduct that would reasonably dissuade an employee from raising, reporting, or communicating about good faith concerns through our internal reporting channels or with any governmental authority (e.g., the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from participating in or cooperating with an investigation or legal proceeding raising such concerns.

Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

The following are examples of potential retaliation that Spur prohibits:

- Adverse employment action affecting an employee's salary or compensation;
- Demotion, suspension, or termination of employment;
- Taking away opportunities for advancement;
- Excluding an employee from important meetings;
- Threatening an employee who has made a report;
- Directing an employee who has made a report not to report to outside regulators;
- Deliberately rude or hostile behaviors or speech; and
- Creating or allowing the creation of a work atmosphere that is hostile toward an employee who has reported a concern.

It is Spur's policy to adhere to all applicable laws protecting our employees against unlawful retaliation or discrimination as a result of their raising good faith questions or concerns. If you are ever aware of an instance or threat of retaliation, please immediately report it.

Please note that nothing in this policy prevents Spur from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. In addition, this policy prohibits and does not protect employees who knowingly and intentionally raise false concerns or reports.

**Revised October 8th, 2023**

## How to Raise Questions and Concerns

Employees can submit their good faith questions or concerns about conduct they believe may violate our code, our policies or the laws and regulations under which we do business to:

- Spur's Management Team;
- Spur's Support Department;

When an employee raises a concern, Spur will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review. Employees can submit concerns to [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142.

When raising concerns, we ask that employees provide as much detailed information as possible, including the background and history of the concern, names, dates, and places where possible, and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that Spur may conduct an appropriate review and, if necessary, begin an investigation.

Please note as well that Spur does not prohibit anyone from electing to report concerns, make lawful disclosures, or communicate with any governmental authority about conduct believed to violate laws or regulations.

## What Spur Will Do

Spur is committed to reviewing all reported concerns; conducting proper, fair, and thorough investigations tailored to the circumstances; and taking appropriate remedial and concluding steps as warranted. All action taken by Spur in response to a concern will necessarily depend on the nature and severity of the concern. This may include initial inquiries and fact-gathering to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. Note that an investigation into concerns raised is not an indication that they have either been confirmed or rejected. Spur complies with the law in conducting investigations. Spur also expects that employees will provide truthful information when participating in an investigation.

Remember, all good faith concerns and reports raised under this policy will be taken seriously.



### Adherence to This Policy

Employees who believe that they have been subjected to any conduct that violates this policy may register a complaint using the procedures outlined above. Any employee who unlawfully discriminates or retaliates against another employee as a result of his or her protected actions as described in this policy may be subject to corrective action, up to and including termination.

### Confidential Company Information

Spur's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside of Spur without proper authorization or purpose.

"Confidential information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to Spur's business that Spur has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, non-public information regarding Spur's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research and development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists, and methods of competing. Additionally, employees who have access to the following information should not disclose such information for any reason, except as required to complete job responsibilities, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial accounts, credit or debit card numbers, security and access codes, or passwords that would permit access to medical, financial, or other legally protected information.

Confidential information does not include information lawfully acquired by non-management 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, engage in collective bargaining, or engaging in other concerted activity for their mutual aid or protection.

In the event of inadvertent disclosure of confidential information, employees must immediately inform their supervisor. Any employee who is unsure whether information should be kept confidential should always check with his or her supervisor before disclosing the information.

This duty of confidentiality applies whether the employee is on or off Spur premises, and during and even after the end of the employee's employment with Spur. This duty of confidentiality also applies to communications transmitted through Spur's electronic communications system.

Nothing in this employee handbook prohibits an employee from communicating with any governmental authority; making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority; disclosing confidential information which the 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.

Further, employees are hereby notified that, under the 2016 Defend Trade Secrets Act (DTSA):

- No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that:
  - Is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or,
  - Is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and
- An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

### Personal Appearance and Grooming

The image Spur projects to the public is reflected in the appearance of our employees. Simply stated, employees should look neat, clean, and well-groomed and should be dressed appropriately for the Workplace environment. Employees are expected to use good judgment in

their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Spur will not discriminate unlawfully based upon a Workplace's preference. In all cases, Spur employees are expected to dress in a professional manner and practice good personal hygiene. Unless the Workplace requires a uniform or has alternative dress code requirements for a particular job, the following rules apply:

Spur employees are not allowed to wear the following: off the shoulder tops or dresses, spaghetti strap tops, midriff-baring tops, short shorts, or skirts. All clothing must be sufficient enough to conceal any and all undergarments. At no time should skin show between the bottom of the shirt and the top of pants or skirts. All jeans, pants, and trousers must be secured at waist level. Sagging is strictly prohibited. Jeans, pants, and trousers are not to have rips or tears that expose undergarments.

Shoes with soles are required at all times. Open toed shoes, house slippers, and shoes with wheels are not permitted. Except for religious purposes, hats and head coverings may not be worn, unless otherwise requested/allowed by the Workplace.

Slogans or advertising on clothing, jewelry, accessories, hats, or buttons that is discriminatory, contains inappropriate content, is profane and/or obscene in nature, or disrupts the nature of the Workplace is prohibited.

All intentional body modifications or alterations for the sole purpose of achieving a visible physical effect that detracts from a professional work setting is prohibited. Other than traditional ear piercings for males and females, all facial piercings (tongue, nose, eyebrow, lip, cheek, and ear gauging) are strictly prohibited, unless otherwise requested/allowed by the Workplace. All body art should be discreetly covered to the best of your ability during your assignment. Jewelry, spacers, retainers, or plugs are not permitted in any body piercing while working, unless otherwise requested/allowed by the Workplace.

Spur reserves the right to deny employment or placement to individuals who have piercings or body art that it believes may constitute a distraction to the work environment, except as may be required by law.

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All employees should practice common sense rules of neatness, cleanliness, and comfort.

- When jeans are appropriate for the position, the jeans must be in good condition.
- Tank tops, t-shirts, jogging suits, tennis shoes, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweatpants, and other similar apparel are generally not permitted.
- Personal appearance should include good personal hygiene, clean hair, and well-maintained facial hair (if applicable).
- Jewelry may be restricted for safety reasons, based on the position.

We encourage employees to seek the advice of a Spur Support Representative at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142 if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that nonexempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

#### Spur Uniform Policy

Certain jobs available through Spur may require the employee to wear a uniform. Upon issue, company uniforms become the responsibility of the employee for maintenance and care. While normal wear and tear is expected, excessive damage or loss of Workplace uniforms may result in disciplinary action.

Employees are required to return all issued uniforms upon termination of employment with Spur or removal from the Workplace. If all issued uniforms are not returned, Spur will deduct the cost of the uniforms from the employee's final paycheck (except where such deductions are prohibited by state law).

#### Religious, Medical, and Disability Accommodations

In accordance with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act, Spur will reasonably accommodate an employee's religious beliefs, medical condition, or disability by making exceptions to this Personal Appearance and Grooming policy. Employees who need such an accommodation should contact Spur Support at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142.

#### Attendance and Punctuality

Employees are expected to be regular in attendance and to be punctual. Any tardiness or absence causes problems for fellow employees and supervisors. If employees are absent, their workload must be performed by others, just as they must assume the workload of others who

are absent. To limit problems caused by employee absences or tardiness, we have adopted the following policy that applies to absences not previously approved by Spur:

Employees are expected to report to work as scheduled, be on time, and be prepared to start work immediately upon arrival. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, when required to leave on authorized company business, or otherwise authorized to leave. Non-approved late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

If employees are unable to report for work (or report for work on time) on any particular day, they must call their supervisor at least 24 hour(s) or as soon as practical, before the time the employee is scheduled to begin working for that day. Spur may inquire about the general reason for an absence or tardiness. Unless extenuating circumstances exist, employees must call in on each and every day they are scheduled to work but will not report to work.

Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination of employment, unless the absence or tardiness is legally protected. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation and other forms of paid time off;
- Sick leave provided under a mandatory sick leave law;
- Approved leaves of absence, including jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave provided under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, Spur will not subject employees to disciplinary action or retaliation for an absence or tardiness that is legally protected. If an employee believes he or she has been mistakenly subject to disciplinary action for an absence or tardiness that the employee believes is legally protected, the employee should promptly discuss the matter with Spur Support by contacting [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142.

If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving.

Absent extraordinary circumstances or a legally protected reason, if employees fail to report for work without any notification to their supervisor and their absence continues for a period of three

days, Spur will consider that the employee has abandoned and voluntarily terminated his or her employment with Spur, except as otherwise provided by law. In addition, if an employee of Spur does not work for a period of 90 consecutive days, absent a legally protected reason, Spur will consider that the employee has abandoned and voluntarily terminated his or her employment with Spur, except as otherwise provided by law. This policy is not intended to limit an employee's right to engage in a lawful strike, work stoppage, or other conduct protected by Section 7 of the National Labor Relations Act.

### Personal Electronic Devices

Although Spur permits employees to bring personal electronic devices, including cellular phones, smartphones, and personal digital assistants, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and other use of personal electronic devices during non-working time, including meal and rest breaks. Outside of this time, personal phone calls and communications should be kept to a minimum and for emergencies only. It is against company policy to take photographs and/or videos while on duty or on the premises of Spur or a Workplace. Violations of this policy may result in disciplinary action, up to and including termination.

### Personal Calls

While employees are at work, they are expected to perform their job duties and responsibilities. Personal calls should be made during meal and break periods while the employee is not responsible for any work related duties.

### Contact With the Media

To ensure that Spur communicates with the media in a consistent, timely, and professional manner about matters related to Spur, employees should notify Spur's Community Support Department at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142 if they have been contacted by the media to speak on behalf of Spur. Do not respond to media inquiries on Spur's behalf. This rule does not prevent employees from speaking with the media, but they should not attempt to speak on behalf of Spur unless they have specifically been authorized to do so by an officer of Spur.

## Social Media

Spur recognizes that many employees engage in social media activity. For the purposes of this policy, social media activity includes all types of postings on the internet, including, but not limited to, posting on social networking sites, such as Facebook, Instagram, LinkedIn, and Tumblr; blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter; and postings of video or audio on media-sharing sites such as YouTube. Social media activity also includes permitting, or failing to remove, posts by others whenever the employee can control the content of the posts, such as on a personal page or blog.

Please remember that the information that you post on your social media accounts is not always private and can be viewed by others. Because of that, please be mindful of the information you post. Please note that this social media policy is not intended to interfere with your right to engage in protected speech, but to assist you in making responsible decisions about your use of social media.

Ultimately, you are solely responsible for what you post online. Spur will not be held liable for any repercussions that employees' self-directed content may generate. So, before you post online content, please consider refraining from conduct that adversely affects your work performance, the performance of fellow employees, or otherwise adversely affects any Workplace. Inappropriate postings that may include discriminatory remarks, harassment, cyber-bullying, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination of employment.

Social media posts that disclose confidential business information (including, but not limited to, financials, sales data, internal network information, internal operations, legal matters, and customer data) and/or trade secrets of Spur or any Workplace are prohibited. Discriminatory remarks towards another person, harassment, and threats of violence or similar inappropriate or unlawful conduct is strictly prohibited. Dishonorable content such as racial, ethnic, sexual, religious, and physical disability slurs are not tolerated and will be subject to immediate repercussions, including termination of employment.

You should not utilize social media during work hours; your focus should be on the duties of your position. Likewise, you must refrain from using social media via equipment Spur and/or the Workplace provides, unless it is work-related as authorized by Spur or the workplace.

For any Spur job that involves a Workplace that serves children, it is imperative that an appropriate, strictly-professional relationship be engendered between Spur employees and the

children served. At no time is it appropriate to add a child to your personal social networking site



or to engage in social media discussions with children. Furthermore, taking videos or photographs of students, faculty, and staff is strictly prohibited. It is recommended that Spur employees working in school-based assignments become familiar with, and adhere to, the schools internal policies and procedures for engaging with students.

### Application

This policy applies to all employees and applies to social media activity that relates in any way to Spur's business, employees, Workplaces, vendors, or competitors or that identifies an employee's affiliation with Spur (other than as an incidental mention of place of employment in personal social media activity unrelated to Spur).

Spur's policies with respect to nondiscrimination, anti-harassment or retaliation, and protection of confidential company information apply to social media usage.

### Scope

This policy applies to social media activity when on or off duty, while using Spur's or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym.

Spur respects your right to communicate on your own (or other employees') behalf concerning terms and conditions of employment. Nothing in this policy is intended to interfere with your rights under federal and state laws, including the National Labor Relations Act, nor will Spur construe this policy in a way that limits such rights.

### Conflicts of Interest

Employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Acting as a director, officer, consultant, agent, or employee of a supplier, Workplace, competitor, or any entity that engages in business with Spur;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, Workplace, competitor, or any entity that engages in business with Spur;
- Receiving from or giving to any supplier, Workplace, or competitor gifts, gratuities, special allowances, discounts, or other advantages not generally available to employees of Spur;
- Having any significant direct or indirect personal interest in a business transaction involving Spur;

- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's services for Spur; or
- Influencing commercial transactions involving purchases, contracts, or leases in a way that would have a negative impact on Spur or its business.

If an employee finds that he or she has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the employee is in doubt concerning the proper application of this policy, he or she should promptly discuss with Spur's Support Department and refrain from exercising responsibility on Spur's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits employee affiliations or activities communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

#### Outside Employment

Spur respects each employee's right to engage in activities outside of employment, such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this employee handbook or adversely affect the employee's ability to perform his or her job. Under certain circumstances, if an employee's personal conduct begins to adversely affect his or her performance on the job, or begins to make it impossible for him or her to carry out any or all of his or her job duties while at work, appropriate disciplinary action, up to and including termination of employment, may be appropriate.

An example of an activity that might adversely affect an employee's ability to perform his or her job duties is outside employment. While Spur does not prohibit employees from holding other jobs, the following types of outside employment are prohibited:

- Employment that conflicts with the employee's work schedule, duties, and responsibilities or creates an actual conflict of interest;
- Employment that could create a "joint-employment arrangement" between Spur and Spur's Workplaces

- Employment that impairs or has a detrimental effect on the employee's work performance with Spur;
- Employment that requires employees to conduct work or related activities during working times or using any of Spur's tools, materials, or equipment; and
- Employment that directly or indirectly competes with the business or the interests of Spur.

For the purposes of this policy, self-employment is considered outside employment.

Spur will not assume any responsibility for employees' outside employment. Specifically, Spur will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

## Time Off and Leaves of Absence

### Re-employment following breaks in service

Because Spur provides employees to directly perform services for Workplaces, our employees often experience short breaks in service due to weather events, established and customary vacation periods and holiday recesses, and summer breaks. During such breaks in service, Spur employees do not receive compensation. Spur is not obligated to monitor the posting of jobs, the source of jobs, the number of jobs posted or their frequency, or the acceptance of jobs by employees. You agree that Workplaces solely control access and availability of jobs in their discretion. Spur does not guarantee any amount of available jobs, as availability is fully dependent on Workplace demand, which may drop off at any time for any reason. However, Spur hereby provides reasonable assurance that employees working in a particular capacity at the time that such a break in service commences will return to work in that same capacity at the end of the break in service, unless Spur otherwise informs the employee in writing or via written electronic communication. This policy statement is not contractual and nothing in this policy alters the nature of the "at-will" relationship between Spur and its employees.

### Sick Leave

An employee is eligible for paid sick leave if the employee's workplace has opted to provide Paid Sick Leave, or is required by local regulations to provide Paid Sick Leave. It is to be used only when actually required for one of the purposes described in this policy; sick leave must not be used for miscellaneous personal absences or to increase paid time off. Sick leave is accrued at a rate of one hour for every 30 hours worked, up to a maximum of 48 hours. Paid sick leave is available for employees to care for their health and the health of their family members, or for

any reason approved by local regulations. For employees eligible for sick leave, accrual begins on the first day of work, and is available for use no later than 60 days from hire date, unless prohibited by local regulations. In the event you are sick and have no accrued sick leave available, you may be eligible to take unpaid time off. Sick leave can be taken in 15 minute increments, and is paid out at the pay-rate associated with the shift that the sick leave is replacing. Sick leave is not considered hours worked for the purposes of calculating overtime. Spur may request a note from your (or your family member's, as applicable) health care provider to confirm the need for leave. Unless local regulations or customer specifications require otherwise, accrued sick leave hours may not be carried over from one year to the next, and are not paid out to the employee upon separation, but any remaining balance will be reinstated if the employee rejoins Spur within one calendar year.

### Family and Medical Leave Act (FMLA)

This policy summarized the federal Family and Medical Leave Act (FMLA). Eligible employees may request a leave of absence under the FMLA for the purposes, and subject to the terms and conditions, described below. Where state and local leave laws offer greater protections or benefits to employees, the protections and benefits provided by such laws shall govern. To the extent permitted by law, such leaves shall run concurrently with an employee's federal leave rights under the FMLA.

### Employee Eligibility

To be eligible for FMLA leave benefits, employees must: (1) have worked for Spur for a total of at least 12 months (not necessarily consecutive); (2) have worked at least 1,250 hours over the previous 12 months immediately prior to the start of the leave; and (3) have worked at a location where at least 50 employees are employed by Spur within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA leave, they should contact a Spur Community Support Representative at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142.

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### Reasons for Leave

Because employees' legal rights and obligations may vary depending upon the reason for FMLA leave, it is important to identify the purpose or reason for the leave. FMLA leave may be used for one of the following reasons:

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

### Definitions

- "Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.
- "Parent," for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- "Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as provided by applicable law.
- "Covered Servicemember" means (1) a current member of the Armed Forces, including a member of the National Guard or a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the

individual medically unfit to perform his or her military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who is undergoing medical treatment, recuperation, or therapy for a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

- "Spouse" means the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This includes common law marriage or same sex marriage in places where these marriages are recognized. The definition does not include registered domestic partners.
- "Qualifying exigency" includes the need for an employee to take time off work to address issues related to short-notice deployment, make arrangements for alternative child care, attend certain school activities, handle certain financial or legal arrangements, attend certain counseling sessions, attend military ceremonies or informational briefings, to spend short periods of time for rest and recuperation during the period of deployment, or participate in certain post-deployment activities or parental care leave.
- A "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents qualified family members from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to chronic condition. Other conditions may meet the definition of continuing treatment.
- "Key employee" means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's workplace.

### Length of Leave

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

The maximum amount of FMLA leave for an employee wishing to take Military Caregiver Leave will be a combined leave a total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date. If both spouses work for Spur and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

All time off that qualifies as family and medical leave will be counted against the employee's federal and, if applicable, state family and medical leave entitlement to the fullest extent permitted by law.

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

### Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work. Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than 15 minutes. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt Spur's operations. Please contact Spur's Support Department prior to scheduling medical treatment. If FMLA leave is taken intermittently or on a reduced schedule basis due to

planned medical treatment, we may require employees to transfer temporarily to an available



alternative position for which the employee is qualified, with equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

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

#### Notice and Certification

##### *Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements*

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by Spur's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues for an employee's or a family member's serious health condition, a completed Certification of Health Care Provider form no later than the date the leave begins or within 15 calendar days of Spur's request, whichever is later (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (if required by law); and
- Periodic reports during the leave.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, Spur asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise. "Genetic information", as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member

receiving assistive reproductive services. If you have any questions about the information to be provided, please contact Spur's Support Department.

Certification forms are available in the Frequently Asked Questions section of the Spur app. Spur will notify the employee if the certification is incomplete or insufficient, and provide the employee seven calendar days to correct the deficiency. We reserve the right to contact the health care provider to seek authentication or clarification of information in the certification, as needed. At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with Spur in obtaining the additional medical opinions that we may require.

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

Before returning to work at the conclusion of leave due to the employee's own serious health condition, the employee is required to provide a certification from his or her health care provider regarding the employee's fitness for duty.

#### *Military Emergency Leave Requirements*

Employees are required to provide:

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

Certification forms are available in the Frequently Asked Questions section of the Spur app.

#### *Failure to Provide Notice or Certification and to Return From Leave*

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's

expiration and has not obtained an extension of the leave by Spur, Spur may presume that the employee does not plan to return to work and has voluntarily terminated his or her employment.

#### Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, Spur may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, Spur may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification have changed significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) Spur receives information that casts doubt upon the employee's stated reason for the absence. In addition, Spur may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by Spur will be at the employee's expense.

#### Compensation During Leave

Generally, FMLA leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or short-term disability. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and Spur's policy. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period.

#### Benefits During Leave

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

An employee's length of service as of the leave will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid FMLA leave.

### Job Reinstatement

Under most circumstances, employees who return to work immediately after the end of an approved family and medical leave will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment, as required by law. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or his or her position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

### Confidentiality

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

### Fraudulent Use of FMLA Prohibited

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

### Nondiscrimination

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

### Additional Documentation

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) can be accessed [here](#).

Employees should reference Spur's FAQs for more information on FMLA. For any questions outside of the information provided please contact Spur Support at 866-957-9142 or [support@spurstaffing.com](mailto:support@spurstaffing.com).

### State Law

A number of states have family and medical leave laws that provide leave benefits which exceed those available to employees under the FMLA. Please be sure to reference your specific state supplement found at the end of this handbook for additional information on laws specific to your state. Additional information can also be found in Spur's FAQ section.

### Military Leave

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

USERRA establishes a "floor" for employees' rights with respect to military leaves. States may provide an employee with greater or additional rights with respect to military leaves than those under USERRA. If the employee works in a state that provides rights greater than those provided under USERRA, Spur will provide those rights. If an employee plans to request leave based on military service, he or she should contact Spur Support at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142.

### Eligibility for Leave

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

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

#### Notice of Leave

Advance notice of leave is required, preferably in writing, as far in advance is reasonable under the circumstances, but never less than 30 days in advance of the leave, unless giving notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide a Spur Community Support Representative with as much advance notice as possible of any anticipated leave of absence for military service.

#### Compensation and Benefits During Leave

All military service leave shall be unpaid. Accrued, unused vacation, or PTO (if applicable) will be paid during military leave at the employee's request. An eligible employee is entitled to continued health insurance benefits for the lesser of 24 months or the duration of the military leave. Spur will pay the employer contribution amount for the first 30 days of leave, if applicable. On the 31st day, Spur will offer continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) in accordance with applicable law. Upon reemployment, the employee's retirement benefits will be treated as if the employee had worked throughout the military service leave, in accordance with applicable law and plan documents.

#### Reinstatement

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed his or her service on a basis that is not dishonorable or otherwise prohibited under USERRA. In addition, the employee must report for reemployment within the following time periods:

Employees whose military service will be for fewer than 31 days must report back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest. If it is impossible or unreasonable for the employee to report within this time period through no fault of his or her own, the employee must apply as soon as possible.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service, after allowing for a period of safe travel home and eight hours of rest. If it is impossible or unreasonable for the employee to report within this time period through no fault of his or her own, the employee must apply as soon as possible.

Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

If the employee suffers a service-connected injury or illness, Spur will extend the applicable deadline for up to two additional years while the employee is hospitalized or convalescing.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of re-employment rights.

In general, an employee returning from military leave of 90 days or less will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence, so long as the employee is qualified for the position. If an employee returns from a military service leave lasting 91 days or more, he or she will be reemployed in the position and seniority level that he or she would have attained had there been no military leave of absence, or a position of like seniority, status, and pay, as long as he or she is qualified for the position. If an employee returns from leave but is not qualified for a given position, Spur will provide training to assist the employee in the transition back to the workforce.

Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate he or she would have attained if no military leave had been taken.

#### For Cause Termination

When an employee returns from military service, Spur may terminate him or her in accordance with the following guidelines and applicable law:

- Military service leave for 31 to 180 days: if the employee's leave lasted for 31 to 180 days, Spur will only terminate the employee for cause during the first 180 days of reemployment; and

- Military service leave for 181 days or more: if the employee's leave lasted for 181 days or more, Spur will only terminate the employee for cause during the first year of reemployment.

Spur may terminate an employee "for cause" due to an employee's misconduct, or any other legitimate, non-discriminatory reason. Nothing in this section prevents Spur from disciplining an employee whose conduct is in violation of Spur policy.

#### Jury and Witness Duty Leave

We encourage employees to serve on jury or witness duty when called. Employees must notify a Spur Community Support Representative of the need for time off for jury or witness duty upon receipt of a subpoena, notice, or summons from the court. Time off for jury or witness duty will be unpaid except where required otherwise by applicable state law and except that exempt employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty. Spur will comply with all state laws regarding pay for jury leave. Any mileage allowance, fees, etc. paid for jury or witness duty will be credited against any payments made to employees by Spur.

Employees may be required to provide verification of jury duty or witness service from the court clerk. Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

#### Time Off to Vote

Spur encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift. If employees who are eligible to vote do not have sufficient time to vote, however, that employee should discuss the matter with a Spur Community Support Representative. Spur will comply with all applicable state and municipal voting time laws.

#### Bereavement Leave

Employees may take time off to attend the funeral and make any necessary arrangements due to the death of an immediate family member, except where allowed additional time off for bereavement under applicable state law. "Immediate family members" consist of the employee's spouse, domestic partner, children, step-children, siblings, parents, step-parents, grandparents, grandchildren; or the child, siblings, or parents of the employee's spouse or domestic partner.



Employees must notify their supervisor as soon as possible if they need to take bereavement leave.

### Other Leaves of Absence

Many states require employers to provide their employees with additional leaves of absence, such as pregnancy disability leave, bone marrow donor leave, and school activities leave. Please check the applicable state supplement to this employee handbook for additional information and contact a Spur Community Support Representative with any questions.

## Pay Practices

### Payment of Wages

Employees will be paid weekly on Fridays by direct deposit. Each pay period covers the previous week's time Monday through Sunday.

If the regular payday falls on a company-recognized holiday, then employees will be paid on the work day before the regular payday. The Workplace sets the hourly pay rate for jobs booked through Spur (subject to certain minimum limits as required by Spur). Pay rates may be assigned on a daily basis for a full or half day worked, or by an hourly rate.

Once you have accepted a job through our Site, you will be prompted to start and end the job through the Site to record time worked. After you have completed a job and indicated its completion, and after the Workplace has reviewed the time worked, funds shall be paid weekly to you in the amount agreed upon between you and the Workplace at acceptance of the job.

Depending on the law within your state, enrollment in direct deposit may be mandatory. For states where direct deposit cannot lawfully be made mandatory, enrollment in direct deposit is deemed voluntary, upon your written authorization, and is not a condition to hire or continue employment with Spur. Otherwise, employees are paid by check. Failure to enroll in direct deposit will not adversely affect the terms or conditions of your employment with Spur in any way. If you wish to enroll in direct deposit, you may select the financial institution that receives the deposit.

Occasionally, a shift may be canceled by a workplace prior to the start time due to circumstances outside the control of Spur. Under such circumstances, Spur does not provide compensation.

### Paycheck Deductions

Spur is required by state and federal laws to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security. Depending on the state in which you are employed and the benefits you elect, additional deductions may occur.

The pay of some nonexempt employees may be subject to deductions for items such as tools or uniforms. Such deductions will be made in accordance with state and federal law, and will require written authorization from the employee.

The amount of all deductions will be listed on the employee's pay stub which is available for view by the employee within Spur's app.

### *Exempt Employees - Safe Harbor Provision*

All employees who are classified as exempt are paid on a salary or fee basis. Exempt employees' salaries or fees are established at the time of hire, or when the employee is classified as exempt. Spur cannot reduce an exempt employee's compensation because of variations in the quality or quantity of the employee's work. Subject to the limited exceptions listed below, an exempt salaried employee will receive his or her full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Unless prohibited by state or local law, Spur may reduce an exempt employee's salary:

- If the exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- If the employee is absent for one or more full days due to sickness or disability and the deduction is made in accordance with Spur's bona fide plan, policy, or practice of providing compensation for salary lost due to sickness or disability;
- To offset jury fees, witness fees, or military pay;
- For penalties imposed in good faith for infractions of safety rules of major significance;
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- In the first or last week of employment (to reflect time actually worked);
- For weeks in which an employee takes unpaid leave under the Family and Medical Leave Act.

### *Compensation Errors and Obtaining More Information*

If any employee, exempt or nonexempt, finds an error in their paycheck, please contact a Spur

Community Support Representative via email at [support@spurstaffing.com](mailto:support@spurstaffing.com) as soon as possible. If

the error is determined to be caused by Spur, we will attempt to rectify the error and adjust the paycheck as soon as possible.

In the event that your submission of time is late for any reason, your paycheck will be delayed until the following pay period, unless otherwise required by law.

Spur complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by Spur, even if the reports do not reveal any errors or wrongdoing.

### Work Schedules

Spur's corporate office is normally open for business from Monday through Friday, from 8:00a-5:00p CST with phone support available from 5:30a-7:00p CST. The hours of operation for Spur's worksites will vary by location and are not necessarily the same as Spur's corporate hours of operation. You will be able to access your work schedule through Spur's app.

All employees are expected to be at their desk or designated work area at the start of their scheduled shift, ready to perform their work.

Supervisors will schedule meal and rest periods as appropriate. Spur complies with federal and state laws in this regard.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

### Meal and Rest Breaks

It is Spur's policy to comply with all laws regarding meal and rest breaks.

Rest breaks of short duration (lasting between five and 20 minutes) will be counted as "hours worked" and paid accordingly. Meal breaks lasting 30 minutes or more are not considered "hours worked" for purposes of federal law and will not be paid for nonexempt employees.

Employees will be provided reasonable break time to express milk while at work, as frequently as the employee needs to express milk, for up to one year following the birth of a child. If possible, employees should use usual break and meal periods for expressing milk. If this time is not adequate, employees will be provided with other unpaid reasonable break time to express milk.

## Timekeeping Policy

Once a Spur employee has accepted a job through the Site, the employee will start and end each job through the Site to record time worked. If internet service is not available at a job location at time of clock in and clock out, the employee will have the ability to manually enter time worked once internet service is restored or available. Once time worked has been entered, you have 24 hours to make any adjustments to the entered time. Workplaces have a similar period of time to monitor and dispute any time recorded (or, in some cases, we may have agreed with a Workplace that it will have a longer time, such as by Tuesdays at 5:00 p.m. Central Standard Time). Any undisputed time will be released for the standard pay period. Disputed time will not be released for the standard pay period until the dispute has been resolved.

You should clock out at time of meal periods of thirty (30) minutes or more where you are completely relieved from duty for the purpose of eating regular meals.

Time and attendance fraud is not tolerated and may result in disciplinary action, up to and including immediate termination.

## Nonexempt Employees

Employees who are classified as nonexempt must accurately record all time they work each day, including arrival, departure, and meal and break times.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report all time worked and not work any time that is not authorized by Spur or the Workplace. This means nonexempt employees must not start work early, finish work late, work during an unpaid meal break, or perform any other extra or overtime work unless directed in writing to do so and they record the hours of work. Employees who have questions about when or how many hours they are expected to work should contact Spur's Support Department at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142.

It is a violation of Spur's policy for anyone to instruct, suggest, or encourage another employee to work "off the clock," (i.e., to perform work without properly recording the hours for that work), to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to work "off the clock", to incorrectly report hours worked, or to alter another employee's time records, or is aware of any other violation of Spur's timekeeping policies, he or she should report the incident immediately to a Workplace supervisor or

someone from Spur's Community Support Department. Spur strictly prohibits retaliation against any employee who makes a complaint.

### Exempt Employees

All Spur employees are NON-EXEMPT unless that employee is given an offer letter specifically stating that they are EXEMPT.

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave, or vacation.

Under no circumstances is "compensatory time" permitted for any Spur employee.

### Pay Practices

The standard workweek for Spur is from 12:01 a.m. Monday through midnight Sunday, in the time zone in which the job is being performed (or, if performed virtually or remotely, in the location of the Workplace's headquarters). It is the intent of Spur to maintain a maximum work week of 38 hours for all non-exempt employees. However, times may arise when employees are required to work in excess of 38 hours during a given workweek. It is expected that employees will comply when occasions arise where they are asked to work more than 38 hours in a workweek. The standard pay period for Spur is weekly every Friday. Each payday, a statement of earnings will be available for viewing through our Site. This statement lists your gross wages and any deductions taken from it. Common deductions include federal and state income tax, Social Security contributions, any insurance premium payments, if applicable, and any court ordered garnishment, if applicable. It is your responsibility to check this statement carefully every week and report any questionable deductions or mistakes to Spur immediately.

Completed shifts from the previous workweek are reviewed by Workplaces generally within 24 hours following the end of the workweek (or in limited cases where it has been specifically agreed between Spur and the Workplace, they may have until 5:00 p.m. Tuesday Central Standard Time to review). Spur employees are responsible for ensuring that all time cards associated with days worked are completed and submitted in a timely fashion. Any time cards that are not completed within 30 days will be closed. If after 30 days a Spur employee wishes to inquire about a closed time card they will need to contact Spur Support at [Support@spurstaffing.com](mailto:Support@spurstaffing.com) and an investigation into the matter can be conducted.

Spur endeavors to always pay its employees the appropriate wages and salaries, including overtime compensation, and Spur prohibits improper deductions of wages or salaries to any employee. Any Spur employees found responsible for intentionally making improper deductions

will be subject to discipline, up to and including termination of employment in appropriate circumstances. If any employee believes that their salary or wages have been improperly deducted, such employee should immediately contact Spur's Community Support Department for a full review of the situation. If it is determined that an inadvertent improper deduction has been made, Spur will reimburse the employee and make a good faith commitment to avoiding improper deductions in the future.

### Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Employees are expected to work overtime as requested by Spur and the Workplace. Spur will endeavor to give employees advance notice of the need for overtime; however, such notice may not always be feasible. Nonexempt employees will be paid one and one-half (1.5) times their regular hourly rate of pay for each hour worked in excess of 40 in a given workweek or as otherwise required by applicable state, federal, and/or local law. Exempt employees are not eligible for overtime pay.

All overtime work must be authorized in advance in writing by the Workplace and Spur. Working overtime without prior authorization may result in disciplinary action.

For overtime pay calculation purposes, the work day begins at the stated start-time for your shift and ends at the stated end-time of your shift, and the workweek is a consecutive seven-day period from 12:01 CST Monday through midnight CST Sunday. Paid time off, company-observed holidays, and personal leave do not count as hours worked for calculating overtime.

### Business Travel and Reimbursement

When pre-approved, the actual cost of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by Spur. Employees are expected to limit expenses to reasonable amounts and document all expenses with receipts. Reimbursement of non-standard expenses (including the purchase of alcoholic beverages) incurred on business trips is within the sole discretion of Spur. If an employee receives an excess reimbursement, the employee must report and return any excess amounts to Spur within 14 days.

Employees should ask Spur's Community Support Department for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Exempt employees will be paid their regular salary for any week in which they travel.

Nonexempt employees will be paid for travel time in accordance with company policy and with federal and state wage and hour laws.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

## Employee Benefits

### Benefits Overview

Spur reserves the right to determine whether, and to what extent, employee benefit plans or programs (if any) are offered to employees. Details of available benefit plans or programs will be provided during the onboarding process or on the date at which an employee becomes eligible to enroll.

Spur seeks to satisfy its obligation to offer qualifying health insurance coverage to eligible full-time employees under the employer shared responsibility requirements of the Affordable Care Act (ACA). For purposes of the ACA, you are considered a variable hour employee, which means that it is not clear whether you will work at least 30 hours per work week on average. You may qualify as a full-time employee under the ACA if, when your hours are measured during your first year of employment with Spur, or measured during any 12-month look-back period that begins on or after your date of hire with Spur, you average at least 30 hours per week. Any such determination will be made in accordance with the policies and procedures adopted by Spur. We will notify you if you become eligible to enroll in health insurance coverage. Under no circumstances will you be entitled, as a result of accepting or performing any job for a Workplace, to participate in the benefit plans or programs of that Workplace.

### Same-Sex Marriages, Civil Unions, & Domestic Partnerships

Spur complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses, domestic partners, and couples in a civil union. Employees should contact Spur's Community Support Department at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142 if they have any questions regarding benefits eligibility for themselves or their spouses, domestic partners, or partners in a civil union.



## Disability Benefits

Short-term disability benefits are offered on a voluntary basis as well as in compliance with state required disability benefits.

## Workers' Compensation

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. Spur provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

## Reporting Work-Related Injury or Illness

If you are injured on the job, you must notify Spur immediately and submit an Incident Report Form to Spur's Community Support Department at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142. In addition to completing the Incident Report Form, you will also need to report for drug and alcohol testing, in accordance with applicable law, at a location designated by Spur as part of this process.

Spur strives to assist employees to return to work at the earliest possible date following an injury or illness. However, this policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation or covered under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA).

Inquiries about the ADA or FMLA should be directed to a Spur Community Support Representative via email at [support@spurstaffing.com](mailto:support@spurstaffing.com).

## Return to Work

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work. Spur defines "transitional work" as temporary, modified work assignments within the employee's physical abilities, knowledge, and skills.

When possible, transitional positions will be made available to injured employees to minimize or eliminate time lost from work. Spur cannot guarantee a transitional position and is under no obligation to offer, create, or encumber any specific position for purposes of offering placement

to such a position.

This policy only applies to regular full-time, part-time, and temporary employees who are on leave as a result of injury or illness and who are receiving workers' compensation benefits.

In the event an employee refuses transitional work (outside the employee's FMLA benefits period) and the employee satisfies the restrictions and ability to perform the transitional position, Spur is not obligated to provide an alternative position. In such cases, Spur will notify the insurance carrier of the employee's refusal of the transitional work.

### Fraud

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

## **Safety and Security**

### Drug Free Workplace

This policy provides information regarding the Company's commitment to comply with all federal and state legal statutes pertaining to a drug-free workplace. The Company firmly believes that every employee deserves a safe and productive work environment free from the effects of drug abuse. Any employee involved in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance on Company premises or work sites, or working under the influence of such substance, may be subject to disciplinary action, up to and including termination of employment. Prescription drugs or over-the-counter medications, taken as prescribed, are an exception to this policy, unless it impairs the employee's ability to work.

### Medical Marijuana

While some states allow for the medical use of marijuana to treat or alleviate certain debilitating medical conditions, the Company does not allow for an employee to be actively under the influence at work. If you believe that you need an accommodation for the use of medical marijuana at work, please contact Human Resources. To the extent prohibited by applicable law, the Company will not discriminate against employees solely based on their status as medical marijuana patients.

## Reporting

Employees convicted under a criminal drug statute must report the conviction to the Company within five (5) days after they receive it. Violation of this rule could be cause for immediate termination. Employees should report known or suspected violations of this drug-free workplace policy to Spur Support at 866-957-9142 or [support@spurstaffing.com](mailto:support@spurstaffing.com).

## Drug Testing Based on Reasonable Suspicion

In accordance with applicable law, individuals whose performance or behavior while on Company property or elsewhere while conducting Company business that gives rise to a “reasonable suspicion” that the individual has violated the prohibitions of this policy may be required to undergo immediate medical evaluation to determine fitness for duty and appropriate drug [or alcohol] testing. The Company may administer drug [or alcohol] testing when an employee exhibits signs of impairment during work. The individual will not be allowed to work until the Company receives the test results. The Company has sole discretion to determine whether any situation warrants testing, and this policy does not prevent the Company from taking action without testing.

## Workplace Violence

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

The prohibition against threats and acts of violence applies to all persons involved in the operation of Spur, including, but not limited to, Spur or a Workplace’s employees and other personnel, contract and temporary workers, consultants, contractors, Workplaces, vendors, visitors, and anyone else on Spur’s or a Workplace’s premises.

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

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

Workplace violence is any intentional conduct that is sufficiently severe, abusive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile,

**Revised October 8th, 2023**

abusive, or intimidating work environment is created for one or several employees.

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

- Threats or acts of violence occurring on Spur's or a Workplace's premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Spur's or a Workplace's premises involving someone who is acting in the capacity of a representative of Spur;
- Threats or acts of violence occurring off Spur's or a Workplace's premises involving an employee if the threats or acts affect the business interests of Spur;
- All threats or acts of violence occurring off Spur's or a Workplace's premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Spur's or a Workplace's premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of Spur, or an individual performing services for Spur on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of Spur.

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

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

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

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to a Spur Community Support Representative at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142.

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

### Weapons in the Workplace

Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Spur or our Workplaces without proper authorization.

### Workplace Bullying

Spur does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

Workplace bullying is the use of force, threats, or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning and harmful derogatory remarks, insults, and epithets;
- Verbal or physical conduct that is threatening, intimidating, or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotaging, or deliberately subverting, obstructing, or disrupting another person's work performance.

Cyberbullying refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet, pager, or other device that transmits electronic information, regardless of whether the device is owned by or located at Spur or connected to Spur or Workplace network. Cyberbullying is also prohibited.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak

with others, engage in workplace debates, and protest about their terms and conditions of employment.

### Reporting and Response

Employees who are subject to, or witness, workplace bullying are encouraged to notify a Spur Community Support Representative at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142. Spur will promptly investigate the complaint. Spur will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, Spur will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling, and other actions. Spur will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

### Anti-Retaliation

Spur strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating in good faith in an investigation of bullying.

### Emergency Procedures

It is important that you familiarize yourself with Emergency Procedures for Spur and each Workplace at which you are assigned. In an emergency, please contact Spur's Community Support Department (or, where appropriate, your Workplace supervisor).

### Company's Right to Search

Spur wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Spur prohibits the control, possession, transfer, sale, or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices are provided for the convenience of employees but remain the sole property of Spur and the Workplace. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of Spur at any time, either with or without prior notice. Employees should not have any expectation of privacy with respect to Spur or Workplace property.



In addition, to ensure the safety and security of employees and customers, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving company premises or workplace. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc.

These items are subject to inspection and search at any time, with or without prior notice. We also may require employees to agree to reasonable inspection of their personal property and/or person while on the job or on Spur's premises. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or turning out his or her pockets, etc. in the presence of a representative of Spur or a Workplace, typically a management employee of the same gender. Spur will not tolerate any employee's refusal to submit to a search.

#### Use of Company Equipment and Resources

When using company or workplace vehicles or other property, employees are expected to exercise care, maintain the property in safe working order, and follow all operating instructions, safety standards, and guidelines.

Employees should notify their supervisors if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their Workplace supervisor or a Spur Community Support Representative.

All employees are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment. Spur may discipline employees who engage in unlawful conduct.

#### Electronic Resources

This policy describes Spur's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access, and computer systems or those of Spur's Workplaces.

Employees should use these electronic resources with the understanding that they are provided for the benefit of the Workplace's business. Employees may not use Spur or Workplace electronic resources for personal use.

Sending, saving, accessing, or viewing obscene or similarly offensive material on the Workplace's or Spur's electronic resources is prohibited. Messages stored and/or transmitted by the Workplace or Spur's electronic resources, including the computer, voicemail, email, or the telephone system, and must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes, or images; racial slurs; gender-specific comments; or any comments, jokes or images that would discriminate against or harass someone on the basis of his or her race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state, or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by Spur's policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

Nothing in this policy is intended to interfere with employees' rights under federal, state, or local laws, nor will Spur construe this policy in a way that limits such rights. This policy is not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment or to otherwise interfere with employees' rights under the National Labor Relations Act. Employees have the right to engage in or refrain from activities protected by the National Labor Relations Act.

#### Software Code of Ethics

Employees may not duplicate any licenses, software, or related documentation for use either on Spur's or Workplace's premises or elsewhere. Unauthorized duplication of software may subject users and/or Spur to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers, or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on Spur or Workplace computers.

# Leaving the Company

## Separation from Employment

Employees of Spur are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of your employment.

Employees may leave Spur for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently, and in compliance with applicable federal and state laws.

## Voluntary Termination

A voluntary termination means an employee has made the decision to end the working relationship with Spur. Voluntary resignations include, but are not limited to, written or verbal resignation, retirement (more fully discussed below), and job abandonment. An employee is considered to have abandoned his or her job if he or she fails to return to a job within 90 and has not notified Spur of his or her intention to resign.

Employees who voluntarily leave Spur are encouraged to provide their supervisor with a minimum of two weeks' notice, ideally in writing, in order to allow a reasonable amount of time to transfer ongoing work. Upon resignation, an employee must return all keys, uniforms, credit cards, or other company-issued property.

Employees in good standing who retire or resign from their positions may be eligible for rehire.

## Involuntary Termination

An involuntary termination occurs when Spur decides to end the working relationship with an employee. Involuntary terminations may occur for cause or for reasons other than cause.

Involuntary terminations for cause include, but are not limited to, terminations for violating company policy, misuse or theft of resources, the falsification of information, excessive absence/tardiness, or unsatisfactory work performance.

Involuntary terminations for reasons other than cause include, but are not limited to, a reduction in workforce.

#### Pay and Benefits Upon Termination

Final wages will be paid in accordance with applicable law. In accordance with company policy, vacation, sick leave, and floating holidays will not be paid upon termination unless otherwise required by law.

#### Return of Company Property

Employees are required to return all company property (e.g., computers, vehicles, passwords, uniforms, ID badges, credit cards) that is in their possession or control in the event of termination of employment, resignation, retirement, or layoff or immediately upon request. When allowed by law, and in accordance with applicable law, Spur may withhold from the employee's paycheck the cost of any items that are not returned when required. No information belonging to Spur can be copied for the employee's use. We may also take all action deemed appropriate to recover or protect company property.

#### References/Verifications of Employment

All requests for references must be directed to Spur's Support Department at [support@spurstaffing.com](mailto:support@spurstaffing.com) or by phone at 866-957-9142 . No other person or department is authorized to release references for current or former employees. Our policy concerning references for current and former employees is to disclose only the dates of employment and the title of the last position held unless the current or former employee has provided written authorization to disclose additional information. If an employee authorizes disclosure in writing, we will also provide a prospective employer with information on the amount of the salary or wage last earned.

## **CONSENT TO RELEASE OF CONFIDENTIAL EMPLOYEE INFORMATION**

Spur provides staffing services to primary and secondary school students who attend public school systems. To ensure that all of our school-based employees are in compliance with the requirements of state and federal law, Spur may be required to provide certain employment records for individuals employed in these positions to our partner school systems. Depending on the position in which you are employed, this information may include sensitive information, including material that is normally kept confidential under federal and state laws. By signing this Consent, you are acknowledging and indicating your knowing and voluntary acceptance of and agreement to the following:

1. If you accept jobs for a school district, Spur may share your employment records with its school district partners for purposes of complying with, and ensuring compliance with state and federal laws.
2. The employment records that may be shared may contain confidential or sensitive information, including but not limited to your address, phone numbers, birth date, and social security number. Such records may also contain a copy of your application of employment, records pertaining to personnel actions, criminal background search results, and documents required to verify the results of your background check.
3. You knowingly and voluntarily waive any challenge or claim against Spur under the Americans with Disabilities Act, the Family Medical Leave Act, or any other applicable federal or state law, concerning any decision or action by Spur to share confidential or sensitive information with its district partners for the purposes stated herein.
4. Spur will endeavor to encourage its district partners to maintain all confidential and sensitive information in accordance with state and federal law. However, Spur will not be responsible for any violation of state or federal law concerning the maintenance or retention of confidential or sensitive employee information.

**Employee Initials:** \_\_\_\_\_

## **MONITORING POLICY AND CONSENT TO MONITOR**

As a part of its business, and to facilitate the services it provides, Spur may furnish our employees with certain office equipment, electronic software, and other systems for use in connection with employment. This equipment, software, and systems includes, but is not limited to, computers, video cameras, internet access, fax machines, photocopiers, telephones, cellular devices/ smartphones, answering programs, email programs, network directories, and electronic files.

Spur wants our employees to know that because our equipment, systems, and programs are primarily designed and intended for business use, Spur may from time to time access and review documents, files, emails, bills, internet records, and may monitor telephonic and email/ text communications to ensure compliance and for other legitimate business purposes.

Accordingly, employees must be aware that they should have no expectation of privacy while utilizing any of the above-referenced software, systems, phones, equipment or programs, regardless of the context.

### **HOLD HARMLESS**

By signing below, you acknowledge that you have read the above policy and the other applicable Spur employment policies, and you acknowledge, understand, and authorize such monitoring as may be dictated or permitted by these policies and practices. You further acknowledge and agree that all computers, fax machines, photocopiers, telephones, cellular devices, smart phones, answering programs, email programs, network directories, and electronic files thereon remain at all times Spur (or, as applicable, the Workplace's) property, and that you have no expectation of or right to expect privacy in your use of any Spur and/or Workplace-furnished computers, fax machines, photocopiers, telephones, cellular devices/smartphones, answering programs, email programs, network directories, and electronic files. You also consent to being subject to video recording while on Spur or Workplace premises and while in Spur or Workplace vehicles and at Spur or Workplace events.

By my signature below, as a condition of my employment, I hereby release and hold harmless Spur, each Workplace, and each of their supervisory employees and designated representatives, from any liability whatsoever arising from any monitoring, access, or review.

**Employee Initials:** \_\_\_\_\_

### **ARBITRATION AGREEMENT; NO JURY TRIAL**

By signing below, you acknowledge and agree that any dispute, controversy, or claim arising out of, relating to, or in connection with your employment with Spur, including the breach, termination, or validity thereof, or your use of our Site or any job with a Workplace, shall be finally resolved by final and legally binding arbitration before the American Arbitration Association using its Employment Arbitration Rules (except where prohibited by law). The site of such arbitration shall be Huntsville, Alabama. The arbitrator shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. To the maximum extent permitted by law, you agree to arbitrate solely on an individual basis, and acknowledge and agree that this arbitration agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class, representative, or collective arbitration proceeding. To the maximum extent permitted by law, you agree that the arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. You agree that notwithstanding the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis. You agree that in the event the prohibition on class arbitration is deemed invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of this arbitration agreement will remain in full force and effect. Judgment on any award may be entered by any court having competent jurisdiction, and you specifically agree and waive objection and hereby submit to the jurisdiction of the state and federal courts in Madison County, Alabama. The provisions of this paragraph notwithstanding, you agree that we may seek temporary or preliminary injunctive relief against you prior to arbitrating any dispute, controversy, or claim as necessary to protect our interests in the enforcement of this arbitration agreement without waiving these arbitration provisions.

By signing below, you are giving up your right to sue for legal redress in a court of law as well as the right of appeal, unless otherwise provided above.

**Employee Initials:** \_\_\_\_\_

## **WAIVER OF JURY TRIAL**

SEPARATE AND APART FROM SPUR'S ARBITRATION AGREEMENT, AND IN ADDITION TO SUCH AGREEMENT, BY SIGNING BELOW YOU IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO YOUR EMPLOYMENT WITH SPUR OR ANY JOB WITH A WORKPLACE. YOU CERTIFY AND ACKNOWLEDGE THAT YOU HAVE CONSIDERED THE IMPLICATIONS OF THIS WAIVER, YOU HAVE MADE THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND THAT WE WERE INDUCED TO ENTER INTO THE EMPLOYMENT RELATIONSHIP WITH YOU BY, AMONG OTHER THINGS, THE WAIVER AND CERTIFICATIONS IN THIS PARAGRAPH.

**Employee Initials:** \_\_\_\_\_

## **JURISDICTION AND VENUE**

SEPARATE AND APART FROM SPUR'S ARBITRATION AGREEMENT, AND IN ADDITION TO SUCH AGREEMENT, by signing the Acknowledgement at the end of this handbook, you further agree that any legal suit, action, or proceeding arising out of or relating to your employment with Spur or any job with a Workplace that for any reason is not submitted to arbitration (or in the event the arbitration provision is stricken by a court) shall only be instituted in the state or federal courts located in Madison County, Alabama, and you irrevocably submit to the exclusive jurisdiction of such courts in any suit, action, or proceeding not covered by the arbitration provision set out above. The provisions of this paragraph do not alter, amend, or supersede the requirement that you submit any dispute, controversy, or claim arising out of or related to your employment with Spur or any job with a Workplace to binding arbitration as spelled out in Spur's Arbitration Agreement.



# Acknowledgements

## Acknowledgement and Receipt

I acknowledge that I have received and read a copy of the Spur Employee Handbook (including the state supplement for the state in which I work, if applicable). I understand that the employee handbook (and the state supplement, if applicable) set forth the terms and conditions of my employment with Spur as well as the duties, responsibilities, and obligations of employment with Spur. I agree to abide by and be bound by the rules, policies, and standards set forth in the employee handbook (and state supplement, if applicable).

I acknowledge that, except where required otherwise by applicable state law, my employment with Spur is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or Spur. I further acknowledge that only the CEO/President or his or her authorized representative has the authority to enter into an agreement that alters the at-will relationship. Any such agreement must be in writing and signed by the CEO/President or his or her authorized representative.

THIS HANDBOOK HAS BEEN PREPARED FOR INFORMATIONAL PURPOSES ONLY AND NO POLICY INCLUDED HEREIN CREATES OR CONSTITUTES A CONTRACT BETWEEN COMPANY AND ITS EMPLOYEES. NO POLICY INCLUDED HEREIN IN ANY WAY ALTERS THE AT-WILL NATURE OF THE EMPLOYMENT RELATIONSHIP.

I further acknowledge that Spur reserves the right to revise, delete, and add to the provisions of the employee handbook and state supplement, but that all such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of the employee handbook or supplement. Furthermore, Spur's policy of at-will employment can only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this employee handbook or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct I believe violates any laws or regulations. I also understand and acknowledge that nothing about the policies and procedures set forth in this employee handbook should be construed as interfering with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

**Revised October 8th, 2023**

BY SIGNING AND DATING THIS FORM, I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO FAMILIARIZE MYSELF WITH THE POLICIES SET FORTH IN THIS HANDBOOK, AND I CONSENT TO BE BOUND BY ALL OF THE POLICIES SET FORTH IN THIS HANDBOOK.

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

EMPLOYEE'S NAME (PLEASE PRINT): \_\_\_\_\_

DATE: \_\_\_\_\_

## STATE ADDENDA TO EMPLOYEE HANDBOOK

### Introduction

If you work in one of the states below, the terms set forth below regarding the applicable state apply to you. These addenda are applicable only to employees working in the identified states and only amend those provisions that are specifically addressed in each addendum. Regarding the amended provisions, in the event of any conflict between Spur's Employee Handbook and the applicable addendum, the applicable addendum shall control. Except as set forth herein, Spur's Employee Handbook is not modified by these addenda.

The state addendum applicable to you is to be read in connection with Spur's Employee Handbook. Together, the Spur Employee Handbook and the applicable state addendum will provide you with important information about your employment with Spur and serve as a guide to Spur's current policies, practices, and procedures. If you have questions as you review the employee handbook or the applicable state addendum, please do not hesitate to submit your questions to Spur's Community Support Department.

Alabama Addendum

Arizona Addendum

Arkansas Addendum

California Addendum

Colorado Addendum

Connecticut Addendum

Delaware Addendum

District of Columbia Addendum

Florida Addendum

Georgia Addendum

Idaho Addendum

Illinois Addendum

Indiana Addendum

Kansas Addendum

Kentucky Addendum

Louisiana Addendum

Maryland Addendum

Massachusetts Addendum

Michigan Addendum

Minnesota Addendum

Mississippi Addendum

Missouri Addendum

Nevada Addendum

New Hampshire

Addendum New Jersey

Addendum New Mexico

Addendum New York

Addendum North Carolina

Addendum Ohio

Addendum Oklahoma

Addendum Oregon

Addendum

Rhode Island Addendum

South Carolina Addendum

South Dakota Addendum

Tennessee Addendum

Texas Addendum

Utah Addendum Virginia

Addendum Washington

Addendum West Virginia

Addendum Wisconsin

Addendum

