



NATIONAL TEAM MEMBER HANDBOOK

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Purpose of Team Member Handbook

This Team Member Handbook contains information about the employment policies and practices of ABM. These policies reflect the Company's values, and we expect each employee to read this Team Member Handbook carefully as it is a valuable reference for understanding your job and ABM. Throughout this Team Member Handbook, the terms "team member" and "employee" mean an employee of ABM or its affiliated companies.

This Team Member Handbook supersedes all previously issued Team Member Handbooks and any inconsistent verbal or written policy statements made or issued before this Team Member Handbook, except for any arbitration agreement or Mutual Arbitration Agreement to the extent it is applicable to you. Except for the policy of at-will employment, and except for any arbitration agreement or Mutual Arbitration Agreement ABM reserves the right to revise, delete, and add to the provisions of this Team Member Handbook. All such revisions, deletions, or additions must be in writing. Updates to the Team Member Handbook and updates to the state-specific supplements to the Team Member Handbook (discussed below) will be posted regularly on ABM's website at www.abm.com and the updated versions of the Team Member Handbook and state-specific supplements will be binding on employees once posted. No oral statements or representations can change the provisions of this Team Member Handbook.

Nothing in this Team Member Handbook, constitutes, or is intended to constitute, an express or implied contract that guarantees continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the at-will employment relationship. **Only the Chief Human Resources Officer of the Company or that person's 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 signed by the Chief Human Resources Officer of the Company or an authorized representative.**

Not all of the Company's policies and procedures are set forth in this Team Member Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Team Member Handbook or any other policy or procedure, please ask your supervisor, your Human Resources Representative, or another member of management.

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this 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. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board

("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

This Team Member Handbook applies to employees working in a state that may provide greater or different rights. Employees will receive a state-specific supplement to the Team Member Handbook that provides information and policies applicable to employees working in that state. The Company complies with applicable state and local laws.

To the extent employees are covered by a collective bargaining agreement, the collective bargaining agreement prevails over any inconsistent term in this Team Member Handbook and any applicable state-specific supplement,

Employment At-Will

Employment with ABM is at-will, unless state law provides otherwise subject to any applicable collective bargaining agreement. 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 the Company. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and ABM 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 express or implied that changes or alters the at-will employment relationship. **Only the Chief Human Resources Officer of the Company or that person's 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 signed by the Chief Human Resources Officer of the Company or an authorized representative.**

GENERAL INFORMATION – LETTER FROM OUR CEO

Welcome

More than 100 years ago, ABM began with a simple idea: a mop and a bucket. Now, ABM is a dynamic, multi-dimensional, integrated provider of facility solutions for clients.

From day one at ABM, you will find that the people around you, including myself, will set you up for success. We will provide you with the tools and resources to not only exceed our clients' expectations, but also strengthen your standing as a professional in the facility management (FM) industry.

It all starts with our **Purpose, Vision, Mission and Core Values.**

PURPOSE – *To take care of the people, spaces and places that are important to you.*

VISION – *To be the clear choice in the industries we serve through engaged people.*

MISSION – *To make a difference, every person, every day.*

CORE VALUES – Respect – Integrity – Collaboration – Innovation – Excellence – Trust

ABM: Making a Difference



This is why ABM exists. Before you begin work each day, ask yourself: how can I make a difference.

The ABM Team Member Handbook lays the groundwork for expectations between you and ABM. While no single resource can cover *everything* you need to know as a new team member, this Handbook is a great way for you to start your ABM career strong. Aligning with the ABMWay, the Handbook allows us to deliver consistent excellence and make a difference for our team members

Refer to the Handbook regularly for guidance on basic company policies. Your Human Resources Representative and manager can also answer any questions you may have about the company and your role in the business.

The foundation of a company's success is its people, and our foundation is strong! As you grow with ABM and collaborate with your colleagues, I am confident that we will be that much stronger.

Make a difference!

Scott Salmirs

President and Chief Executive Officer

COMMITMENT TO DIVERSITY AND SAFE WORKING ENVIRONMENT

Equal Employment Opportunity

ABM 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: race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by 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.

Complaint Procedure

Any employee who believes that they have been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, agent, client, vendor or customer of ABM, in violation of ABM policies, or who is aware of such harassment, discrimination or retaliation against others, should immediately provide a written report to:

1. The ABM Compliance Hotline at 1-877-253-7804 or abmhotline.ethicspoint.com
2. Your local Human Resources Representative or regional HR Director; or

After a report is received, a thorough and objective investigation by Human Resources will be undertaken. The investigation will be completed and a determination made and communicated to the employee as soon as practical. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies, and during the investigation, to keep matters related to the investigation confidential.

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.

The Equal Employment Opportunity Commission ("EEOC") and equivalent state agencies will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by ABM for 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, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

An employee should report any retaliation prohibited by this policy to:

1. The ABM Compliance Hotline at 1-877-253-7804 or abmhotline.ethicspoint.com
2. Your local Human Resources Representative or regional HR Director; or

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.

Sexual and Other Unlawful Harassment

ABM is committed to providing a work environment that is free of prohibited harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law.

The Company's anti-harassment policy applies to all persons involved in its operations, regardless of their position, and prohibits harassing conduct by any employee of ABM, including supervisors, managers and nonsupervisory employees. This policy also protects employees from prohibited harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by ABM, the procedures in this policy should be followed. The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), company-sponsored events, or company owned/controlled property.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made 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.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds;
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: touching, assault or impeding or blocking normal movements;
- Retaliation for making reports or threatening to report sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected status is prohibited, including harassment based on: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected status; and

- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Complaint Procedure

Any applicant or employee who believes that they have been subjected to prohibited harassment or retaliation by a co-worker, supervisor, manager, client, visitor, vendor, customer or temporary or seasonal worker of ABM, or who believes another individual has been subject to such conduct, should report it immediately. Applicants and employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with ABM, or concern conduct occurring outside of work if it impacts the individual at work.

Reports should be made to:

1. The ABM Compliance Hotline at 1-877-253-7804 or abmhotline.ethicspoint.com
2. Your local Human Resources Representative or regional HR Director; or

Employees are encouraged, but not required, to communicate to the offending person that the person's conduct is offensive and unwelcome. Any lead, foreperson, supervisor or manager who receives a complaint of harassment or retaliation must immediately report the allegation to Human Resources.

After a report is received, a thorough and objective investigation will be undertaken. Confidentiality will be maintained to the extent practical and permitted by law. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis. The investigation will be completed and a determination made and communicated to the employee as soon as practical. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies, and during the investigation, to keep matters related to the investigation confidential.

If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

Leader's Responsibility

All lead, forepersons, supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all employees under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to the designated Human Resources Representative so they may be investigated and resolved in timely manner;

- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by ABM for using this complaint procedure, reporting proscribed harassment, objecting to such conduct or 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, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation, or believe that another individual has been subjected to retaliation, should report this concern to:

1. The ABM Compliance Hotline at 1-877-253-7804 or abmhotline.ethicspoint.com
2. Your local Human Resources Representative or regional HR Director; or

Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

Good Faith

The initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

Support for Individuals Impacted by Harassment or Retaliation

The Company will strive to assist anyone who has been subjected to unwelcome harassment or retaliation to feel more comfortable in the work environment. Such assistance may, but does not necessarily include, transfer or reassignment. Any such assistance is at the Company's sole discretion.

Disability and Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, ABM will make reasonable accommodations for the known physical or

mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact their Human Resources Representative to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform their essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's 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 limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, ABM will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

ABM 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 speak to Human Resources regarding a proposed accommodation.

Religious Accommodation

The Company will provide reasonable accommodation for employees' 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 religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company 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 religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

GENERAL EMPLOYMENT PRACTICES

Employee Classifications

Employees of ABM are classified as either exempt or nonexempt under federal and state wage and hour laws, and are further classified for administrative purposes. The following designations are used throughout this Team Member Handbook.

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 their Human Resources Representative with any questions or concerns regarding this status.

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. Employees will be informed whether their status is exempt or nonexempt and should consult their Human Resources 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 at least **30** hours per week.

Part-Time Employees

Part-time employees are those who are normally scheduled to work and who do work less 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.

Staff and Management

This term generally refers to employees who are supervisors, managers, executives and administrative employees, as well as those employees who work in ABM's corporate functions (for example, Shared Services, IT, Human Resources, and FP&A), and who are classified in ABM's systems as Staff and Management. These employees are often paid on a salaried-basis and perform their work at or from an ABM office.

Front Line Team Member

This term generally refers to employees who are not classified in ABM's system as Staff and Management employees. Front Line Team Members are employees who are typically paid on an hourly basis and perform their work at a client property. A few examples of Front Line Team Member job titles at ABM include cleaner, parking attendant, valet, engineer, technician, lead, foreperson, hourly supervisor, and chief engineer.

Employment of Minors

ABM does not hire or employ any person under the age of 18 years.

Employee Eligibility and Work Authorization

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

When an employee's employment authorization or, in most cases, employment authorization documentation expires, the Company must reverify his/her employment authorization no later than the date the employment authorization expires. Employees whose immigration status, employment authorization or employment authorization documents expire should file the necessary application or petition well in advance to ensure they maintain continuous employment authorization and valid employment authorization documents. If the employee cannot verify his/her right to work in the United States no later than the date the employment authorization expires, the Company will be required to terminate his/her employment immediately.

Nepotism and Personal Relationships

The employment of relatives or anyone with whom an employee has a personal relationship outside of the workplace may cause conflicts and problems with favoritism, employee morale and internal controls. These situations can be particularly serious for supervisors and managers, leaving them open to charges of unfair treatment in decisions regarding work assignments, transfers, promotions, demotions, performance evaluations, disciplinary actions and discharges. Additionally, personal conflicts from outside the workplace can negatively impact working relationships and lead to unnecessary disruptions that affect other employees.

Potential for Conflicts

No family member or co-habitant of an employee shall be employed by the Company in any position where:

- Either of them is subject to the management and/or control by the other, directly or indirectly;
- Either employee is in a position with access to confidential Company information and/or sensitive information (for example human resources or finance positions) that may affect or influence employment conditions in any manner;
- The roles of the individuals, when taken together, would cause a weakness in internal controls;
- The employee is related by blood or marriage to an employee or principal of any client, independent contractor or vendor of the Company;
- The individual is a current or former professional employee of the Company's independent auditor (regardless of whether or not they were on the audit engagement), a relative of a professional employee of the Company's independent auditor, or a relative of a member of the Company's Board of Directors

“Family member” can include an employee’s child, stepchild, parent, stepparent, spouse, domestic partner, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or any person who lives in the employee’s household. While these examples speak specifically to family members and co-habitants, it is important to remember that the purpose of this policy is to caution our employees to avoid **any** situation that creates or appears to create a conflict between an employee’s personal interests and the Company’s interests. As such, in **all** cases where a personal relationship exists and where a conflict or the potential for conflict arises, whether or not a supervisory relationship is involved, the parties may be separated by reassignment or terminated from employment.

The ABM Code of Business Conduct can be found in Appendix B at the end of this Handbook. It specifically states that **“Any situation that creates or appears to create a conflict of interest between personal interests and the Company’s interests must be avoided, terminated, resolved or appropriately disclosed.”** (“Appropriate disclosure” includes reporting it to any VP or SVP of HR, the CHRO, the VP of Internal Audit, General Counsel or the ABM Compliance Hotline at 1-877-253-7804 or abmhotline.ethicspoint.com.) Such disclosures should also be made during each annual Code of Business Conduct certification.

The Company has established a process for requesting a waiver to the conflict of interest provisions of the ABM Code of Business Conduct which can be found in the Code of Business Conduct on the ABM Policy Portal and on www.abm.com. You can direct any questions concerning this policy to your Human Resources Representative.

Consensual Relationships Policy

ABM is committed to providing all employees with a workplace free from harassment. ABM's written policy against sexual harassment applies to all employees of ABM, including supervisors, managers and executives.

ABM does not prohibit personal/romantic relationships between employees, so long as each employee voluntarily consents to the relationship and the relationship does not affect the performance of their duties or negatively impact ABM's business or its employees. ABM's nepotism policy cautions that the potential for conflicts of interest may occur when an employee has a relationship or participates in an activity that influences the employee's decisions and states that every effort should be made to avoid conflicts of interest, as well as the appearance of a conflict of interest.

ABM reserves the right to take whatever steps it deems appropriate to ensure that personal/romantic relationships do not result in favoritism, the undermining of employee morale and/or security, or and/or actual or perceived conflicts of interest.

ABM expects that all of its employees will behave in a professional manner while engaged in activities associated with their work at ABM. Romantic conduct has no place in the working environment. ABM will not tolerate sexually-oriented behavior in the workplace.

To ensure that personal/romantic relationships do not violate ABM's sexual harassment or nepotism policy, ABM requires that employees who enter into personal/romantic relationships comply with the following:

- Notify the Human Resources Department of the relationship;
- Review ABM's policy prohibiting sexual harassment;
- Sign ABM's *Consensual Relationship Acknowledgement*; (available from the Human Resources Department);
- Agree to possible reassignment or other changes if the social relationship involves a subordinate employee;
- Avoid inappropriate behavior while at the workplace; and
- Notify the Human Resources Department should the social relationship terminate.

Background Checks

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of

serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

Personnel Files

Employees may inspect their own personnel file in the presence of a representative of ABM. Please contact Human Resources to schedule a time. Employees may not be allowed to view investigation records or any letters of reference that have been prepared or collected by management. Employees will be provided access to personnel records in accordance with applicable state law.

Only authorized members of management and Human Resources have access to an employee's personnel file. However, the Company 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, or in response to a subpoena, in accordance with applicable law.

Personal Data Changes

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

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to Human Resources promptly.

Voluntary Open Door Policy

We recognize that employees may have suggestions for improving our workplace, as well as 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 an employee's supervisor. Employees should feel free to contact their supervisors, another member of management, Human Resources with any suggestions and/or complaints.

While we provide employees with this 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.

Dispute Resolution and Mutual Arbitration Agreement

The Company believes that most work-related concerns can be addressed between employees and their managers and/or Human Resources. Thus, employees are encouraged, but not required, to speak with their manager or Human Resources representative to resolve any work-related problem. To help, we have several ways employees may raise concerns including the ABM Compliance Hotline at 1-877-253-7804 or abmhotline.ethicspoint.com, or a Human Resources representative.

For disputes that have not resolved through the Company's internal resources and that otherwise would be brought in court, the Company has rolled out an arbitration agreement. Arbitration is the process by which a neutral third party -- an arbitrator -- instead of a judge or jury in court, makes a binding decision relating to a dispute.

Some employees are parties to a collective bargaining agreement with an arbitration provision. For those employees, the collective bargaining agreement and its arbitration provision applies to them and the arbitration agreement in Appendix A to this Team Member Handbook does not apply to them. Other employees already have signed (electronically or otherwise) a Mutual Arbitration Agreement with the Company. For employees who have already signed a Mutual Arbitration Agreement, that Mutual Arbitration Agreement applies to both them and the Company and copies are available upon request from Human Resources. For those employees who have already signed a Mutual Arbitration Agreement with the Company, the arbitration agreement described below and attached as Appendix A to this National Team Member Handbook does not apply to them.

For employees who have not already signed (electronically or otherwise) an arbitration agreement with the Company and who are not covered by a collective bargaining agreement, attached as Appendix A to this National Team Member Handbook is the Mutual Arbitration Agreement applicable to those employees. Note that if an employee does not want to be a party to the Mutual Arbitration Agreement in Appendix A, there is a one time opt-out process detailed in the Mutual Arbitration Agreement in Appendix A. Appendix A and its opt-out process is not applicable to employees who have already signed a Mutual Arbitration Agreement with the Company and/or those employees who are parties to a collective bargaining agreement. Please read the Mutual Arbitration Agreement in Appendix A carefully and address any questions to your Human Resources representative.

WORKPLACE CONDUCT

Standards of Conduct

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

- Falsification of employment records, employment information or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;
- Theft or the deliberate or careless damage of any Company property or the property of any employee or client;
- Use of Company materials, supplies, tools or products for personal reasons without advanced permission from management;
- Abuse of the Company'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 the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, 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 the Company;
- Absence of **three (3)** consecutive scheduled workdays without prior notice to the Company;

- Failing to obtain permission to leave work during normal working hours;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave (note: for employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues);
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule or procedure of the Company; 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 the Company 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. The Company 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 the Company 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 Team Member Handbook, **only the Chief Human Resources Officer of the Company or that person's 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 signed by the Chief Human Resources Officer of the Company or an authorized representative.**

Reporting and Anti-Retaliation Policy

We Encourage A Speak Up Culture

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

Follow the Company's Commitment to our Code and the Law

The Company 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 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 the Company’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 ABM, involves one of ABM’s contractors, suppliers, consultants, or clients, or involves any other party with a business relationship to ABM.

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, the Company 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 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 the Company 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 the Company'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.¹

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:

- ABM's Compliance Hotline at 1-877-253-7804: this is a toll-free, confidential, third party service set up for employees to report possible violations of the law, this Code or other ABM policies.
- Online at abmhotline.ethicspoint.com.
- By mail, addressed to the General Counsel, ABM Industries Incorporated, One Liberty Plaza, 7th Floor, New York, and NY 10006.

When an employee raises a concern, the Company will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review. Please note that employees can submit concerns anonymously and confidentially through ABM's Compliance Hotline at 1-877-253-7804.

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

¹ Nothing in this policy prevents the Company 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.

especially important for concerns raised anonymously, so that the Company may conduct an appropriate review and if necessary, begin an investigation.

Please note as well that ABM does not prohibit anyone from electing to report concerns to, file a charge or complaint with, make lawful disclosures to, provide documents or other information to, participate in an investigation or hearing conducted by or communicate with the Equal Employment Opportunity Commission (“EEOC”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local agency charged with the enforcement of any laws.

Other parts of this Handbook address the confidentiality of the Company’s trade secrets and other proprietary information. You should note that in raising any questions or concerns you may have about potentially illegal conduct, pursuant to the 2016 Defend Trade Secrets Act (DTSA), no individual will be held criminally or civilly liable under Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) 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, (B) 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 court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

What ABM Will Do

ABM 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 the Company 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. The Company complies with the law in conducting investigations and expects that employees will cooperate with an investigation. The Company also expects that employees will provide truthful information when participating in an investigation, and during the investigation, will keep matters related to the investigation confidential.

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 the

employee's protected actions as described in this policy may be subject to corrective action, up to and including termination.

Confidential Company Information

The Company'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 the Company 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 the Company's business that the Company 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, nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, 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 by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, 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, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Team Member Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of 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): (1) 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: (A) 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, (B) 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, (2) 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 ABM 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 business 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.

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All employees should practice commonsense rules of neatness, cleanliness and comfort.
- When jeans are appropriate for the position, the jeans must be in good condition.
- Tank tops, tee-shirts, jogging suits, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweat pants and other similar apparel are generally not permitted.
- Personal appearance should include good personal hygiene, clean hair and facial hair. If an employee shaves, then the employee's facial hair should be clean-shaven or trimmed. If an employee does not shave, facial hair should be clean and well-groomed.
- Jewelry may be restricted for safety reasons, based on the position.

We encourage employees to seek the advice of their supervisor or Human Resources Representative 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.

Religious, Medical and Disability Accommodations

The Company will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition or disability. Employees who need such an accommodation should contact their supervisor or Human Resources Representative.

Attendance and Punctuality

Employees are expected to be regular in attendance and to be punctual. If employees are absent, their work generally must be performed by others or go undone. To limit problems caused by employees' unapproved absences, we have adopted the following policy.

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

If an employee is unable to report for work on any particular day, they must call their supervisor at least one hour in advance of the time the employee is scheduled to begin working for that day (unless it is impossible to do so, in which case the employee must call as soon as possible thereafter). Employees who need to leave early must notify their supervisor as soon as they learn that they will not be able to complete their scheduled shift. The Company may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

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

- Time off that was previously approved, including vacation;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation 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, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their manager of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their manager or Human Resources Representative. The Company will investigate the situation and any errors will be corrected. Employees who fail to report for work without any notification to their supervisor and whose absence continues for a period of three days (No Call / No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

Contact with the Media

To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, you should notify **communication@abm.com** that you have been contacted by the media whenever you are asked to speak on behalf of the Company so that the Company knows that a media inquiry has been made. Do not respond to media inquiries on the Company's behalf without authorization. This rule does not prevent you from speaking with the media, but you should not attempt to speak on behalf of the Company unless you have specifically been authorized to do so by an officer of the Company.

PAY PRACTICES

Payment of Wages

ABM has multiple business types in many different locations. We have a variety of pay cycles and paydays. Applicable paydays and pay periods are posted at each location and will also be provided to you upon request. Contact your HR Representative for more information.

If the regular payday falls on a company-recognized holiday, then employees will be paid on the work day before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive deposit advice on each payday.

Reporting Errors and Obtaining More Information

If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, that

employee should promptly contact Human Resources, a supervisor or any other member of management.

Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Company 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 the Company, even if the reports do not reveal any errors or wrongdoing.

Meal and Rest Breaks

It is the Company's policy to comply with all laws regarding meal and rest breaks. Employees should refer to their state-specific supplement for additional information regarding meal and rest breaks required under state law.

If an employee works in a state where there are no applicable meal or rest break requirements, the Company will provide break time as appropriate, subject to operational needs and supervisor discretion. The Company does not contract to provide such break time in these states.

Any 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 must be completely relieved from work duties during any unpaid meal break. Nonexempt employees must record the beginning and ending time of their meal breaks each day on their time records.

Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the employee, the lactation break time will be unpaid for nonexempt employees.

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

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as “unpaid.”

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee’s private office, if applicable.

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

Employees should discuss with their supervisor or Human Resources Representative the location for storage of expressed milk. In addition, employees should contact Human Resources Representative during their pregnancy or before their return to work to identify the need for a lactation area.

For employees working in a jurisdiction that has a mandatory lactation accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

Timekeeping

Nonexempt Employees

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure and meal 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 their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor or Human Resources Representative

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

1. The ABM Compliance Hotline at 1-877-253-7804 or abmhotline.ethicspoint.com
2. Your local Human Resources Representative or regional HR Director; or

Exempt Employees

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

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available insert vacation or paid time off to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with the Company, the employee will be paid only for the days actually worked;
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence; and
- When an exempt employee receives an unpaid disciplinary suspension of one or more full days, imposed in good faith for a workplace conduct rule infraction, the Company will not pay for such days of suspension.

The Company may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full-day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay.

It is company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Nonexempt employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of 40 in one workweek and as otherwise required by applicable state and federal law. Paid time off such as sick pay, holiday pay, vacation pay and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee's supervisor or manager. Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

On-Call Pay

To ensure that employees will be available to address and resolve issues that may arise, the Company has instituted this on-call compensation policy to cover those nonexempt employees who may be required to be on-call and/or come back into work following their regularly scheduled shift.

During the on-call period, employees will not be required to report to work and may perform on-call work remotely. Employees are free and encouraged to engage in personal activities during the on-call period. However, the Company asks that the employee refrain from the use of drugs and/or alcohol to ensure soundness of judgment.

On-call employees are expected to keep their pager, cell phone, and laptop accessible during all on-call hours, and are also expected to respond to a page or call within 15 minutes of receipt.

Employees will be compensated for their on-call/call-in time. Failure to respond to a call or page during the employee's designated on-call time may result in discipline.

Nonexempt on-call employees shall be paid at their normal rate of pay for any time actually worked while on-call, as specified in this policy. Employees will be paid any applicable overtime rate if the time actually spent carrying out assigned duties during the call-in time qualifies as overtime hours.

Employees who are not required to perform any work during their on-call shift will be paid if required by applicable law or collective bargaining agreement. Because this premium payment is not for work actually performed, the on-call hours will not count as hours worked for the purpose of determining overtime pay.

This policy will be applied and interpreted in accordance with applicable municipal, state and federal legal requirements.

Exempt employees are not eligible for "on-call" pay.

TIME OFF AND LEAVES OF ABSENCE

Time Off and Leaves of Absence

Regular, full-time, Staff and Management employees who regularly work 30 or more hours per week may be eligible for various forms of time off, both paid and unpaid, after meeting certain criteria. Time off for other employees including part-time, temporary and seasonal Staff and Management employees and also including Front Line Team Members is determined by applicable laws, applicable collective bargaining agreement or client contract consistent with applicable laws.

To get more information or to apply for any leave of absence notify your supervisor and contact your Human Resources Representative.

The Company recognizes that employees benefit from time away from work for a variety of reasons—all of which contribute towards a positive work-life balance for our employees. Therefore, the Company provides time off—both paid and unpaid—to eligible employees for some or all of the following situations:

- Holidays;
- Floating Holidays;
- Vacation;
- Sick Leave;
- Personal Leave;
- Family and Medical Leave;
- Military Leave;
- Jury and Witness Duty Leave;
- Voting Leave;
- Bereavement Leave; and

- Other Leaves of Absence.

Holidays

Regular, full-time Staff and Management employees may be eligible for various forms of time off, both paid and unpaid, after meeting certain criteria. Time off for Front Line Team Members is determined by: applicable laws, applicable collective bargaining agreement or client contract consistent with applicable laws.

The Company offers paid time off for the observance of specific holidays each calendar year to all regular, full-time Staff and Management employees and all regular, full-time employees of ABM Technical Solutions who are not covered by a collective bargaining agreement. For all other employees, including Front Line Team Members, paid holidays are provided only if required by applicable federal/state/local law, applicable collective bargaining agreements, or client contracts. The benefit year under this policy is the calendar year (January 1 to December 31). Typically, the Company observes the following paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

If a holiday falls on a weekend day, the Company usually observes the holiday on the preceding Friday or the following Monday.

Holiday observance will typically be announced in advance. Nonexempt employees who perform any work on paid company holidays will be paid for all time worked in addition to any holiday pay. Holiday pay for nonexempt employees is calculated based on the employee's straight time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

Employees who are on a continuous leave of absence are not eligible to receive holiday pay.

Some states have specific laws regarding the observance of or premium pay for certain holidays. For employees working in those states, the Company will comply with applicable state law and may add holidays or designate different holidays to accommodate the requirements of the specific state as reflected in the applicable state supplement.

Holidays Under Legacy Company Policies

This policy replaces all prior paid holidays policies of the Company and/or its affiliated entities. If, during calendar year 2019, an employee was eligible for paid holidays under a legacy policy of one of ABM's affiliated entities, but the employee is no longer eligible for paid holidays or eligible for fewer paid holidays under the terms of this Holidays policy, the Company is providing a transition period of up to one year (until December 31, 2020) for the employee to transition off of the legacy Holidays policy. During the transition period, the employee will continue to earn paid holidays under the terms of the legacy policy, but on December 31, 2020, the legacy policy will cease to exist and the employee's entitlement to accrue any further paid holidays under that legacy policy will end. No employee hired on or after February 1, 2020 will be eligible to earn paid holidays under any legacy paid Holidays policy of the Company or any of its affiliated entities.

Vacation

Scope of this Vacation Policy

This vacation policy applies to all eligible employees (identified below). This policy replaces all prior vacation policies of the Company and/or its affiliated entities.

Eligibility for Vacation

This vacation policy generally applies to all regular, full-time Staff and Management employees and all regular, full-time employees of ABM Technical Solutions who are not covered by a collective bargaining agreement. For all other employees, including Front Line Team Members, paid vacation is provided only if and to the extent required by applicable federal/state/local law, applicable collective bargaining agreements, or client contracts. The benefit year under this policy is the calendar year (January 1 to December 31). Accrual amounts are determined by anniversary year. Movement to a higher tier occurs after the anniversary year has been completed.

Regular Full-Time Staff and Management and ABM Technical Solutions Employees

All regular, full-time Staff and Management employees and all regular, full-time employees of ABM Technical Solutions who are not covered by a collective bargaining agreement will accrue paid vacation as follows:

Length of Service	Accrual Cap	Monthly Accrual
Less than 5 years	10 Days	.83
5 -14 years	15 Days	1.25
15+ years	20 Days	1.67

Vacation accrues as service is performed. Once the accrual cap has been reached, no additional vacation will accrue until the previously accrued vacation is used, unless a higher accrual cap is provided for in the applicable individual state supplement. Employees will not be given retroactive credit for any period of time in which they do not accrue vacation because they were at the maximum. Vacation pay is not counted for the purpose of calculating an employee’s overtime hours of work or overtime premiums. Moreover, vacation does not accrue during unpaid leaves of absence or other periods of inactive service. Paid vacation does not carryover from year to year unless required by applicable law and then paid vacation will carryover at the minimum-required carryover. Any unused paid vacation not carried over will be forfeited at the end of the calendar year, unless required by applicable law.

All Other Employees/Front Line Team Members

All employees who are not designated as regular, full-time Staff and Management employees or regular, full-time employees of ABM Technical Solutions, including part-time, temporary, and seasonal Staff and Management employees and also including Front Line Team Members will receive paid vacation only if and to the extent required by (1) federal, state or local law, (2) an applicable collective bargaining agreement, or (3) an applicable client contract. Front Line Team Members and part-time, temporary or seasonal Staff and Management employees will otherwise not receive paid vacation, but other unpaid leave may be available.

Responsibility for Scheduling and Requesting Vacation

The Company provides paid vacation benefits to its eligible employees so that they can rest, recharge, spend time with their families, and achieve personal and family commitments, and the Company encourages and expects employees to use all of their accrued paid vacation time each year. Employees should request to schedule vacation time off as far in advance as possible. Employees are responsible for timely entering their vacation time into Team Member Gateway. Vacation should be taken in full day increments. The Company reserves the right to deny any request for vacation time and reserves the right to require employees to use accrued vacation time, including during periods of furloughs, at its discretion and in accordance with applicable law. If an employee is having problems scheduling their vacation due to their workload, the

employee should contact their manager and/or Human Resources representative for assistance.

Managers are responsible for monitoring their employee's scheduling and usage of vacation, ensuring that their employee's vacation days are timely entered in Team Member Gateway, and working with their employee to help them schedule their vacation time in a manner that meets business needs. Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements and the Company and its management team will make the final determination in this regard.

Separation from Employment

An employee who separates from employment with the Company (voluntary or involuntary) will not be paid out unused vacation at separation (or any other time), unless required by applicable law.

Paid Vacation Under Legacy Company Policies

This policy replaces all prior vacation policies of the Company and/or its affiliated entities. If, during calendar year 2019, an employee was eligible for paid vacation under a legacy policy of one of ABM's affiliated entities, but the employee is no longer eligible for paid vacation or is eligible for fewer vacation days under the terms of this vacation policy, the Company is providing a transition period of up to one year (until December 31, 2020) for the employee to transition off of the legacy vacation policy. During the transition period, the employee will continue to earn paid vacation under the terms of the legacy policy, but on December 31, 2020, the legacy policy will cease to exist and the employee's entitlement to accrue any further paid vacation under that legacy policy will end. If, during calendar year 2020 or calendar year 2021, an employee has accrued but unused paid vacation available to the employee under the terms of the legacy policy, that paid vacation will remain available for the employee's vacation use until December 31, 2021, and it must be used before vacation under this policy is used. No employee hired on or after February 1, 2020 will be eligible to earn paid vacation under any legacy paid vacation policy of the Company or any of its affiliated entities.

Paid Sick Leave

Scope of this Paid Sick Leave Policy

This paid sick leave policy applies to all eligible employees (identified below) and is provided to allow time off if the employee or family member is ill or injured. In addition, the Company complies with all applicable federal, state, and local laws and regulations, including laws providing for paid sick leave. If an employee is covered by a paid sick leave law or by the Federal Executive Order 13706 ("Federal Order") providing for paid sick leave, then that paid sick leave law or order governs the employee's paid sick leave entitlement and use.

This policy replaces all prior paid sick leave policies of the Company and/or its affiliated entities.

Eligibility for Paid Sick Leave

This paid sick leave policy generally applies to all regular, full-time Staff and Management employees and all regular, full-time employees of ABM Technical Solutions who are not covered by a collective bargaining agreement. For all other employees including Front Line Team Members, paid sick leave is provided if and to the extent required by applicable federal/state/local laws, applicable collective bargaining agreements, or client contracts. The benefit year under this policy is the calendar year (January 1 to December 31).

Regular Full-Time Staff and Management and ABM Technical Solutions Employees

All regular, full-time Staff and Management employees and all regular, full-time employees of ABM Technical Solutions who are not covered by a collective bargaining agreement will receive eighty (80) hours of paid sick leave annually on each January 1 of each year. For new hires, regular full-time Staff and Management employees hired on or before June 30 will receive eighty (80) hours of paid sick leave in the first calendar year of hire and employees hired on or after July 1 will receive forty (40) hours of paid sick leave in the first calendar year of hire. Paid sick leave does not carryover from year to year, unless required by applicable law and then paid sick leave will carryover at the minimum-required carryover. Any unused paid sick leave not carried over will be forfeited at the end of the calendar year.

All Other Employees/Front Line Team Members

All employees who are not designated as regular, full-time Staff and Management employees or regular, full-time employees of ABM Technical Solutions who are not covered by a collective bargaining agreement, including part-time, temporary, and seasonal Staff and Management employees and also including Front Line Team Members will receive paid sick leave only if and to the extent required by (1) the applicable paid sick leave laws for the state, county, or city where the employee works, (2) the Federal Order as described below, (3) the applicable collective bargaining agreement, or (4) the applicable client contract. Front Line Team Members and part-time, temporary or seasonal Staff and Management employees will otherwise not receive paid sick leave, but other unpaid leave may be available. Generally, if these employees are covered by a paid sick leave law, they will accrue as required by the applicable law, and may use and carryover unused paid leave pursuant to the caps on use and carryover established by the sick leave jurisdiction. See your applicable state-specific supplement for more information regarding the paid sick leave law(s) and policies that may apply to you.

All employees who are not regular, full-time Staff and Management employees or regular, full-time employees of ABM Technical Solutions but who are covered by the Federal Order, *i.e.*, they work “on” or “in connection” with a “covered” Federal contract, will be provided paid sick leave as required by the Federal Order. In the event that an employee is also eligible for paid sick leave from another source (such as a collective bargaining agreement), that paid sick leave will be used to comply and additional paid sick leave will be provided as required under the Federal Order. Generally, employees covered by the Federal Order will accrue one hour of paid sick leave for every thirty (30) hours worked up to a maximum bank of fifty-six (56) hours per calendar year. Once an employee’s bank reaches 56 hours, accrual will stop until an employee uses paid sick leave and the bank drops below 56 hours. Up to 56 hours will carry-over from year to year. Employees covered by the Federal Order will have no waiting period before use.

Employees who are covered by multiple laws will have one sick leave bank under this policy and in compliance with all applicable laws, agreements, or contracts. For example, if an employee receives paid sick leave under a collective bargaining agreement and works in state, county, or city with a paid sick leave law, the paid sick leave under the collective bargaining agreement will be available for use as allowed by the applicable paid sick leave law.

Paid Sick Leave Use

Regular, full-time Staff and Management employees and regular, full-time employees of ABM Technical Solutions who are not covered by a collective bargaining agreement may use paid sick leave on the 90th day of employment, unless earlier use is required by applicable law. Paid sick leave may only be used for the following reasons:

- An employee’s mental or physical illness, injury, or health condition; to allow an employee to obtain medical diagnosis, care, or treatment (including home care) for the same; or for an employee’s need for preventive medical care or routine medical appointments, including pregnancy, childbirth, pre-natal visits, postpartum care, and dental visits;
- To allow an employee to care for his/her family member’s mental or physical illness, injury, or health condition; to allow an employee’s family member to obtain medical diagnosis, care, or treatment (including home care) for the same; or for an employee’s family member who needs preventive medical care or routine medical appointments, including as described in the bullet above;
- The employee’s place of business has been closed by order of a public official due to a public health emergency (including exposure to an infectious agent, biological toxin, or hazardous material); to allow the employee to care for a child whose school or childcare provider has been closed for any of those same reasons, or for school or business closures as required by the individual paid sick leave jurisdiction;

- To care for a family member when it has been determined by the health authority or health care provider that the family member's presence in the community could jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has contracted the disease; or if any law or regulation requires the employer to exclude the employee from the workplace for health reasons;
- An employee who is a victim or has a family member or dependent who is a victim of domestic violence, harassment, sexual assault, sexual abuse, or stalking, and needs time off to seek legal or law enforcement assistance for the employee or the employee's family member or dependent, or to attend to the following: treatment by a health care provider, social services, victim services provider, counseling, safety planning, relocation, or other actions to increase safety for the employee or the employee's family member or dependent;
- Other reasons required by an applicable paid sick leave law in the state, county, or city where you work. Please refer to the individual state-specific supplement addressing paid sick leave for information related to other uses in the state where you work.

Family Member. For purposes of this paid sick leave policy, Family Member means the employee's spouse, domestic partner or equivalent designation, child, parent, sibling, grandparent, grandchild, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, and for any other "family member" or "designated person" identified by applicable law.

Requesting Paid Sick Leave

Paid sick leave may be used in increments of one hour, unless a smaller increment is required by applicable law. If the need for paid sick leave is foreseeable, an employee must provide reasonable advance notice – either orally or in writing – to their supervisor of an absence from work. If the need for paid sick leave is unforeseeable, an employee must provide notice – either orally or in writing – to their supervisor of the need to use paid sick leave at least two hours before the beginning of the shift, or if circumstances prevent that notice, as soon as practicable. Employees using paid sick leave are not required to search for or find a replacement employee to cover the periods of time in which they are absent from work using paid sick leave.

Employees should refer to the Attendance and Punctuality section of the Team Member Handbook for specific requirements for calling in sick.

Certification

For absences of more than three (3) consecutive days due to illness or injury not connected with employment, a certification from a health care provider may be required,

as permitted by applicable law. A health care provider's certification may also be required in other circumstances. In addition, when the paid sick leave results from the employee's own injury or illness, the Company reserves the right to require a release from the employee's health care provider before the employee returns to work.

Integration With Other Benefits

It is the employee's responsibility to apply for any applicable benefits for which the employee may be eligible as a result of the illness or disability. An employee's paid sick leave benefits will be fully integrated with other benefits available to the employee as permitted by applicable law. When applicable, paid sick leave will run concurrently with available FMLA and/or state family/medical leave. Where absences due to illness or injury last longer than five (5) consecutive days, refer to the Family and Medical Leave section of this handbook.

Separation from Employment and Rehire

An employee who separates from employment with the Company (voluntary or involuntary) will not be paid out unused paid sick at separation (or any other time), unless required by applicable law.

No Retaliation/Discrimination

Employees may request and use leave under this paid sick leave policy without fear of retaliation or discrimination, which Company policy prohibits.

Paid Sick Leave Under Legacy Company Policies

This policy replaces all prior paid sick leave policies of the Company and/or its affiliated entities. If, during calendar year 2019, an employee was eligible for paid sick leave under a legacy policy of one of ABM's affiliated entities, but the employee is no longer eligible for paid sick leave or is eligible for fewer paid sick days under the terms of this paid sick leave policy, the Company is providing a transition period of up to one year (until December 31, 2020) for the employee to transition off of the legacy paid sick leave policy. During the transition period, the employee will continue to earn paid sick leave under the terms of the legacy policy, but on December 31, 2020, the legacy policy will cease to exist and the employee's entitlement to accrue any further paid sick leave under that legacy policy will end. If, during calendar year 2020 or calendar year 2021, an employee has accrued but unused paid sick leave available to the employee under the terms of the legacy policy, that paid sick leave will remain available for the employee's paid sick leave use until December 31, 2021, and it must be used before paid sick leave under this policy is used. No employee hired on or after February 1, 2020 will be eligible to earn paid sick leave under any legacy paid sick leave policy of the Company or any of its affiliated entities.

Personal Leave

Requests for personal leave will be considered and evaluated on an individual basis.

Approval or denial of such requests will be entirely at the Company's discretion. In determining the feasibility of granting such requests, factors such as the purpose of requested leave, availability of coverage for job responsibility during the requested leave, previous absences, length of employment, prior work records and performance and similar considerations, will be considered. Such requests must be submitted to Human Resources

Consult with Human Resources for information about employee benefits while on a personal leave of absence.

The Company will attempt to return an employee to their former position or a comparable position upon return from personal leave, at our discretion. Given changing business needs, however, no guarantee of reinstatement can be made.

Employees on leave are asked to confirm their return date at least two weeks before they return to work. Any requests for additional leave must be made as soon as possible. Employees on leave who do not return as scheduled, and fail to request or cannot show good reason why an extension should be granted, will be considered to have been voluntarily terminated their employment as of the day the original leave expired.

Family and Medical Leave

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law. See Appendix C for more information about employee rights under the Family and Medical Leave Act.

Employee Eligibility

To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company 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, they should contact Human Resources Representative.

Reasons for Leave

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

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

Definitions

- **"Child"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- **"Parent"** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- **"Covered Active Duty"** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **"Covered Servicemember"** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military,

Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. 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 for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.
- **“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 worksite.

Length of Leave

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company 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 the Company is a rolling 12-month period measured backward from the date an employee uses FMLA leave.

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

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

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

Intermittent or Reduced Schedule Leave

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

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

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

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

Notice and Certification

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 less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational

travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);

- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from your Human Resources Representative. 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 the Company in obtaining 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 the Company's operation. Please contact your Human Resources Representative prior to scheduling planned medical treatment.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the Company 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 change 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's encounter complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company 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 the Company will be at the employee's expense.

Military Emergency Leave Requirements

Employees are required to provide:

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

Certification forms are available from your Human Resources Representative.

Failure to Provide Certification and to Return from Leave

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

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the Company'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. The Company may require employees to use accrued vacation and sick leave to cover some or all of the FMLA Leave to the extent permissible under applicable law. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits During Leave

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

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

Job Reinstatement

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

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.

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 by the Company as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Prohibited

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

Nondiscrimination

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

Regarding FMLA

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is included at the end of this Handbook.

Employees should contact your Human Resources Representative as to any FMLA questions they may have.

State Law

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

Military Leave

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

State laws may also provide an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, they should contact their Human Resources Representative. information on any additional rights or requirements, if applicable, under state law.

Eligibility for Leave

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

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, State active duty for a period of 14 days or more, State active duty in response to a national emergency declared by the President under the National Emergencies Act or in support of a major disaster declared by the President under Section 401 of the Stafford Act, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. For purposes of this policy "State active duty" means training or other duty, other than inactive duty, performed by a member of the National Guard of a State, under the authority of the Governor of a State. It does not include duty performed under federal authority (such as Title 10 or Title 32), nor duty for which the National Guard member is entitled to pay from the Federal Government. A "State" includes the several states of the United States, the District of Columbia, Puerto Rico, Guam, the Virgin Islands and other U.S. territories.

Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

Notice of Leave

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

Compensation and Benefits During Leave

Accrued, unused vacation or PTO will be paid during military leave at the employee's request. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

Reinstatement

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

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

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

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

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from your Human Resources Representative.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company 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 they would have attained if no military leave had been taken.

Jury and Witness Duty Leave

We encourage employees to serve on jury or witness duty when called. Employees must notify their supervisor 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. The Company will comply with all state laws regarding pay for jury leave. Any mileage allowance, fee, etc. paid for jury or witness duty will be credited against any payments made to employees by the Company.

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

The Company 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 do not have sufficient time to vote, however, that employee should discuss the matter with a supervisor. The Company will comply with all applicable state and municipal voting time laws.

Bereavement Leave

Full-time, staff and management employees may be eligible for various forms of time off, both paid and unpaid, after meeting certain criteria. Time off for Front Line Team Members is determined by: applicable laws, applicable collective bargaining agreement or client contract consistent with applicable laws.

To get more information or to apply for any leave of absence notify your supervisor and contact your Human Resources Representative.

Employees may take up to three days of paid 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" consists of the employee's spouse, domestic partner, child, sibling, parents, grandparents, grandchildren; or the child, sibling 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. Approval of bereavement leave will occur in the absence of unusual ABM operating requirements. Any employee may, with their supervisor's approval use any available paid leave for additional time off beyond three days as necessary.

Other Leaves of Absence

Many states require employers to provide their employees with additional leaves of absence, such as pregnancy disability leave, bone marrow donation leave and school

activities leave. Please check the applicable state supplement to this Handbook for additional information and contact Human Resources with any questions.

WORKPLACE SAFETY AND SECURITY

Workplace Violence

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

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company'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 their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

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

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company 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 the Company.

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 the individual's family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of ABM or another'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 supervisor or manager or call the ABM Safety Hotline at (866) 208-2114

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with ABM. We will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. 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

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company. Unless this prohibition is contrary to state or local law, the workplace specifically includes company parking areas. Employees are not permitted to transport

or store weapons in vehicles owned or leased by the Company and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of the employee's duties and the employee has written permission from the **Chief Human Resources Officer of the Company or his or her authorized representative**. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

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

Workplace Bullying

The Company 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 certainly 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
- Sabotage, 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 the Company or connected to the Company 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 your Human Resources Representative or ABM Compliance Hotline at 1-877-253-7804 or abmhotline.ethicspoint.com immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company 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. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

Anti-Retaliation

The Company 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.

Work-Related Injuries

An employee who sustains a work-related injury or illness should inform their supervisor within 15 minutes. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Work related injuries and illnesses must also be reported to the incident NurseLine at 1.888.840.4148 (select option 1). The employee and supervisor make the call together.

Employees who sustain work-related injuries may receive workers' compensation benefits.

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with their Human Resources Representative for additional information.

Smoke-Free Workplace

The Company provides a work environment that is smoke-free. Smoking and the use of all tobacco-related products, including but not limited to, smoking, the use of chewing tobacco and the use of e-cigarettes is strictly prohibited inside the building. Employees who observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees that violate this policy or who tamper with "no smoking" signs may be subject to disciplinary action up to and including termination.

Drug-Free Workplace

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off.

For these reasons, the Company has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or nonprescribed prescription drugs and alcohol.

Drug Use/Distribution/Possession/Impairment

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time while at work or at any company worksite, and in any amount or any manner, regardless of occasion. “Illegal drugs” means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore the use of marijuana and marijuana products is prohibited by this policy. The Company will accommodate individuals who are medically certified to use marijuana by their home state where required to do so by law, but in no case may an employee use or possess marijuana or marijuana products at work or during work time or work while impaired.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto company premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources Representative. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this policy. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse other policy violations related to medical marijuana.

Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and upon receiving a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

Company's Right to Search

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company 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 the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

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 job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, et cetera. If a non-exempt employee is present during any search or inspection, the employee must report the time spent during the search or inspection as working time.

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 the Company's premises. The

individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management employee of the same gender. The Company will not tolerate any employee's refusal to submit to a search.

Visitors

Restricting access to Company premises helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances. For this reason, only authorized visitors are allowed in the workplace and all authorized visitors, including friends, family and former associates, must be approved by the manager on duty. All visitors must be escorted at all times by a(n) ABM employee.

Employees being visited are responsible for the actions of their guest(s). Should a guest of an employee act in such a manner that disrupts the normal working conditions of the Company or threatens the security of the Company and/or its employees, the employee accompanying the guest may be held responsible for the guest's actions and subject to disciplinary action up to and including termination of employment.

The Company reserves the right to verify the contents of packages and briefcases brought onto company premises by visitors.

If an employee suspects or becomes aware of any unusual situation, they should immediately notify Security and/or Human Resources.

Use of Company Equipment and Resources

Company Equipment

When using company 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 supervisor or Human Resources Representative.

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

Company Resources

The Company has significantly invested in telephone lines, fax machines, photocopiers and other types of business equipment, internet access and software that are vital to keeping our operations flowing smoothly and effectively. The Company's resources are limited and, except as provided in the Electronic Resources policy in this National Handbook, should be used for business transactions only and not for personal use, unless explicitly authorized by a supervisor.

Electronic Resources

This policy describes the Company's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access and computer systems.

Employees should use the Company's electronic resources with the understanding that these resources are provided for the benefit of the Company's business. Employees may use company electronic resources for occasional non-business purposes, during nonworking time, as long as such use complies with the ABM Information Systems Usage Policy, other company rules and applicable laws. Employees should never use the Company's electronic resources for personal use in a manner that interferes with their work duties, the work duties of other employees, or any responsibilities to customers.

Sending, saving, accessing, or viewing obscene, uncivil or otherwise inappropriate material on the Company's electronic resources is prohibited. Messages stored and/or transmitted by the Company's electronic resources, including the computer, voicemail, email, or the telephone system, 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 their 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 Company 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.

No Solicitation

The Company's electronic resources must not be used for solicitation purposes during working time. The Company's no solicitation rule applies to the use of electronic resources.

Software

Employees may not duplicate any licenses, software or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company 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 their computers.

The Company reserves the right to audit any company computer to determine what software is installed on the local drive(s).

Employee Responsibility

Each employee is responsible for the content of all text, audio or images that they place or send using the Company's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other company correspondence or memoranda.

Computer and Systems Security

All computers and the data stored on them are, and remain at all times, the property of ABM. As such, all messages created, sent or retrieved over the internet or the Company's electronic mail systems are the property of the Company, and should be considered company information. The Company reserves the right to retrieve and read any message composed, sent or received using the Company's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

Email Content Screening

The Company maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

The Company may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Company to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use company equipment, the employee consents to any monitoring by the Company and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.

Driving for Company Business

ABM provides company-owned vehicles for approved selected employees to drive on company-designated business. The Company will also reimburse these employees for business use of personal vehicles in accordance with the Company's Employee Travel Policy

All employees are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment or driving a personal vehicle for business purposes. The Company may discipline employees who engage in unlawful conduct. For example, employees who are assigned to drive a company-owned vehicle or otherwise required to drive as part of their job duties are required to have and maintain a valid driver's license, wear seat belts, and travel at a safe speed. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment. Please see the Company's Vehicle Safety Rules for more information.

No Solicitation/Distribution of Literature

The Company has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written material and access to Company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their own working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their own working time or the working time of the employee or employees at whom such activity is directed;
- Nonemployees are not permitted to solicit or to distribute written material for any purpose on Company property; and
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

EMPLOYEE BENEFITS

Employees may be eligible for certain types of employee benefits. For information regarding employee benefits, please contact ABM's Benefit Center, toll-free, at 1-855-306-8106 or email <https://abm.hrintouch.com>.

References and Verifications of Employment

So that the Company can handle requests for job references in a consistent, fair and lawful manner, all requests for official job references on behalf of the Company should be forwarded to **InVerify** at **866.295.7363** or online at www.InVerify.net. The ABM company code is 112200. No manager or supervisor is authorized to release references on the Company's behalf for current or former employees. Our policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held.



APPENDIX A

MUTUAL ARBITRATION AGREEMENT

If you are subject to a Collective Bargaining Agreement at ABM, this Mutual Arbitration Agreement in Appendix A does not apply to you.

If you already have signed an arbitration agreement, electronically or otherwise, with the Company, this Mutual Arbitration Agreement in Appendix A does not apply to you. You can obtain a copy of an arbitration agreement you previously signed by asking your Human Resources representative.

ABM Industries Incorporated and its subsidiary companies (collectively, the “**Company**”) and I desire to resolve fairly and quickly all disputes between us as forth below, including but not limited to those arising from and/or relating in any way to any aspect of my hiring, my employment, my compensation, and/or the end of my employment, with the Company. I understand and agree that this Mutual Arbitration Agreement (the “**Agreement**” or “**Mutual Arbitration Agreement**”) applies to me and the Company (with respect to me) unless I follow the opt-out procedure in Section G below. I understand that this Agreement is not mandatory in that I have an opportunity to opt-out of it by following the procedure in Section G below.

In consideration of the binding mutual agreement of the parties to arbitrate claims between us, the agreement by the Company to pay the “**AAA Filing Fee**” (as that term is defined in Paragraph C, below), and the other mutual promises and agreements set forth herein, the Company and I agree as follows:

A. Final and binding arbitration before a single, neutral arbitrator, instead of a judge and jury in court, shall be the exclusive remedy for any “**Covered Claim**”. A “**Covered Claim**” is, to the maximum extent permissible pursuant to federal law, any claim that the Company has against me or that I have against the Company, its past, present, and future parent(s), subsidiaries, affiliates, and/or their respective past, present, and future officers, directors and/or employees, including but not limited to claims arising and/or relating in any way to my hiring, my employment or association with, my compensation, and/or the end of my employment with, the Company. This Agreement applies to successor entities without the need for a formal assignment by the Company. This Agreement includes any Covered Claim brought against a third-party, including but not limited to any client(s) and/or vendor(s) of the Company, and this provision can be enforced by any such third-party through a motion to compel arbitration, to the extent necessary. Covered Claims include, but are not limited to, any claim for breach of contract, for any provision of a federal or state labor code or a Wage Order, for unpaid fees, expenses, wages, or overtime, for unpaid compensation or penalties for missed meal or rest breaks, for wrongful termination, for unfair competition, for discrimination, harassment, or unlawful retaliation, for violation of the Uniformed Services Employment and Reemployment Rights Act, for violation of the Fair Labor Standards Act, or any federal, state, or local laws, to the full extent permitted by applicable federal law after the application of Federal Arbitration Act (“**FAA**”) preemption principles. Covered Claims do not include claims for workers’ compensation (except in Puerto Rico, this exclusion from Covered Claims does not include claims for violation of employment reserve or claims for non-reinstatement, which are covered by this Agreement), unemployment compensation benefits, disputes covered by a Collective

Bargaining Agreement, claims for unfair labor practices covered by the National Labor Relations Act, claims for employee benefits covered by the Employee Retirement Income Securities Act (“**ERISA Plan**”), or claims that are not arbitrable, after application of FAA preemption principles, as a matter of federal law, but only to the extent federal law prohibits enforcement of the Agreement with respect to such claims. Covered Claims also do not include any claims that are currently pending in litigation. For purposes of this Agreement only, “currently pending in litigation” means that a lawsuit has been filed against and served upon the Company by me, I have filed a Consent to Opt-In to a lawsuit, or I am a member of a class that has been certified.

B. As to any Covered Claim, each party waives to the maximum extent permitted by federal law, the right to jury trial and to bench trial, and the right to bring, maintain, or participate in any class, collective, or representative proceeding, including but not limited to under the PAGA or any other applicable similar laws, whether in arbitration or otherwise, to the full extent permitted by applicable federal law after the application of FAA preemption principles. To the extent federal law, after the application of FAA preemption principles, prohibits enforcement of the representative action waiver with respect to representative claims under California’s Private Attorneys General Act of 2004, California Labor Code §2698, and representative claims for public injunctive relief under California Business and Professions Code § 17203, such claims are not covered by this Agreement. Further, Covered Claims must be brought in the individual capacity of the party asserting the claim, and cannot be maintained on a class, collective, or representative basis, to the full extent permitted by applicable federal law after the application of FAA preemption principles. The arbitrator does not have the authority to consider, certify, or hear an arbitration as a class action, collective action, or any other type of representative action.

C. Arbitration will occur in the county in the United States in which I reside at the time the claim is filed by any of the parties to this Agreement. Arbitration will be conducted pursuant to the AAA Employment Arbitration Rules and Mediation Procedures (the “**AAA Rules**”), except as expressly set forth herein or where such rules are not in compliance with applicable state or federal law. A copy of the AAA Rules is available for review through the Company by submitting a request to the Legal Department, by contacting AAA at telephone number 888-774-6904, or at AAA’s website at www.adr.org/Rules. I will not be required to pay anything to AAA as costs for the arbitration process, and the Company will pay all fees and costs of AAA and the arbitrator. The Company further agrees that it will pay the initial filing fee associated with filing the demand for arbitration by me (the “**AAA Filing Fee**”). The parties shall pay their own attorneys’ fees and litigation costs associated with the arbitration, except as otherwise awarded by the arbitrator. The parties agree that the arbitrator must be either a former judge or a currently-licensed attorney. To the extent that a dispute arises regarding the arbitrability of claims, jurisdiction for determining the arbitrability of claims shall lie exclusively with the Court, and not with the arbitrator, notwithstanding anything to the contrary in the AAA Rules. The arbitrator shall apply the substantive law (and the laws of remedies, if applicable) of the state in which the Covered Claims arose, or federal law, or both, as applicable to the Covered Claims. Each party shall have the right to conduct discovery adequate to fully and fairly present the claims and defenses consistent with the streamlined nature of arbitration, subject to rulings of the arbitrator. The arbitrator is without jurisdiction to apply any different substantive law or law of remedies. The arbitrator can order the same individual remedies that a judge could in a court of law, including injunctive relief and attorneys’ fees to the extent permitted by law, and has the authority to consider motions to dismiss and motions for summary judgment/summary adjudication. Should any party refuse or neglect to appear for, or participate in, the arbitration hearing, the arbitrator shall have the authority to decide the dispute based upon the evidence presented. If the parties cannot agree on an arbitrator, the AAA Rules will govern selection. The arbitrator shall issue a written decision, which shall: (i) state the reasons

to support the decision; and (ii) be based on governing law and evidence cited. The parties agree that any arbitration award shall have no preclusive effect as to issues or claims in any other dispute or arbitration proceeding and that arbitrators are barred from giving prior arbitration awards precedential effect.

D. This Agreement is governed by and enforceable under the FAA, the Agreement shall be interpreted under the FAA, and both the Company and I agree that the Company is engaged in interstate commerce. This Agreement can be modified only by a writing both parties sign, stating the intent to revoke or modify this Agreement.

E. Nothing in this Agreement precludes me from filing a charge or from participating in an administrative investigation of a charge before an appropriate government commission, body, or agency, be it federal, state or local. Similarly, this Agreement does not preclude the parties from conciliating any charge pending before an appropriate government commission, body or agency.

F. This is the complete agreement of the parties on the subject of arbitration of claims or disputes, except for any arbitration agreement in connection with an ERISA Plan. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement. If any provision of this Agreement is adjudged to be void or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement. Notwithstanding the foregoing, if a court of competent jurisdiction holds or rules that the provision concerning the waiver of a representative and/or collective action is not enforceable as to one or more claims, only claims that the court finds can be arbitrated on an individual basis shall be arbitrable under this Agreement and any remaining Covered Claims must be pursued in court. This Agreement is not, and shall not be construed to create, a contract of employment, express or implied, nor does this Agreement in any way alter any applicable "employment at-will" status.

G. I understand that I may opt out of this Mutual Arbitration Agreement by sending an email to arbitration@abm.com or fax to 1-866-489-7815 on or before April 30, 2020 that says "I opt out of the Mutual Arbitration Agreement and do not wish to be bound by it" and includes my full name. Failure to deliver the opt out email or fax on or before April 30, 2020, and continued employment with the Company after that date, shall be deemed my acceptance of the terms of the Mutual Arbitration Agreement. In the event that I opt out of this Agreement, this Agreement shall not apply to me or the Company. I understand that I will not be retaliated against in the event that I choose to opt out of the Agreement by April 30, 2020. If I signed, electronically signed, or electronically agreed to a different arbitration agreement with the Company, or if I am subject to a Collective Bargaining Agreement, then this Mutual Arbitration Agreement in Appendix A does not apply to me and I may not use this opt-out process to opt out of any agreement I already signed, electronically signed, or electronically agreed to or to any Collective Bargaining Agreement. In the event that I am a party to another arbitration agreement with the Company or am subject to a Collective Bargaining Agreement and I submit an email or fax opting out of this Agreement, I understand that opt out does not operate as an opt out from any arbitration agreement signed, electronically signed, or electronically agreed to by me, and it does not operate as an opt out from any Collective Bargaining Agreement.

THIS CONTRACT IS A BINDING ARBITRATION AGREEMENT WHICH MAY BE ENFORCED BY THE PARTIES.

I UNDERSTAND THAT THIS ARBITRATION AGREEMENT REQUIRES THAT DISPUTES THAT INVOLVE THE MATTERS COVERED BY THE AGREEMENT BE SUBMITTED TO ARBITRATION PURSUANT TO THE ARBITRATION AGREEMENT RATHER THAN TO A JUDGE AND JURY IN COURT.

I UNDERSTAND THAT BY ISSUING THIS AGREEMENT, THE COMPANY AGREES TO IT AND IS BOUND BY IT.

I UNDERSTAND THAT BY FAILING TO TIMELY OPT OUT OF THIS AGREEMENT AS SET FORTH IN PARAGRAPH G ABOVE AND CONTINUING MY EMPLOYMENT WITH THE COMPANY, I KNOWINGLY AND VOLUNTARILY AGREE TO IT, AND WAIVE FOR ANY COVERED CLAIM THE RIGHT TO CLASS, REPRESENTATIVE, AND COLLECTIVE PROCEDURES AND THE RIGHT TO TRIAL BY JURY OR JUDGE. I RETAIN MY RIGHT TO COUNSEL, TO CALL AND CROSS-EXAMINE WITNESSES, AND TO HAVE MY CLAIMS ADDRESSED BY AN IMPARTIAL FACT FINDER. I ACKNOWLEDGE THAT I AM ADVISED TO SEEK LEGAL ADVICE AS TO MY RIGHTS AND RESPONSIBILITIES UNDER THIS AGREEMENT AND HAVE AVAILED MYSELF OF THE ADVICE OF COUNSEL TO THE EXTENT I WISH TO DO SO.

APPENDIX B

ABM Industries Incorporated

Code of Business Conduct

How we achieve our results is as important as the results we achieve.

Dear ABM Team Member,

In 1909 our founder, Morris Rosenberg, first began washing windows of buildings in San Francisco with nothing more than a mop and bucket. Today, ABM is one of the largest facility solutions companies in the world with approximately 140,000 team members who service tens of thousands of locations across the US and internationally. We are privileged to touch the lives of millions of people every day.

With this success comes great responsibility, and it starts with you. How we conduct business, treat our clients and their customers, work with our vendors and stakeholders, and interact with each other is just as important as our results. Our Code provides critical guidelines that help all of us adhere to the highest levels of integrity. Specifically, our Code:



- Requires that we comply with applicable laws and regulations wherever we do business.
- Acts as a moral framework for achieving our goals by focusing on areas of ethical risk.
- Serves as an important tool to help all of us recognize and report unethical conduct and preserve and nurture our culture of honesty, integrity and accountability.

As a reminder, if you become aware of any activity that is or may be in violation of our Code or any law or regulation applicable to our business, it is your responsibility to report such violation. It is our policy that there will be no retaliation against any employee who reports what he or she believes in good faith to be a violation or assist others in making such reports. Also please remember that a failure to do so is itself a violation of this Code.

To report a violation or to discuss a concern, you can contact your Human Resources Business Partner and/or you may report it through the following channels:

- ABM’s Compliance Hotline at 1-877-253-7804: this is a toll-free, completely anonymous, third party service set up for employees to report possible violations of the law, this Code or other ABM policies, and is available 24 hours a day, 7 days a week.
- Online at abmhotline.ethicspoint.com.
- By mail, addressed to ABM Ethics and Compliance, ABM Industries Incorporated, One Liberty Plaza, 7th Floor, New York, and NY 10006.

The Company takes all reports of possible misconduct seriously, and all concerns will be handled quickly, discreetly and professionally.

Our Code is just one of the tools that we use to support you in making the right choices when conducting business. All of our policies and procedures are fundamentally rooted in our Purpose, Vision and Mission and our Core Values. I strongly urge you to read the Code carefully and use it as a guide to make decisions that are consistent with our Purpose, Vision and Mission and our Core Values.

Sincerely,



Scott Salmirs

President and CEO

Code of Business Conduct

For more than 100 years, we have been working to gain our stakeholder's trust. In our Code of Business Conduct we ensure that our principles of respect, integrity, collaboration, innovation, trust and excellence are applied through our operations, and that these values are aligned with our vision to lead the industry in the delivery of integrated facility service solutions.



ABM Vision & Core Values

We continue to be dedicated to the following:

Our Commitment to Shared Values



RESPECT

Every person brings value and is acknowledged as an asset to our team.



INTEGRITY

We are sincere, trustworthy, and accountable. We tell the truth and do not tolerate behavior that breaches our values.



COLLABORATION

We believe that we can do better and achieve more when we work together and learn from our collective experiences.



INNOVATION

We bring fresh ideas and data-driven insights to solve business challenges. We say What if? Why not? What's next?



EXCELLENCE

We deliver consistent, reliable service, but we don't stop there. We are committed to exceeding expectations.



TRUST

We build confidence and demonstrate that we are worthy of keeping it.

Guidance and Administration

As you read this Code, bear in mind that it is not possible to capture every possible situation that could be a violation of the Code. You are expected to exercise good judgment in your decision-making and ask for help if you have questions or concerns that are not addressed in the Code. ABM's General Counsel administers and interprets our Code. In doing so, the General Counsel works with the Board and other Company leaders to adopt procedures to promote the effectiveness of the Code and to respond to questions relating to the Code and its application. Please see *Finding Assistance and Reporting Illegal or Unethical Behavior* on page 12 for information about how to get help with understanding the Code and reporting suspected illegal or unethical behavior.

Conflicts of Interest

It is important that our business decisions are made ethically and in the best interests of the Company. A "conflict of interest" occurs when a director, officer or employee's private interest interferes in any way, or even appears to interfere, with the interests of the Company. Any situation that creates or appears to create a conflict of interest between personal interests and the Company's interests must be avoided, terminated, resolved or appropriately disclosed. While it is not possible to list all situations which

could give rise to a conflict of interest or potential conflict of interest, some examples of potential conflicts of interest include the following:

- You or your family member receives an improper personal benefit as a result of your position with the Company. “Family member” can include your child, stepchild, parent, stepparent, spouse, domestic partner, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew or any person who lives in your household.
- A family member is employed by the Company in any position where either you or the family member is subject, directly or indirectly, to the management and/or control of the other.
- A personal or family relationship that overlaps with your professional life, for example, when you happen to be a manager with direct supervision over a close personal friend.
- You are employed by, or act as a consultant to, a competitor or potential competitor, regardless of the nature of the employment or consulting relationship.
- You have a second job or consulting arrangement outside of the Company with a company that is one of our suppliers, customers, competitors or subcontractors, or where the work interferes with your job at the Company.
- You own, or hold an interest in, any supplier, customer, subcontractor or other company that impairs your ability to make objective decisions on behalf of the Company.
- You purchase, or direct the purchase, of merchandise or services for the Company from, or placement of other business with, a company directly or beneficially owned or controlled by you or a family member.
- Borrowing or lending money or guaranteeing financial obligations between employees where one employee directly or indirectly has management or control of the other employee.

All situations that may involve a conflict of interest, or potential conflict of interest, should be reported immediately. Please see *Finding Assistance and Reporting Illegal or Unethical Behavior* on page 12 for information on how to report a conflict of interest or a potential conflict of interest. A conflict of interest may only be waived in accordance with the provisions set forth below under “Waivers”.

Other relevant policies:

- Nepotism and Personal Relationships Policy
- Related Party Transaction Policy

Corporate Opportunities and Duty of Loyalty

Employees have a common law duty of loyalty to the Company, which means that employees may not use their positions or the Company’s name, property, information or

goodwill for personal gain or for the gain of others. An employee also may not take advantage of a personal opportunity that is discovered through the use of Company property, information or his or her position with the Company.

Directors are prohibited from taking for themselves or for their companies opportunities related to the Company's business, using the Company's property or information for personal gain, and competing with the Company for business opportunities.

Gifts and Gratuities

Gifts and entertainment are a common way we create goodwill and strengthen our business relationships, but they can also make it difficult to make objective decisions about business partners. For these reasons, we should avoid their use if it will create the appearance of compromising business decisions. We do not seek to gain any advantage through the improper use of business favors or gifts. No gift, favor or entertainment may be accepted or provided if it will obligate or appear to obligate the receiver.

In some cases, providing business gifts and entertainment may even be illegal, such as when the recipient is a government official. Gifts include any tangible item of value, any service of value, any purchase at a price lower than what is usually charged or any benefit or other thing of value (including cash or certificates) and any of which are given at less than usual and customary rates or fair market value.

Other relevant policies:

- Gift & Entertainment Policy
- Anti-Bribery and Anti-Corruption Compliance Policy

Bribery and Corruption

We are dedicated to winning business based on merit. This means that we will not resort to offering improper benefits to others or paying bribes. As an international company, we adhere to those laws around the world that are designed to prevent corruption and bribery, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. We strictly prohibit the use of improper gifts, favors or entertainment and bribes, kickbacks, facilitation payments, or payoffs of any kind by our employees or by any third party working on our behalf.

You, and third parties working on our behalf, may not offer or pay, directly or indirectly, any “bribe” or “kickback” or “facilitation payment” or other payment of anything of value to any person for the purpose of influencing, obtaining or rewarding any favorable action in a commercial transaction, collective bargaining agreement or governmental matter involving the Company. You also may not solicit or accept any payment or receipt of anything of value from any person for any such purpose. Practices or procedures that might conceal or facilitate bribery, illegal or improper payments or any activity which might support an inference of wrongdoing are also not permitted.

For reference, a “kickback” is returning a portion of the money paid to ABM under a contract to a person or company as a reward for helping ABM secure the contract.

A “bribe” is paying anything of value (for example, cash, gifts, services, contributions, internships or vacations) for the purpose of improperly obtaining or retaining business.

A “facilitation payment” (also known as a “grease payment”) is modest amounts of money paid as an unofficial fee to low-level government employees to speed up or initiate the performance of routine and expected government services to which ABM is entitled. For example, paying a low-level official to expedite a permit application.

Other relevant policies:

- Gift & Entertainment Policy
- Anti-Bribery and Anti-Corruption Compliance Policy

Antitrust/Competition

Federal antitrust laws exist to promote open and fair competition in the marketplace so that free enterprise can flourish. Certain conduct such as discussions or agreements between ABM and its competitors and/or suppliers may constitute an antitrust violation if it may have the effect of reducing or restricting competition. You may not agree with any actual or potential competitors or suppliers to fix prices on products or services to be bought or sold by the Company, divide or allocate customers or markets, or refrain from competing in a market. Antitrust is a complex area of the law and the Code cannot address every possible issue. If you have any questions about whether certain conduct may raise an antitrust issue, you should contact our Legal Department.

Other relevant policies:

- Antitrust Policy

Insider Trading and Speculation

ABM stock is publicly traded. In the course of your work, you may become aware of important information about our Company or another company that has not been publicly disclosed. U.S. federal and state laws refer to such information as “material, non-public information.” Material, non-public information can be information about contracts and pricing, strategic or marketing plans, major management changes, mergers, acquisitions or divestitures and financial data.

You are prohibited from directly or indirectly buying, selling or otherwise trading in ABM stock or the securities of another company (for example, a supplier or a customer) on the basis of material non-public information and from sharing that information with others.

We also believe it is improper and inappropriate for directors, officers and employees to engage in speculative transactions involving ABM securities. You therefore may not sell any ABM securities you do not own (i.e., a short sale) either directly, by sale of an option or other arbitrage transaction. You also may not engage in any hedging transaction involving ABM securities or a pledge of ABM securities. You are encouraged to contact our Legal Department if you have questions about insider trading or other speculative activity.

Other relevant policies:

- Insider Trading Policy

Compliance with Laws, Regulations and Policies

Compliance with laws, rules and regulations is core to our business. We comply with both the letter and the spirit of the law and we expect our business partners and suppliers to do the same. Fraud, theft, dishonesty, embezzlement, misappropriation or falsification in connection with your duties for the Company are never tolerated. In addition, we will not tolerate human trafficking or forced labor in any part of our business activities or anywhere within our supply chain around the world.

You are expected to obey and comply with all national, state, provincial and local laws, regulations and ordinances, including but not limited to:

- Immigration related laws concerning the hiring of legally documented workers;
- Employment laws concerning payment of minimum wage, overtime requirements, and general working conditions;
- Laws concerning harassment, discrimination and retaliation;
- Labor laws concerning worker organizing and bargaining activities;
- Laws and regulations concerning human trafficking, child labor and other responsible labor-sourcing, including the U.K. Modern Slavery Act;
- Health and safety laws concerning the workplace;
- Laws concerning racketeering, corrupt practices and the unlawful influence of foreign officials and falsification of records;
- Laws concerning the proper maintenance of books, records and internal controls, including data privacy; and
- Laws, regulations, and contract provisions in connection with the Company's government contracting activities.

In addition, you are expected to be familiar with and comply with the Company's various policies and procedures. Violation of Company policies and work rules may result in disciplinary action, up to and including termination.

Other relevant policies:

- Anti-Bribery and Anti-Corruption Compliance Policy
- Gift & Entertainment Policy
- Antitrust Policy
- Compliance Policy

Modern Slavery and Human Trafficking

ABM follows all international labor and immigration laws and does not tolerate the use of child labor, any acts of modern slavery, human trafficking, or other illegal, abusive, or forced labor practices. This includes compliance with internationally recognized laws

and regulations in all locations where we operate, regardless of local business customs. We strive to provide safe and secure conditions for those working on the Company's behalf. Additionally, we expect all of our subcontractors and vendors to comply with this policy.

Fair Dealing

Fairness is one of our values and each employee is expected to deal fairly with the Company's customers, suppliers, competitors and other employees. You should not take unfair advantage of anyone through manipulation, concealment, abuse of confidential information, falsification, misrepresentation of material facts or any other unfair dealing practice. Unauthorized use of covert surveillance equipment, including video, photographic or recording devices, is strictly prohibited.

Protection and Proper Use of Company Assets

Employees are expected at all times to protect and assure the proper and efficient use of the Company's assets, property and facilities for the benefit of the Company and its stockholders. This includes taking appropriate precautions to protect information when using the internet or storing information on a computer. When using Company assets, you are expected to put the interests of the Company ahead of other interests and assure that such assets are used only for conducting legitimate Company business. Theft, carelessness and waste by an employee of any Company assets are strictly prohibited.

Other relevant policies:

- ABM's Information Systems Usage Policy
- Policy for Adoption, Protection and Use of Corporate Names, Tradenames and Trademarks
-

Political Contributions and Activities

Many Company employees participate in the political life of their respective communities. However, employees are prohibited from making any direct or indirect contribution of cash, merchandise, services or other property on behalf of the Company to any candidate for public office, or to any political party, political advocacy group or other political organization, except as explicitly permitted by Company policy.

Employees may never use Company resources and assets for personal activities in support of their choice of political party, candidate or cause. Corporate expenditures of a nonpartisan nature may be made in support of legislative issues of concern to the Company, but only with prior written approval of the General Counsel

Other relevant policies:

- Commitments Policy

Health and Safety

We are committed to providing a safe and healthy work environment for our employees. We operate in compliance with applicable health and safety regulations and laws, and we expect our employees to comply with safety, health and environmental regulations and our own standards, which may be stricter. Any workplace accident and any unsafe working conditions or practices must be reported immediately.

The health and safety of our fellow employees and others require that each employee works free from the influence of any substance that could impact or prevent a safe working environment. To that end, you are prohibited from using or possessing alcohol or illegal drugs in violation of any national, state, provincial or local law, regulation or ordinance or Company policy at your workplace or in connection with your work, in a Company vehicle or in any motor vehicle when used in connection with Company business. Subject to the provisions of applicable laws and regulations, we prohibit the possession or use of any firearms, other weapons, explosive devices and/or dangerous materials while conducting Company business, at your workplace or in a Company vehicle.

Harassment, Discrimination and Workplace Violence.

The Company is committed to providing all employees with a workplace environment consistent with ABM's core values of Respect, Integrity, Collaboration, Innovation, Excellence and Trust. Employees who are respected and valued and who are not distracted by discrimination, harassment or other forms of unprofessional or unacceptable conduct can fully contribute their skills and talents to enhance ABM's performance. Accordingly, ABM does not tolerate any form of unlawful workplace discrimination, harassment, retaliation, bullying, threatening behavior or violence.

Other relevant policies:

- Policy Against Harassment in the Workplace
- Accounting Complaints Policy
- Workplace Complaints Investigation Policy
- Social Media Policy

Wages, Hours and Working Conditions

We comply with all applicable laws governing the wages, hours and working conditions of our employees. This includes, but is not limited to, minimum wage requirements, meal and rest periods, overtime pay, recordkeeping and final pay upon separation. As an ABM employee you are expected to comply with these same laws as well as all Company policies and work rules concerning wages, hours and working conditions. If you become aware of any violations of wage and hour laws, policies or work rules, you must immediately report them to the ABM Compliance Hotline at 1-877-253-7804 or online at abmhotline.ethicspoint.com.

Retaliation

We have zero tolerance for retaliation. We want to hear your honest concerns and we do not tolerate retaliation against anyone who, in good faith, reports a possible violation of any law or Company policy. Any employee or manager who attempts to retaliate against an individual who has reported a violation or possible violation of this Code will face serious disciplinary action, up to and including termination.

Sustainability

At ABM, sustainability revolves around three pillars: doing business in a responsible way, improving our value chain continuously, and impacting the ecosystem. We are focused on strengthening our sustainability initiatives at our client's facilities, growing our energy savings and renewable energy offerings and measuring and tracking our sustainability performance. We seek to support our clients in achieving their sustainability goals as we in turn strive to be good stewards of the environment and responsible global citizens.

Other relevant policies:

- Sustainability Policy

Confidentiality

Any information about our Company may be valuable to a competitor. It is important to maintain the confidentiality of any non-public Company or customer information entrusted to you that might be of use to competitors, or harmful to the Company or its customers, if disclosed. You must also maintain the confidentiality of any proprietary information or trade secrets you learn while employed by the Company that are not otherwise in the public domain. Examples of proprietary information include, but are not limited to: customer or potential customer lists; cost, price, billing and profit information and methodology; customer service and supply preferences or requirements; trademarks, copyright and software development; contracts and contract negotiations.

Other relevant policies:

- Policy for Adoption, Protection and Use of Corporate Names, Tradenames and Trademarks

Data Security

ABM is committed to all aspects of data protection and takes its duties seriously. It is the Company's policy and responsibility to ensure that personal data held about employees is relevant, accurate and adequate; is stored safely; and not held for longer than is necessary. It is also the Company's policy to securely store the confidential information of the Company, our customers and vendors. All sensitive information must be protected if it is transported physically or electronically and employees are required to report any potential breach of ABM's IT systems or unauthorized acquisition of data that compromises the security, confidentiality, or integrity of personal or confidential business information maintained by the Company.

Social Media

When using social media platforms, express only your personal opinions and make it clear that you are not speaking as a spokesperson or designated representative of ABM. Only specifically designated individuals are permitted to post or disclose information on behalf of ABM. If ABM is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of ABM, your fellow employees, clients, vendors, or people working on behalf of ABM. If you do publish a blog or post online related to the work you do or subjects associated with ABM, you must make it clear that you are not speaking on behalf of ABM and that the views expressed are yours alone. In addition, make sure you comply with all ABM policies that might apply to your postings and be careful to protect ABM's confidential and/or proprietary information, as well as the confidential and/or proprietary information of ABM's employees, clients, customers, and suppliers.

Other relevant policies:

- Social Media Policy

Accounting and Recordkeeping

As a public company, we periodically release certain information about our finances to the public. Accurate and honest recording is important to appropriate public financial disclosure and also important to making responsible business decisions. We require that all records involving our businesses be complete and accurate and that all required disclosures be timely, accurate and understandable. If you have any responsibility for any aspect of the Company's recordkeeping (including, but not limited to processing of cash receipts or processing or approval of payments; creation, processing or approval of invoices and credit memos; payroll and benefits decisions; submission or approval of expense reports and any and all other transactions; or the estimation of reserves or other claims or the amount of any accrual or deferral; or the recording of any of the foregoing in the Company's ledgers) and/or the preparation of the Company's financial statements or other reports, you must see to it that complete and accurate books and records are maintained.

Internal controls are an essential part of accounting and the effective operation of a business enterprise. They are designed to ensure the integrity of our accounting data and prevent inefficiency, waste and the improper use of Company funds or other assets. We have adopted detailed policies and procedures on internal controls. These are made available to all employees who are involved with internal controls.

Our internal audit function is an essential resource, and it plays a critical role in providing management with evaluations of the effectiveness of internal controls over accounting, operational and administrative functions. If you receive inquiries from our internal auditor or our independent auditors, accountants, or the Audit Committee you must respond promptly, fully and accurately.

We do not tolerate any subversion of the Company's systems of internal accounting controls, funds or assets for any illegal or improper purposes, and the making of false or

misleading statements in any Company documents, reports or records is strictly prohibited. No undisclosed or unrecorded accounts may be established using the Company's funds or other assets. Any employee who is directed to act in a manner that he or she believes is not in compliance with this Code should seek guidance and report the matter in accordance with the procedures found under "Finding Assistance and Reporting Illegal or Unethical Behavior."

Other relevant policies:

- Accounting Complaints Policy

Penalties for Violations

Violations of this Code or failure to cooperate with an internal investigation relating to an actual or apparent violation of this Code constitute grounds for corrective action, including immediate termination of employment. In addition, some Code violations may be serious enough to result in civil or criminal fines and/or imprisonment.

Waivers

The provisions of the Code are only waived in extremely limited circumstances. A request for a waiver and the reasons for the request must be submitted to the Company's General Counsel to review and you must obtain written pre-approval from both the General Counsel and the Chief Human Resources Officer. Any waiver of the Code for a director or executive officer may only be granted by the Board of Directors, which has sole and absolute discretion to approve any waiver. Any waivers granted to directors or executive officers of the Company will be promptly disclosed to Company stockholders if and as required by law or stock exchange regulation.

Finding Assistance and Reporting Illegal or Unethical Behavior

There are a number of resources available to assist employees who need information or advice concerning the topics covered in our Code. You are encouraged to talk to your supervisor, manager or human resource representative if you are in doubt about the best course of action to take in a particular situation. If you become aware of any activity that is or may be in violation of our Code or any law or regulation applicable to our business, it is your responsibility to report such violation. It is our policy that there will be no retaliation against any employee who reports what he or she believes in good faith to be a violation or assist others in making such reports. Also please remember that a failure to report a violation is itself a violation of this Code.

To report a violation or to discuss a concern, you can contact your Human Resources Business Partner and/or you may report it through the following channels:

- ABM's Compliance Hotline at 1-877-253-7804: this is a toll-free, completely anonymous, third party service set up for employees to report possible violations of the law, this Code or other ABM policies, and is available 24 hours a day, 7 days a week.
- Online at abmhotline.ethicspoint.com.

- By mail, addressed to ABM Ethics and Compliance, ABM Industries Incorporated, One Liberty Plaza, 7th Floor, New York, and NY 10006.

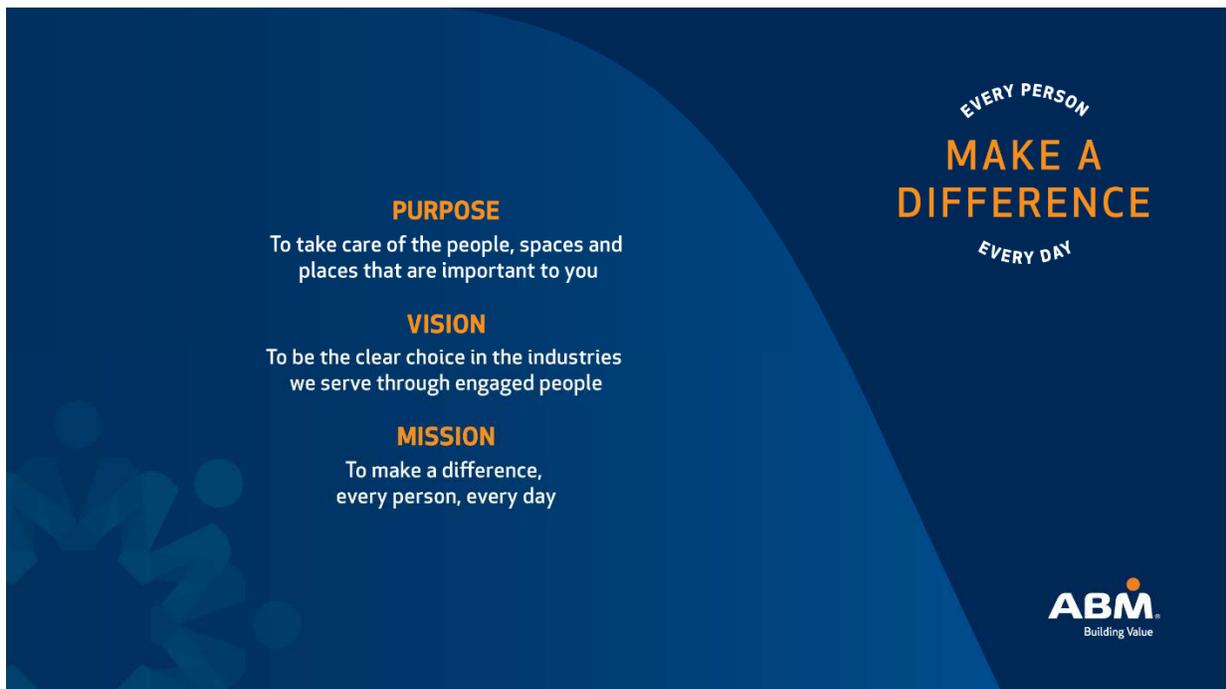
The Company takes all reports of possible misconduct seriously, and all concerns will be handled quickly, discreetly and professionally.

How to Obtain More Information

Our Code provides guidelines relating to ethical issues you might face as an employee. In addition to the Code, you should consult other Company policies and procedures which contain more detailed information relating to employee responsibilities and corporate practices. These policies and other related resources can be found on the ABM Policy Portal on the Company's intranet site at <https://abmmscloud.sharepoint.com/sites/CX-PolicyPortal/SitePages/Team-Home-Page.aspx>

CERTIFICATION

Certification of compliance with this Code shall be provided by all employees at the time of hire and annually by all directors, executives, officers, and staff and all management employees of the Company. Failure to sign and return a copy of the Code or failure to complete an electronic certification of your compliance with the Code when requested by the Company shall be grounds for termination.



APPENDIX C

Employee Rights Under the Family and Medical Leave Act

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



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