

Policies & Procedures



ELITE ASSET
— STAFFING —

Temporary Employee Handbook

THIS HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT, AND IT MAY BE MODIFIED AT THE DISCRETION OF THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE TO YOU IN ACCORDANCE WITH ITS TERMS. NOTHING CONTAINED IN THIS HANDBOOK IS INTENDED TO ALTER YOUR “AT-WILL” EMPLOYMENT RELATIONSHIP WITH THE COMPANY.

Elite Asset Staffing

Policies and Procedures

Introduction

This Temporary Employee Handbook is designed to summarize Elite Asset Staffing LLC's ("Elite Asset Staffing" or the "Company") personnel policies and benefits for temporary employees and to acquaint employees with many of the rules concerning employment with the Company. Compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. With the exception of the at-will employment policy, which can only be changed in a writing signed by the Chief Executive Officer, the Company reserves the right to modify, rescind, delete or add to the provisions of this Handbook from time to time in its sole and absolute discretion. The Company will notify employees of any significant changes that affect them. This Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this handbook and to deviate from them when, in its discretion, it determines it is appropriate.

This Handbook applies to all temporary employees regardless of their work site. It is our intent to comply with all applicable state and federal laws. To the extent any of the policies in this Handbook are inconsistent with a particular state's laws, the law of the state in which you are working will govern.

At-Will Employment Relationship

Employment with the Company is at-will, unless otherwise specified in a written employment agreement. This means employment with the Company is not for any specified period and may be terminated by you or the Company at any time, with or without cause or advance notice. In connection with this policy, the Company reserves the right to modify or alter your position, in its sole discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, reclassification, change in pay, or reassignment. In addition, the Company reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate. No person other than the Chief Executive Officer of the Company has the authority to enter into an agreement contrary to this statement. To be valid, such agreement must be specific, in writing and signed by the Chief Executive Officer of the Company.

Employment Categories

Temporary Employees: Temporary employees are those employees who are hired to provide temporary services to the Company's clients on an as-needed and temporary basis. This Temporary Employee Handbook applies to all temporary employees. Temporary employees are not eligible for any benefits provided to administrative employees.

Administrative Employees: Administrative employees are those employees who work on a regular basis at the Company's corporate, branch or onsite offices and assist in the administration of the Company. Administrative employees are covered by separate employee handbooks and are not eligible for any benefits provided to temporary employees.

Equal Employment Opportunity Policy

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions and breastfeeding), gender (including actual or perceived), gender identity, gender expression, transgender status, affectional or sexual orientation, age, physical or mental disability (including gender dysphoria, being a certified medical marijuana patient, or atypical hereditary cellular or blood trait), familial status, marital status, domestic partnership or civil union status, caregiver status, military or veteran status, genetic information (including predisposing genetic characteristics or the refusal to submit to a genetic test or make available the results of a genetic test to the employer), certain arrest or conviction records, credit history, unemployment status, tobacco use, status as a victim of domestic violence, stalking or sex offenses, or any

other classification protected by applicable local, state or federal laws. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, compensation, promotion, benefits, training, discipline and termination.

Requests for Accommodation

To ensure equal employment opportunities to qualified individuals with disabilities, the Company 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 would result.

Any employee or applicant who requires an accommodation in order to perform the essential functions of the job should contact Human Resources. The employee should specify in what way s/he is limited in his/her ability to perform her/his job and what accommodation s/he believes is needed. The Company will review the situation with the employee and identify possible accommodations, if any, that will enable the employee to perform the essential functions of his/her job. If a reasonable accommodation can be identified that will not impose an undue hardship, the Company will make the accommodation. If there is more than one possible accommodation, the Company will decide which one will be provided.

The Company will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs, including religious dress unless doing so would cause an undue hardship on the Company operations. If you desire a religious accommodation, you are required to make the request to your supervisor as far in advance as possible. An employee's observance of a religious holiday will be charged to the employee's vacation. If the employee has no available vacation or paid time off, leave will be without pay.

Policy Prohibiting Harassment, Discrimination and Retaliation

The Company is committed to providing a work environment free of inappropriate and unlawful harassment and discrimination. The Company expects everyone to behave professionally and respectfully in the workplace. The Company will not tolerate any type of harassment or discrimination against applicants for employment, employees, independent contractors, vendors, clients or customers on the basis of color, national origin, ancestry, citizenship status, sex (including pregnancy, childbirth or related medical conditions and breastfeeding), gender (including actual or perceived), gender identity, gender expression, transgender status, affectional or sexual orientation, age, physical or mental disability (including gender dysphoria, being a certified medical marijuana patient, or atypical hereditary cellular or blood trait), familial status, marital status, domestic partnership or civil union status, caregiver status, military or veteran status, genetic information (including predisposing genetic characteristics or the refusal to submit to a genetic test or make available the results of a genetic test to the employer), certain arrest or conviction records, credit history, unemployment status, tobacco use, status as a victim of domestic violence, stalking or sex offenses, or any other characteristic protected by local, state or federal laws applicable to the Company. The Company's policy prohibiting harassment and discrimination applies to all persons involved in the operation of the Company, including supervisors, coworkers, and third-party non-employees (such as vendors, clients and independent contractors). All harassment claims are to be reported to the Managing Partner immediately at 908-239-5553 or email Jacki@eliteassetstaffing.com.

Definitions

Harassment is unwelcome verbal, visual or physical conduct based on a protected characteristic described above that creates an intimidating, offensive or hostile working environment or that interferes with work performance.

Discrimination is the act of differentiating among employees or applicants for employment on the basis of any protected characteristic described above.

Sexual Harassment is one form of unlawful harassment. Applicable state and federal law define sexual harassment as: Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual or sex-based nature when:

- submission to that conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

- submission to or rejection of the 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 individual's work performance or creating an intimidating, hostile, or offensive work environment.

Specific examples of conduct prohibited under this policy are presented below. These examples are provided to illustrate the kind of conduct prohibited by this policy. This list is not exhaustive.

- Verbal conduct such as epithets, derogatory jokes, comments or slurs based on an individual's protected characteristic;
- Unwanted sexual advances, invitations or comments, comments about a person's sexuality or sexual experience;
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, pinching, patting, grabbing, brushing against, poking, blocking normal movement or interfering with work because of sex, race or any other protected characteristic described above;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and/or
- Retaliation for having reported or threatened to report harassment.

Please note that more than just sexual harassment is prohibited by this policy. Harassment based on any protected characteristic described above is expressly prohibited by this policy. In addition, conduct need not be motivated by sexual desire to constitute sexual harassment.

Procedures for Making, Investigating, and Resolving Discrimination, Harassment and Retaliation Complaints

All Company employees are responsible for helping to ensure that the work environment is free from prohibited harassment and discrimination. If you believe you have been discriminated against, or subjected to sexual or other harassment in violation of this policy, by an employee or a non-employee, you may inform the offending party that his/her conduct is unwelcome and tell that person to stop the behavior but you are not required to do so. Either way, you must immediately report the facts of the incident to the local branch office, Managing Partner at 908-239-5553 or any member of management. You are not required to use the usual process of communicating with your immediate supervisor first, but may contact any of the other above-listed management individuals directly. Complaints of acts that violate this policy will be accepted in writing or orally.

Anyone who has observed discrimination, harassment or retaliation must also report such conduct immediately to the on-site supervisor, the local branch office, Managing Partner or your direct Elite Asset Staffing consultant must use the Company's complaint process. Reported incidents of discrimination or harassment will be promptly and thoroughly investigated. The manner of the investigation is at the sole discretion of the Company. The investigation will be kept as confidential as possible, and information will be shared only on a need-to-know basis. The Company will take appropriate remedial action to stop any prohibited discrimination or harassment and to deter future conduct of a similar nature. Corrective action may include discipline, up to and including termination.

The Company will not tolerate any form of retaliation against any employee for engaging in protected activity, such as making a good faith complaint of harassment or discrimination or for cooperating in an investigation. Employees who believe they have been subjected to retaliation must immediately report the matter to the on-site supervisor, the local branch office, Managing Partner or any member of management. All complaints of retaliation will be investigated in the manner described above. Anyone who is found to have violated the Company's policy against retaliation will be subject to discipline, up to and including termination.

The Equal Employment Opportunity Commission (“EEOC”) and the state fair employment agency in which an employee works accept and investigate complaints of unlawful harassment and discrimination in the workplace. The EEOC or the applicable state agency may, in some cases, prosecute claims on behalf of employees. The EEOC and the applicable state agency may be contacted by consulting the government agency listings in your local telephone book.

In New Jersey, in addition to the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing (“DFEH”) accepts and investigates complaints of unlawful harassment and discrimination in the workplace.

In New York, the New York State Division of Human Rights (“NYSDHR”). The DFEH or NYSDHR may, in some cases, prosecute claims on behalf of employees. The DFEH or NYSDHR may be contacted by consulting the state government agency listings in your local telephone.

Please contact your on-site supervisor, the Company’s local branch office or the Managing Partner if you have any questions about this policy or require further information.

Whistleblower Protections

Employees have the right to complain of workplace practices or policies they believe to be in violation of the law, against public policy and/or fraudulent or unethical. Elite Asset Staffing will not terminate, demote, take any other adverse employment action or otherwise retaliate against an employee because the employee:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer or another employer with whom there is a business relationship, which the employee reasonably believes is in violation of a law or a rule or regulation issued under the law; is fraudulent or criminal; or, in the case of an employee who is a licensed or certified health care professional, constitutes improper quality of patient care;
2. Provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation of a law or a rule or regulation issued under the law by the employer or another employer with whom there is a business relationship, or, in the case of an employee who is a licensed or certified healthcare professional, provides information to or testifies before any public body conducting an investigation, hearing or inquiry into quality of patient care;
3. Provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation involving deception of or misrepresentation to any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity;
4. Provides information regarding any perceived criminal or fraudulent activity, or policy or practice of deception or misrepresentation, which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity; or
5. Objects to or refuses to participate in any activity, policy or practice that the employee reasonably believes:
 - a. Is in violation of a law or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - b. Is fraudulent or criminal; or
 - c. Is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment.

When a disclosure is made to a public body, the protection against retaliation does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor or to the designated official identified further below in writing and has given the Company a reasonable opportunity to correct the activity, policy or practice. There is an exception, however, to this internal disclosure requirement if the situation is an emergency in nature and the employee reasonably believes that the activity, policy or practice is known to one or more company supervisors or reasonably fears physical harm as a result of the disclosure.

Any employee can report a good faith concern regarding the legality or honesty of an action or inaction, proposed action or inaction of Elite Asset Staffing by calling the Company’s Managing Partner at 908-239-5553 or any member of management.

Assignments/Assignment Procedures

You will be offered assignments based on availability as well as your experience and skills. Usually, you will know about assignments a day or two in advance. Some opportunities, however, start right away. When you accept an assignment, you should record all important information so you will be prepared for a good start.

You have the flexibility to accept or decline any assignments for which you are selected. You are expected to complete all assignments you accept. If you are unable to report to work or complete an assignment for any reason, illness, emergency, etc., notify us immediately, not the client, in order for us to obtain a replacement. When your assignment with a client ends, contact us within 24 hours. The end of a particular assignment does not terminate your employment with us as you remain an employee of the Elite Asset Staffing eligible for placement with another client. If you fail to contact us at the end of an assignment, you may be considered to have voluntarily resigned, and unemployment benefits may be denied.

Points to Remember

- Arrive on time every day to show your professionalism and commitment to quality performance.
- Dress appropriately for the assignment. An Elite Asset Staffing expert will outline the client's dress code and other important rules concerning breaks and more prior to the beginning of your assignment.
- Direct all incoming personal calls to our office and we will pass a message on to you. Client phones should not be used to make or receive personal calls.
- Please keep personal cell phone use to only approved breaks and your lunch time. Should you have an emergency, let your supervisor know.
- If you desire a full-time position, or are offered one while on assignment, let us know immediately.

Job Abandonment on Temporary Assignments - No Call No Show

Employees agree that if they accept a temporary or temp-to-hire assignment with Elite Asset Staffing, they are representing that they are able to complete the assignment. If for any reason they are unable to do so, employees must notify Elite Asset Staffing immediately. Employee on a long-term assignment or a temp-to-hire assignment, must strive to give Elite Asset Staffing at least one-week notice. A no-call no show on an assignment will negatively impact any future unemployment claims.

Absenteeism and Lateness

Employees agree that while employed with Elite Asset Staffing, they will notify the Elite Asset Staffing office **two hours prior to their scheduled arrival time if they are going to be absent from or late for work.** In addition, employees understand that if they anticipate being absent, late or need to leave early because of unavoidable obligations, they will notify the Elite Asset Staffing office immediately. Absences or tardiness protected by local, state and federal law do not count as a violation of the Absenteeism and Lateness policy.

Pay Rates/Timesheets/Pay Periods/Paydays

You are paid for the hours you work on assignment. The pay rate is determined before you begin the assignment and can vary from one assignment to the next. Compensation for overtime will be paid to non-exempt temporary employees in accordance with applicable state and federal laws.

In New Jersey and New York, non-exempt employees will be paid a premium for overtime hours as follows:

- The New Jersey State Wage and Hour Law and New York Wage and Hour Law establish minimum wage rates and overtime rates for all workers in New Jersey and New York that are covered by the Acts. The laws require the payment of time and one half per hour for actual hours worked in excess of 40 hours, with certain exemptions.
- The overtime requirement is based on hours worked in a given payroll week. In general, if you have worked more than 40 hours in a pay week, and are not "exempt", you must be paid an overtime rate for all hours over 40.

Only those hours that are actually worked will be included when determining a non-exempt employee's overtime pay. Paid time off, for example, is not hours worked and are therefore not counted in making overtime calculations. Employees must obtain advance authorization before working overtime. Working "off the clock" is never permitted.

We regularly review your performance and pay status. We also make all state and federally required payroll deductions and unemployment insurance and we match social security contributions and provide Workers' Compensation insurance. To ensure accurate accounting of your time, you are expected to use a new timesheet for every week/assignment you work. If using a time and attendance system, be sure to utilize the system prior to the start of your shift and at the end of your shift. Each Friday or at the end of each assignment, both you and the client company supervisor must sign the timesheet. Failure to deliver the timesheet by the appropriate time may delay the processing and issuance of your paycheck.

For most temporary employees, the Company's paydays are every Friday, for the one-week period that ends the previous Sunday. The payroll period begins at 12 a.m. Monday and ends the following Sunday at 11:59 a.m. Paychecks will generally be available the following Friday unless different arrangements are made with a personnel coordinator prior to the issuance of the paycheck. Temporary employees with work assignments that have different paydays and payroll periods will be notified of such. Elite Asset Staffing New Jersey employees have the option of refusing to consent to direct deposit without fear of discharge or reprisal for refusing to accept direct deposit.

Lactation Accommodation

Consistent with the Handbook, the Company will provide a reasonable amount of break time to accommodate an employee who wishes to express breast milk for her child. Break time for this purpose will be unpaid for nonexempt employees, except that employees can use any existing paid rest or other break time to express milk. Generally, a reasonable amount of break time for purposes of this policy will be at least 20 minutes in every three-hour period, if requested by the employee. Longer break times will be provided when the room designated for expression of breast milk is not in close proximity to the employee's work station. Elite Asset Staffing will generally provide this break time for up to three years following the birth of a child.

Elite Asset Staffing will make reasonable efforts to provide employees with the use of a private location, other than a toilet stall, for the employee to express milk. Employees should discuss with their supervisor or a Human Resources representative the location to express their breast milk and for storage of expressed milk and to make any other arrangements under this policy.

A nonexempt employee can elect to work before or after her normal shift to make up the amount of time used during unpaid break time for expression of breast milk, so long as the additional time requested falls within Elite Asset Staffing's normal work hours or, if the employee is assigned to a client's worksite, the normal work hours of the worksite.

Employees should provide reasonable notice to the Company that they intend to take breaks for expressing breast milk upon returning to work.

The Company will not demote, terminate or otherwise take adverse action against an employee who requests or makes use of the accommodations and break time described in this policy.

Meal Breaks (New York Employees Only)

Employees working in New York and for at least a six-hour workday, which extends over the noon meal break (11 a.m. to 2 p.m.), are entitled to a 30-minute meal break to be taken between 11 a.m. and 2 p.m. Employees working in New York who start their workday before 11 a.m. and continue after 7 p.m. are entitled to a 30-minute noon meal break and an additional 20-minute break between 5 p.m. and 7 p.m. Employees working in New York who work more than six hours in their workday starting between the hours of 1 p.m. and 6 a.m. are entitled to a meal break of at least 45 minutes in the middle of their workday. An uninterrupted meal break lasting 30 minutes or more will be unpaid for nonexempt employees. Employees may not take a shorter meal break or skip a meal break to leave early.

Temporary Employee - Health Insurance

Temporary employees are eligible for medical benefits in accordance with the Affordable Care Act (ACA). Please consult with your Elite Asset Staffing representative for more information on the health insurance provided

Standards of Conduct

We have established workplace standards of performance and conduct as a means of maintaining a productive and cohesive working environment. Elite Asset Staffing counts on common sense and professionalism in the actions of all employees. This is essential to providing a positive work environment. Therefore, conduct that is dangerous to others, dishonest, unethical, illegal, and/or abusive will not be tolerated at Elite Asset Staffing. Violations of Elite Asset Staffing Standards of Conduct will be grounds for disciplinary action, up to and including discharge from employment.

When an employee fails to meet Elite Asset Staffing's established Standards of Conduct, his or her manager may utilize progressive discipline, but is not required to do so. However, because Elite Asset Staffing employees are employed at-will and can be terminated or resign at any time for any or no reason, Elite Asset Staffing reserves the right to impose any type of discipline it deems appropriate, as determined by the Company in its sole discretion, up to and including immediate termination of employment .

As it is impossible to list every reason why an employee may be subject to disciplinary action, the following list of offenses is not all-inclusive, but merely provides guidance to our employees concerning conduct that Elite Asset Staffing would define as unacceptable. Following are examples of behavior, performance or conduct that are not permitted and may result in disciplinary action, up to and including termination:

- Accepting an assignment and not reporting to work without notifying us
- Unauthorized possession, use, or removal of property belonging to us or any of our clients
- Failure to comply with all safety rules and regulations
- Reporting to work under the influence of alcohol, illegal drugs, or in possession of either item on company premises or work sites of client companies
- Lewd, unacceptable behavior, possession of weapons or explosives, and provoking, instigating, or participating in a fight
- Failure to call us when an assignment ends
- Violation of the Company's policies prohibiting harassment, discrimination or retaliation
- Violation of any Company policy
- Insubordination, for example, refusal to carry out your supervisor's reasonable work request
- Falsifying records, including but not limited to time records, claims pertaining to injuries occurring on company premises or work sites of client companies, or personnel records
- Disclosing confidential information without authorization
- Disregard for established policies and procedures
- Excessive cancellations or tardiness
- Discourtesy to clients or fellow employees
- Unauthorized and/or excessive absenteeism
- Tardiness to work
- Misconduct / Disorderly conduct, including horseplay
- Poor Attitude

- Poor work performance
- Gambling
- Use of abusive or threatening language
- Leaving work before end of scheduled shift without permission
- Neglect of job responsibilities and duties, including incompetence

This policy is written to comply with applicable law and will not be applied in a manner that restricts the flow of concerted employee communication about terms and conditions of employment.

Elite Asset Staffing may use any type of discipline it deems appropriate in its sole discretion, including, but not limited to, verbal warning(s), written warnings), suspension, or immediate termination.

Neither this handbook, nor any other communication by Elite Asset Staffing, or anyone in management, either written or oral, made at the time of hire or during the course of employment, is intended to create an employment contract. Nothing in these Standards of Conduct, or in this handbook, in any way affects the at-will status of the employee's' employment.

Substance Abuse and Testing Policy

We believe that maintaining a workplace that is free from the effects of drug and alcohol abuse is the responsibility of all persons involved in our business, including our employees and clients. The use, possession, sale, or transfer of illegal drugs (including state-sanctioned marijuana) or alcohol on company or client property, in company or client vehicles, or while engaged in company or client activities is strictly forbidden. Being under the influence of drugs or alcohol while on company or client property, in company or client vehicles, or while engaged in company or client activities is also strictly forbidden. Unless prohibited by law, Elite Asset Staffing reserves the right to conduct or require drug and alcohol testing on any employee on company or client premises, engaged in company or client business, or operating company or client equipment. Specifically, testing may be required after accidents or near misses, when a client requires pre-assignment testing, and/or where management has a reasonable suspicion that an employee is impaired or affected on the job by alcohol and/or illegal drugs in violation of this policy.

The Company may search company or client premises or property, without prior notice, and reserves the right to search employees' personal property brought onto company or client premises in order to investigate a reasonable suspicion that this policy has been violated.

Employees violating this policy are subject to disciplinary action up to and including immediate termination and, consistent with state laws, possible denial of any workers' compensation benefits. Failure to consent to a test or any attempt to falsify or alter test results will also result in disciplinary action, up to and including termination.

Workplace Searches

To protect Company and client property and to ensure the safety of all employees, the Company, and our clients, reserves the right to inspect and search any employee's work area, files, locker, equipment, and any area on Company or client premises. Any personal property brought on to and stored in client facility is subject to be searched. Inspection may be conducted at any time, without notice, at the discretion of the Company or client.

In addition, when the Company or a client has a reasonable suspicion that a Company or client policy is being violated that necessitates a search, you may be required to submit to reasonable searches of your personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunchboxes or any other possessions or articles brought on to the Company or client property. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted entry. You must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including discharge.

Violence-Free Workplace

The Company is committed to providing a work environment free from violence. The Company maintains a zero-tolerance policy for any acts or threatened acts of violence, including hostile behavior, physical or verbal abuse, or, unless it is required by the nature of the employee's position, possession or use of weapons of any kind, on Company property or while conducting Company business. Should you engage in such acts, you will be subject to disciplinary action, up to and including, immediate termination of employment. You may also be subject to other civil or criminal liability.

If you feel you have been subjected to behavior prohibited by this policy or witness or have knowledge of any actions that could be perceived as violent, you should report the incident immediately to your Supervisor or Jacki Nitti, Managing Partner at 908-239-5553. All complaints will be investigated promptly and appropriate action taken. Corrective action will be imposed for engaging in any potentially violent or threatening activities. You may also contact the appropriate law enforcement authorities if you have reason to believe there is an immediate threat to your safety and/or the safety of others. Reports or incidents warranting confidentiality will be handled appropriately and confidentiality will be maintained to the extent possible. You will not be retaliated against for reporting, in good faith, any conduct prohibited by this policy.

Social Media

The following principles apply to professional use of social media on behalf of the Company and its' clients, as well as personal use of social media when referencing the Company and its' clients.

- Employees need to know and adhere to the Company and its clients' Code of Conduct, Employee Handbook, and other company policies when using social media in reference to the Company.
- Social media use should not interfere with employee's responsibilities at the Company. The Company's computer systems are to be used for business purposes only. When using the Company's computer systems, use of social media for business purposes is allowed (*e.g.*, Facebook, Twitter, the Company's blogs and LinkedIn), but personal use of social media networks or personal blogs is discouraged and could result in disciplinary action.
- Employees should be aware of the effect their actions may have on their images, as well as the Company's and its' clients image.
- Employees should be aware that the Company may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to the Company and its' clients, its employees, or customers.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
- Employees are not to publish, post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with an Elite Asset Staffing representative.
- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized Company spokespersons.
- If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- It is highly recommended that employees keep the Company's related social media accounts separate from personal accounts, if practical.

Nothing in this policy, or any other workplace policy, is designed to interfere with, restrain or prevent an employee from exercising his or her right to communicate with co-workers or others regarding the terms and conditions of the employee's employment including wages, hourly rate, salary, benefits, hours of employment, job performance, disciplinary matters, workload, managers/supervisors, staffing or workplace complaints, or to prevent an employee from exercising his or her right to engage in protected, concerted activity pursuant to the National Labor Relations Act, or any other applicable state or federal law. Further, no employee is prohibited from inquiring about, discussing or disclosing his or her wages or the wages of another employee, if voluntarily disclosed by that employee. Employees are not required to disclose their wages to anyone. This policy does not apply

to disclosure of other employees' wage information by employees who have access to such information solely as part of their essential job functions and who, while acting on behalf of Elite Asset Staffing, make unauthorized disclosure of that information. Company representatives may disclose employees' wages in response to a complaint or charge, or in furtherance of an investigation, proceeding, hearing or action under state law.

Family and Medical Leave Act Leave

Elite Asset Staffing provides eligible employees with up to 12 weeks of unpaid, job-protected leave for specified family reasons under the federal Family Medical Leave Act ("FMLA").

Employee Eligibility

Eligible employees are those who have:

- Completed 12 months of service with the Company (the service need not be consecutive);
- Worked at least 1250 hours during the 12-month period immediately preceding the requested leave; and
- Worked at a location where there are 50 employees of the Company within a 75-mile radius.

Qualifying Reasons for Leave

Eligible employees may take leave for the following reasons:

- For the birth of the employee's child, or placement of the child with the employee for adoption or foster care;
- To care for the employee's spouse (including same sex marriage), registered domestic partner, child (as defined under the FMLA) or parent (as defined under the FMLA) with a serious health condition (as defined under the FMLA/CFRA);
- For the employee's own serious health condition, which prevents him or her from performing the functions of his/her position;
- Because of a qualifying exigency (as defined under the FMLA) arising out of the fact that the employee's spouse, son, daughter, or parent who is either a member of the National Guard or Reserves, or a retired member of the Regular Armed Forces or retired Reserves, is on covered active duty or call to covered active duty status ("Military Exigency Leave"); or
- To care for an immediate family member or next-of-kin who is a covered servicemember recovering from a serious injury or illness sustained in the line of active military duty ("Military Caregiver Leave").

The term "covered service member" is defined by federal law and means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or a veteran who seeks medical treatment for a serious service-related injury or illness within five years of serving in the military. The term "next-of-kin" is defined as the nearest blood relative. "Qualifying exigencies" for Military Exigency Leave include: short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation leaves; post-deployment activities; arranging certain parental care; and other reasons as agreed upon between the Company and the employee. Certain restrictions on leave may apply, depending upon the nature of the qualifying exigency. The term "covered active duty or call to covered active duty status," as defined by the FMLA means, in the case of a member of the Regular Armed Forces, duty during deployment with the Armed Forces to a foreign country and, in the case of a member of the Reserves, duty during deployment to a foreign country in support of a contingency operation.

Amount of Leave

A maximum of 12 workweeks of unpaid leave may be taken within a 12-month period for any qualifying reason for leave listed above in numbers 1 through 4. For these qualifying reasons, the 12-month period is measured forward from the first date the employee takes family and medical leave for any of these 4 qualifying reasons.

Employees who are absent for Military Caregiver Leave may take up to 26 workweeks of unpaid leave in a single 12-month period. The “single 12-month period” begins on the first day the eligible employee takes family and medical leave to care for a covered servicemember and ends 12 months after that date. This leave entitlement is applied on a per-covered servicemember, per-injury basis. Employees who use Military Caregiver Leave in addition to other types of family and medical leave in the same leave year or single 12-month period are entitled to a combined maximum of 26 weeks of protected leave.

Employees disabled by pregnancy, childbirth or related medical conditions have certain rights to take a pregnancy disability leave separate from, and in addition to, their right to a family and medical leave under state law. However, the first 12 weeks of pregnancy disability leave will be treated concurrently as leave under the FMLA, for eligible employees. Once an employee is no longer disabled by pregnancy, she may request up to 12 weeks of unpaid leave under the CFRA to bond with her new child. If leave is taken to bond with a newborn, adopted or foster child, the employee must conclude the leave within 1 year of the birth, adoption or placement. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to take leave in shorter durations on any two (2) occasions.

If leave is taken for a serious health condition, the leave may be taken either in a block, or if medically necessary, on an intermittent or reduced schedule basis. Employees and supervisors are expected to work together to schedule leaves so as not to unduly disrupt Company operations. In most situations, an employee will continue in his/her regular job. However, in certain circumstances, at the Company’s discretion, employees may be temporarily assigned to an alternative position in order to better accommodate the recurring periods of leave. Employees will receive equivalent pay and benefits as they would have received in their regular job while in the temporary position.

When both parents are employed by the Company and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than 12 weeks of combined leave both employees.

All time off which qualifies as family and medical leave under state and/or federal law will be counted against the employee’s family and medical leave entitlement to the fullest extent permitted by law.

Compensation During Leave

Leave taken pursuant to the FMLA is unpaid.

Benefits during Leave

During FMLA leave, an employee is entitled to participate in any group health plans provided by the Company to the same extent and under the same conditions as if the employee had continued to work. This means that an employee may continue her group health care insurance while on FMLA leave, as long as s/he timely makes benefit payments for his/her portion of the premium. In some instances, the Company may recover premiums it paid to maintain health coverage if the employee does not return to work following FMLA leave. Information regarding continuation of benefits during FMLA leave is available from the Human Resources Department.

Return to Work

Upon returning from family and medical leave, employees will be reinstated to the same or an equivalent position, with the same pay and benefits, except as permitted by law. Generally, employees whose leave does not exceed the approved period of leave or the maximum allowed under the law, will be reinstated to their former position unless returning to such a position would provide greater rights than he/she would have had if he/she had been continuously employed during the leave.

Failure to report to work on the first workday after the approved leave has expired, unless an extension of the leave is granted in writing, or falsification of any information submitted in connection with the leave, will result in termination of employment.

If the leave was taken due to the employee’s own serious health condition, the Company will require certification from the employee’s health care provider of the date the employee is able to resume work. The return-to-work certification must be provided to the Company on or before the date of the employee’s return to work and is a condition of reinstatement.

Reinstatement after family and medical leave may be denied to certain salaried “key employees.” The Company will notify you if your position falls into this “key employee” category.

Notification

Employees must provide at least 30 days’ advance notice for a foreseeable event (e.g., the expected birth of a child or a planned medical treatment). For events that are unforeseeable, employees must notify the Company as soon as practicable after they learn of the need for leave, but no later than two business days thereafter. Failure to comply with these notice rules may result in a delay or denial of the requested leave.

While written notice is not required, to the Company asks that the employee submit the request in writing and meet with Human Resources, prior to commencing the leave, where possible.

The employee must notify Human Resources of any changes in the status of the leave, the expected start date, or the expected return date. Any such requested changes are subject to approval by the Company.

Certification

If the leave request is made because of an employee’s serious health condition, the serious health condition of the employee’s family member, or because of a covered service member’s serious illness or injury, the Company will require the employee to obtain a medical certification form signed by a licensed health care provider. The certification must include sufficient information to allow the Company to determine if the leave is requested for a qualifying reason, and the anticipated dates (or duration and frequency) of the requested leave.

If the need for leave may extend beyond the time covered by a certification, and additional leave is requested, the employee is required to provide the Company with an updated certification from his or her health care provider. Certification for the extension shall be submitted prior to the expiration of the current certification. Failure to submit the updated certification in a timely fashion may result in the denial of an extension of the leave and, if the employee fails to return to work, the employee may be considered to have abandoned his or her employment with the Company.

When an employee requests leave due to a qualifying military exigency, the Company will require the employee to provide a copy of the covered military member’s active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member’s active duty service. The Company also will require that such leave, because of a qualifying exigency, be supported by a certification from the employee that sets forth: (1) a statement or description of appropriate facts regarding the qualifying exigency for which the leave is requested; (2) the approximate date on which time off from work due to the qualifying exigency commenced or will commence; (3) the beginning and end dates for the employee’s absence, or, where leave is requested on an intermittent or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; and (4) if the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting.

All medical certifications and military exigency certifications must be provided within 15 days of being requested by the Company. If a certification is not provided within 15 days of the first request, absent extenuating circumstances, the leave may be delayed or denied.

For employee’s serious health conditions, the Company may require, at its own expense, a second opinion from a health care provider selected by the Company. If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

Obtain appropriate forms from the Company’s local branch office.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact the Company's local branch office.

The Company will comply with all other state and federal leave laws, subject to any employer and employee eligibility requirements.

Pregnancy Disability Leave and/or Reasonable Accommodations

All employees who are disabled on account of pregnancy, childbirth, or related medical conditions are entitled to an unpaid leave of absence for the period of disability, up to a maximum of four months (or the working days in one-third of a year, or 17 1/3 weeks). The four-month period is calculated by determining the number of days/hours the employee would normally work within four calendar months. All time off needed for pre or postnatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth will be counted against an employee's pregnancy disability leave entitlement to the maximum extent permitted by law. If her healthcare provider certifies that it is medically advisable, a pregnant employee may also request reasonable accommodation or transfer to a less strenuous or hazardous position or duties. Reasonable accommodations for pregnancy may include job modifications such as additional bathroom breaks, water breaks, periodic rest breaks, assistance with manual labor, job restructuring, modified work schedules, and temporary transfers to less-strenuous or hazardous work. Elite Asset Staffing will consider accommodation requests on a case-by-case basis. A reasonable accommodation will be provided unless it would impose an undue hardship on the business.

In addition to the conditions listed above, pregnancy or childbirth-related medical conditions for which an employee may request leave, transfer or reasonable accommodation include, any medical condition related to pregnancy or childbirth that inhibits the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques, but does not prevent the employee from performing her job functions in a reasonable manner, with or without a reasonable accommodation. Examples of qualifying pregnancy related conditions include gestational diabetes, lactation-related medical conditions, pregnancy-induced hypertension, preeclampsia, postpartum depression, and/or recovery from childbirth or loss or end of pregnancy.

An employee who plans to take a pregnancy disability leave or who needs transfer and/or reasonable accommodation must notify the Managing Partner or an Elite Asset Staffing consultant at least thirty (30) days prior to the commencement of the leave, transfer or reasonable accommodation, or as far in advance as possible. In case of emergency or unforeseen circumstances, the request for leave, transfer and/or reasonable accommodation must be made as soon as an employee becomes aware of the need for such action.

Pregnancy disability leave does not need to be taken all at once but can be taken on an as-needed basis as required by the employee's healthcare provider, including intermittent or reduced schedule leave. All such leave will count against an employee's maximum pregnancy leave entitlement.

A request for pregnancy disability leave, transfer or reasonable accommodation must be supported by a medical certification of disability, issued by the employee's healthcare provider. Medical certification must be provided by the employee within 15 days of when it is requested by the Company. Failure to timely provide the required certification may result in delay or denial of leave and/or may cause the employee to be ineligible for transfer or reasonable accommodation. Obtain appropriate forms from the local branch office.

The first 12 workweeks of pregnancy disability leave will be treated concurrently as family and medical leave under federal law for eligible employees. During pregnancy disability leave, an employee is entitled to participate in any group health plans provided by the Company to the same extent and under the same conditions as if the employee had continued to work. This means that an employee may continue her group health care insurance while on pregnancy leave, as long as she timely makes benefit payments for her portion of the premium. In some instances, the Company may recover premiums it paid to maintain health coverage if the employee does not return to work following pregnancy disability leave. Information regarding continuation of benefits during pregnancy disability leave is available from the Human Resources Department. Pregnancy disability leave is unpaid.

Employees are expected to return to work as soon as the approved leave, transfer or reasonable accommodation ends or they are released to return to work by a healthcare provider, whichever is earlier. So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave needs to provide the Company with at least two weeks advance notice of the date the employee intends to return to work. If two weeks notice is not possible under the circumstances, the employee must give notice as soon as possible. Before returning from pregnancy disability leave or at the end of the transfer or reasonable accommodation period, employees will be required to submit a health care provider's return to work release.

At the expiration of the leave, transfer and/or reasonable accommodation, the employee will be returned to her original position. Under certain circumstances, however, reinstatement may be to a comparable position.

Employees who wish to request a pregnancy disability leave, transfer or reasonable accommodation, or who require further information, including the effect of such leave on benefits, should contact the Human Resources Department. Lactation accommodation is also available upon request.

Military Leave

Military leaves are available to employees who enter, voluntarily or involuntarily, the Armed Forces of the United States, including the National Guard, the state military forces, or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine one's fitness for duty in any of the military forces. Such leave will be granted in accordance with applicable state and federal law, and employees returning from military leave will be reinstated in accordance with applicable law. Unless prohibited by military necessity, you must notify the Company of your need for leave, indicating the date of departure and return, as far in advance as possible. Upon return, you must furnish evidence verifying the dates of your military service. For further information about your rights and obligations regarding military leave or to request a military leave, please contact the Human Resource Department.

Work-Related Injury Leave

In case of work-related injuries, employees are entitled to receive leave and benefits in accordance with applicable law. An employee who suffers an injury while on the job must report it immediately to his/her immediate supervisor and the Managing Partner. Employees must also provide the Company with a signed written notice of the injury or illness within 30 days of the injury. This notice may be in the form of the employee's workers' compensation claim form.

If an employee expects to be absent for more than one day, he/she must submit a medical certification that confirms he/she is not able to work and provides an estimated return to work date. Employees on leave for a work-related injury are required to provide the Company with monthly notices of the status or change in status, or their intention to return to work. Failure to provide such information may result in disciplinary action. The period of leave for a work-related injury will run concurrently with family and medical leave to the maximum extent permitted by law.

Domestic Violence, Sexual Assault, Stalking, or Crime Victims Leave and Accommodation

Employees who are victims of domestic violence, sexual assault, stalking, or other crime requiring a court appearance are eligible for unpaid leave. Employees may elect to use any paid time off benefits they may have available to them during the time off, or they may take the time off without pay. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence, sexual assault or stalking;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court; or

- Documentation from a medical professional, domestic violence, sexual assault or stalking victim advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault or stalking; or
- A copy of a notice to appear in court.

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact the Managing Partner to discuss the need for an accommodation. If you are requesting such a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, Elite Asset will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. Elite Asset may request recertification every six months from the date of the previous certification. You should notify the company if an approved accommodation is no longer needed.

The Company will engage in an interactive process with the employee to identify possible accommodations, if any are effective, and will make reasonable accommodations unless it results in an undue hardship for Elite Asset. Elite Asset will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

Jury Duty

The Company encourages employees to serve on jury selection or jury duty when called. An employee who is called to perform jury duty shall be given unpaid leave. You should notify your supervisor of the need for time off for jury duty within forty-eight (48) hours after a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served. Of course, employees are expected to report to work whenever the court schedule permits. Any mileage allowance, fee, etc. paid by the court for jury services may be retained by you.

Employees working in New York are entitled to additional benefits for Jury Duty. Full-time New York employees are entitled to be compensated for time away from work due to Jury Duty on the basis of whichever is greater: (1) any time missed for jury service equal to four (4) hours of wages per day for a maximum of five (5) days of jury service; or (2) the first forty dollars of such employee's daily wages during the first three days of jury service. Part-time New York employees are paid for the first forty dollars (\$40) of such employee's daily wages during the first three (3) days of jury service.

Voting

The Company accommodates flexible scheduling for employees on election days. Where possible, the employee shall give an Elite Asset Staffing Consultant at least two days' notice in advance of need for time off to vote. The Company will also allow up to one hour of unpaid time off to vote if the employee is unable to vote before or after working hours. With respect to employees working in New York, if the polls are open for at least four consecutive hours before or after an employee's scheduled work time, the employee is deemed to have sufficient time outside of work hours to vote. While most employees' schedules provide sufficient time to vote, either before or after working hours, if employees do not have sufficient time outside of work hours to vote, they will be provided with sufficient time off to do so. Employees working in New York will receive up to two hours of paid time off to vote, as needed, when his/her schedule does not provide sufficient time to vote either before or after working hours. Additional time off will be without pay, except that exempt employees may receive pay, as required by applicable law.

Additional Leave Policies Applicable To Eligible New Jersey Employees Only

New Jersey Family Leave (New Jersey)

Elite Asset Staffing provides eligible New Jersey employees with up to 12 weeks of unpaid, job-protected leave for specified family reasons under the New Jersey Family Leave Act ("NJFLA").

Eligible Employees

To be eligible for NJFLA leave, you must have worked at least 12 months for Elite Asset Staffing and have worked at least 1,000 hours for Elite Asset Staffing over the preceding 12 months.

Qualifying Reasons for Leave

Eligible employees may take NJFLA leave to care for:

- A newly born or adopted child, but must start within 12 months of the birth of the child or the placement of the child for adoption.
- An immediate family member (employee's spouse, civil union partner, child under 18 years old, child with a physical or mental impairment who is incapable of self-care, parent, or parent-in-law) with a serious health condition.

Leave Benefits

An eligible employee may take up to a maximum of 12 weeks of NJFLA leave in a 24-month period, which is measured as a rolling 24-month period, measured backwards from the date of any NJFLA leave. NJFLA may run concurrently with FMLA.

Eligible employees may take NJFLA leave in any of the following ways:

- As a single block of time;
- By reducing their normal weekly (but not daily) work schedule for no more than 24 consecutive weeks in a 24 month period; or
- Intermittently in increments lasting at least one week, but less than 12 weeks, in a consecutive 12 month period, when medically necessary.

Eligible employees must take NJFLA to care for a newly born or adopted child as a single block of time. Employees permitted to take intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt Era's operations.

Depending on the purpose of your leave request, Elite Asset Staffing may require you to use accrued paid leave, concurrently with some or all of your NJFLA leave. In addition, you will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of your NJFLA leave. Elite Asset Staffing will notify employees of their options to continue to participate in our group health plans during NJFLA leave.

Required Notice and Certifications

When requesting NJFLA leave, you are required to give Elite Asset Staffing 30 days advanced written notice. If advance written notice is not possible because of an emergency, you must give Elite Asset Staffing oral notice and then follow up with written notice. You must also give Elite Asset Staffing a medical certification supporting the need for leave. Elite Asset Staffing reserves the right to require second or third medical opinions and periodic re-certifications. You must also provide periodic reports during your leave regarding your status and intent to return to work as deemed appropriate by [insert position/department].

If you fail to provide the required documentation, Elite Asset Staffing may delay the commencement of your leave, withdraw any designation of NJFLA leave or deny the leave, in which case your absences will be treated in accordance with Era's standard leave of absence and attendance policies and you may be subject to discipline up to and including termination of employment. If you provide false or misleading information or omit material information about a NJFLA leave, you will be subject to discipline up to and including immediate termination of employment.

Returning to Work After NJFLA Leave

Upon returning to work after NJFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Any employee who fails to return to work as scheduled after NJFLA leave or exceeds the 12-week NJFLA entitlement, will be subject to Era's standard leave of absence and attendance policies. This may result in termination if your continued absence is unauthorized (for example, if you have no other Elite Asset Staffing -provided leave available to you).

No Other Employment

Elite Asset Staffing generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence, including NJFLA leave.

SAFE Act Leave

Elite Asset Staffing grants up to 20 days of unpaid leave for eligible New Jersey employees who are victims of domestic violence or a sexually violent offense or who have a qualifying family member who is a victim of domestic or sexual violence in the 12-month period following an incident of domestic or sexual violence to:

- Seek medical attention for or recover from physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family member;
- Obtain services from a victim services organization for the employee or the employee's family member;
- Obtain psychological or other counseling for the employee or the employee's family member;
- Participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the employee or the employee's family member from future domestic or sexual violence or to ensure economic security;
- Seek legal assistance or remedies to ensure the health and safety of the employee or the employee's family member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
- Attend, participate in or prepare for a criminal or civil court proceeding relating to domestic or sexual violence.

For purposes of this policy, a "family member" is an employee's child, parent, spouse (including same-sex spouse), domestic or civil union partner.

Employees are eligible for leave under this policy if they have been employed with the Company for at least 12 months and for at least 1,000 base hours during the 12-months immediately preceding the leave.

When the need for leave is foreseeable, employees must provide Elite Asset Staffing with written notice of the need as far in advance as is reasonable and practical under the circumstances. Advance notice is not required for emergency situations.

Leave may be taken intermittently in intervals of no less than one day.

Employees will be required to submit documentation verifying the need for leave, such as:

- A domestic violence restraining order or other documentation of equitable relief issued by a court;
- A letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or sexually violent offense;
- Documentation of the conviction of a person for the domestic violence or sexually violent offense;
- Medical documentation of the domestic violence or sexually violent offense;
- Certification from a certified domestic violence specialist or the director of a designated domestic violence agency or rape crisis center confirming that the employee or employee's family member is a victim of domestic violence or a sexually violent offense; or

- Other documentation or certification of the domestic violence or sexually violent offense provided by a social worker, clergy member, shelter worker or other professional who has assisted the employee or employee's family member in dealing with the domestic violence or sexually violent offense.

All information provided to Elite Asset Staffing concerning a domestic violence or sexually violent incident and leave under this policy will be kept confidential, unless disclosure of this information is authorized in writing by the employee or is required by law.

Employees must use any accrued available paid time off, such as vacation, personal, or sick time during their leave. Any paid time off will run concurrently with the unpaid leave. When applicable, time off under this policy will run concurrently with a leave of absence covered by the federal Family and Medical Leave Act or New Jersey Family Leave Act.

Elite Asset Staffing prohibits harassment, discrimination or retaliation against employees because they take or request leave in accordance with this policy or refuse to authorize the release of confidential information.

Emergency Responder Leave

New Jersey employees who serve as volunteer emergency responders may arrive late to work, or be absent from work, in order to respond to a fire or emergency call or to serve as a volunteer emergency responder during a declared state of emergency, provided they have complied with Elite Asset Staffing's notice requirements set forth below.

For purposes of this policy, "volunteer emergency responder" means an active member in good standing of a volunteer fire company; a volunteer member of a first aid, rescue or ambulance squad; or a member of a county or municipal volunteer Office of Emergency Management (as long as the member's official duties include responding to a fire or emergency call).

Employees are required to provide notice at least one hour before they are scheduled to report to work, and upon returning to work must provide a copy of the incident report and a certification by the incident commander or other official or officer in charge.

Time off under this policy will be without pay, except that exempt employees will receive pay when required by applicable law. Additionally, employees will be allowed to use any accrued available paid time off, including available paid time off, such as vacation or sick time.

Elite Asset Staffing may deny requests for leave under this policy for certain employees that are essential to Company operations, or as otherwise permitted by law.

Family Leave Insurance

If you are taking leave to bond with a newborn or newly adopted child or to care for a family member (child, parent, spouse, domestic partner, or civil union partner) with a serious health condition, you may be eligible for New Jersey Family Leave Insurance ("NJFLI") benefits from the State of New Jersey. Eligibility for benefits and the maximum weekly benefit are determined by the State of New Jersey. Employees may be eligible for NJFLI benefits for up to six (6) weeks. Your job is not protected while you are receiving NJFLI benefits unless you are eligible for FMLA or NJFLA leave.

Employees must provide Elite Asset Staffing with the advanced notice of need for leave as follows:

- At least 30 days before leave to bond with a newborn or newly adopted child, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.
- In a reasonable and practicable manner for leave to care for a seriously ill family member on a continuous, non-intermittent basis, unless an emergency or other unforeseen circumstance precludes prior notice.
- At least 15 days before leave to care for a seriously ill family member on an intermittent basis unless an emergency or other unforeseen circumstance precludes prior notice.

Additional Leave Policies Applicable To Eligible New York Employees Only

New York State Paid Family Leave Benefits

The New York Paid Family Leave Benefits Law (“PFLBL”) provides eligible New York employees the opportunity to take partially paid, job-protected leave to care for a new born child, a newly adopted or newly placed child or a family member with a serious health condition, or to handle certain qualifying exigencies arising from a spouse’s, child’s or parent’s covered active duty or call to covered active duty status, up to the maximum length of leave permitted by law. PFLBL benefits are intended to compensate employees for wage loss suffered while taking these types of eligible family leaves. In accordance with the law, PFLBL benefits are funded by a payroll deduction from employees’ paychecks.

Employee Eligibility

Employees who work 20 or more hours per week are eligible to take PFLBL leave after 26 weeks of work. Employees who work less than 20 hours per week are eligible on the 175th day of work. If employees are unsure whether they qualify for PFLBL leave, they should contact the Managing Partner, Jacki Nitti.

When an employee’s regular employment schedule is 20 hours or more per week and the employee will not work 26 consecutive weeks, or when an employee’s regular employment schedule is less than 20 hours per week but the employee will not work 175 days in a 52-week period, the employee shall be provided the option to file a waiver of family leave benefits. Any such waiver will be automatically revoked if there is a change in the employee’s work schedule that requires the employee to continue working for 26 consecutive weeks or 175 days in a 52 consecutive week period, and the employee will be required to begin making contributions to the cost of PFLBL benefits, including any retroactive amounts due from the date of hire.

Conditions Triggering Leave

PFLBL leave may be taken for the following reasons:

- (1) the birth, adoption or foster care placement of an employee’s child within 12 months following the birth or placement of the child;
- (2) to care for a close family member (spouse, domestic partner, child, parent, parent in law, grandparent, or grandchild) with a serious health condition; or
- (3) to handle certain “qualifying exigencies” (as defined under the Family Medical Leave Act) arising out of the fact that the employee’s spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the military reserves, National Guard, or Armed Forces.

For purposes of this policy, a “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that the qualified family member from participating in work, school or other regular daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; a chronic condition; permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

Length of Leave

Employees are eligible for up twelve (12) weeks of leave within a 12 month period..

Identifying the 12-Month Period

Employees are eligible to take up to the maximum amount of leave, during a 12-month period. All leave entitlement will be measured during a rolling 12-month period measured backward from the first day of leave. PFLBL leave for the birth of a child or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take PFLBL leave in a single block of time or intermittently (in separate blocks of time). The smallest increment of time that can be used for such intermittent leave is one full day. Employees who require intermittent leave must try to schedule their leave so that it will not unduly disrupt Elite Asset Staffing's operations.

To the extent the employee is also eligible for FMLA leave for the same condition triggering PFLBL leave, the employee must use FMLA leave and PFLBL leave concurrently.

Employees may not concurrently receive New York State Disability or Workers' Compensation benefits and PFLBL benefits. An employee who is eligible for both New York State Disability benefits and PFLBL benefits during the same 52-week period cannot receive more than 26 total weeks of disability and family leave benefits during that time period.

Wage Replacement Benefits

Employees who qualify for PFLBL benefits are eligible to receive 67% of their average weekly wage (up to a maximum amount set by the state, which is currently set at \$971.61.).

Notice and Certification

If the need for leave is foreseeable, an employee must provide 30 days' notice in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, notice must be provided as soon as is practicable and in compliance with Elite Asset Staffing's normal call-in procedures, absent unusual circumstances.

An employee wishing to make a claim for PFLBL benefits must complete a Request for Paid Family Leave or give notice in another format designated by Elite Asset Staffing's insurance carrier. Requests for Paid Family Leave forms and form submissions should be directed to the Managing Partner.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, an employee may choose to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of the employee's PFLBL leave. In order to substitute paid leave for PFLBL leave, an eligible employee must comply with Elite Asset Staffing's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Should an employee choose to substitute accrued paid leave for PFLBL benefits, a leave that is otherwise eligible under the PFLBL will be job-protected leave.

To the extent the employee is also eligible for FMLA leave for the same condition triggering PFLBL leave, Elite Asset Staffing's policies regarding the use of accrued paid leave concurrently with FMLA leave shall apply.

Benefits During PFLBL Leave

If you and/or your family participate in our group health plan, Elite Asset Staffing will maintain coverage during your PFLBL leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. An employee's failure to pay the employee share of the health coverage premium may result in an elimination of coverage after 30 days. Use of PFLBL leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Job Restoration

Upon returning from PFLBL leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or his or her position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement.

Failure to Return After PFLBL Leave

Any employee who fails to return to work as scheduled after PFLBL leave or exceeds the maximum amount of leave entitlement, will be subject to Elite Asset Staffing's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your PFLBL leave, Elite Asset Staffing's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Fraud

Providing false or misleading information or omitting material information in connection with a PFLBL leave will result in disciplinary action, up to and including immediate termination.

Employers' Compliance with PFLBL and Employee's Enforcement Rights

PFLBL makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under PFLBL, or discharge or discriminate against any person for opposing any practice made unlawful by PFLBL or for involvement in any proceeding under or relating to PFLBL.

Military Spouse Leave

An employee is eligible for unpaid leave under the New York Military Spouse Leave Law if he or she performs at least twenty (20) hours of work per week. Military spouse leave may be taken by an employee who is the spouse of a member of the armed forces of the United States, National Guard, or Reserves who has been deployed during a period of military conflict, to a combat theater, or a combat zone of operations.

A qualified employee will be granted up to ten (10) days per year of unpaid military spouse leave. Employees taking military spouse leave should give Elite Asset Staffing advance notice as soon as practicable. When possible, employees should consult their onsite supervisor to schedule the leave so as not to unduly disrupt Elite Asset Staffing operations. At the end of the military spouse leave, an employee will be restored to the position held by the employee when the leave commenced or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

Blood Donor Leave

In addition to any time-off referenced elsewhere in this Handbook, an employee who works 20 or more hours per week will be provided three (3) hours of unpaid leave to donate blood during work hours once per year. Employees must request such leave in writing to an Elite Asset Staffing Consultant at least three business days prior to the leave and must take the leave at a time that creates the least disruption to Elite Asset Staffing's client and is approved by an Elite Asset Staffing Consultant. In cases where the employee fills a position essential to the operation, Elite Asset Staffing's client may require further advance notice, if three days is insufficient to fill the position. Further advance notice shall be no longer than is necessary to feasibly fill the position and in no case longer than ten working days. An employee is not required—but may choose—to use accrued paid leave to donate blood. Elite Asset Staffing may at its discretion require employees making off-premises blood donation to show proof of their blood donation.

Bone Marrow Donor Leave

An employee who works an average of twenty (20) or more hours per week and wishes to donate bone marrow may take up to a twenty-four (24) hour unpaid leave of absence for the purposes of bone marrow donation. Although this leave of absence is unpaid, the employee requesting such leave may, at his or her option, use accrued paid time in lieu of unpaid leave. An employee requesting leave to donate bone marrow should do so in writing to an Elite Asset Staffing Consultant. The employee may determine how to allocate the amount of available leave, but he or she should give as much notice as is feasibly possible so that Elite Asset Staffing may schedule work and plan for business requirements. Elite Asset Staffing may also require verification by a physician for the purpose and length of each leave requested for bone marrow donation.

Voluntary First Responder Leave

A New York employee who serves as a volunteer firefighter or an enrolled member of a volunteer ambulance service will receive unpaid leave to respond to a declared emergency.

This leave is conditioned upon either an employee's prior submission of written documentation to Elite Asset Staffing from the head of the fire department or volunteer ambulance service, as applicable, notifying Elite Asset Staffing of his/her status as a volunteer firefighter or member of a volunteer ambulance service; or his/her duties as a volunteer firefighter or member of a voluntary ambulance are related to the declared emergency. The approval of leave is contingent upon it not imposing an undue hardship on the conduct of Era's business.

An employee must make a reasonable effort to notify Elite Asset Staffing prior to his/her scheduled shift that he/she is responding to an emergency and will be late or absent from work. Upon return, the employee must provide a notarized statement from the head of the volunteer fire department or volunteer ambulance service, as applicable, certifying the period of time that the employee was actively engaged and necessary for the emergency response.

Paid Sick Leave (Applicable To Employees Working In New York and New Jersey)

Elite Asset Staffing provides paid sick leave benefits to all eligible employees who perform work in New York and the New Jersey:

Eligibility

The sick leave benefits year shall be calculated by the calendar year. Eligible employees who perform work in in New Jersey and New York will accrue one hour of paid sick leave for every 30 hours worked, up to 40 hours. each calendar year. Eligible employees may carry over up to 40 hours of unused sick leave into the next calendar year. However, employees may only use up to 40 hours of leave per calendar year.

New Jersey employees are eligible to use their paid sick leave 120 days after the first day of their employment. In New York, employees may begin to use their sick leave upon accrual.

Permissible Uses

Leave under this policy may be used for any of the following purposes:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee or the employee's Family Member;
- To attend the employee or the employee's Family Member's routine medical appointments;
- To travel to and from an appointment, a pharmacy, or other location related to the purpose for which paid sick leave was taken;
- To address the psychological, physical or legal effects of domestic violence;
- An employee's elective surgery, or the care for a Family Member who has elective surgery
- If the Company, or if the employee's school or child care center, is closed due to a public health emergency.
- Attend a child's school-related meeting, conference or event.
- To meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding (NY only).

- To meet with the district attorney’s office (NY only).
- To enroll children in a new school (NY only).
- To take any other actions necessary to ensure the health or safety of employee or the employee’s family member or to protect those who associate or work with the employee (NY only).

The term “Family Member” as used within this policy shall include:

- Spouse, including domestic partner and civil union partner;
- Children (biological, adopted, foster, step, legal wards, or a child of an employee standing in “loco parentis”);
- Children of an employee’s spouse, domestic partner, or civil union partner;
- Parents;
- Parents of a spouse, domestic partner, or civil union partner
- Grandparents;
- Grandchildren;
- Siblings (including a half, adopted, or step sibling)

Leave under this policy will run concurrently with leave taken under local, state or federal law, including but not limited to, leave taken pursuant to the Family and Medical Leave Act.

Pay

If you are a salaried employee, paid sick time will be paid to you at an hourly rate equivalent to your current rate of pay. If you are an hourly employee, paid sick time will be paid to you at your current hourly rate of pay without overtime.

Requesting Sick Leave

Employees requesting time off under this policy must provide reasonable advance notice, if the need for leave is foreseeable. If the need for paid sick leave is unforeseeable, employees must provide notice as soon as practicable.

The Company does not discriminate or retaliate against employees who exercise their rights under the law to use paid sick leave. However, the Company reserves the right to discipline an employee, as appropriate, if an employee uses a paid sick leave day for an impermissible reason, such as a vacation day. Employees returning to work after more than 3 consecutive missed days or 24 consecutive missed hours will be required to provide documentation concerning their absence.

Paid Sick Leave Upon Separation

When an employee separates from the Company, that employee’s unused time under this policy is not paid out at the time of separation. However, employees who are re-employed with the Company within six months of separation will have any unused paid sick leave earned under this policy reinstated. Employees who are re-employed with the Company within 12 months of separation will have any unused paid sick leave reinstated if they had at least 10 hours of accrued but unused time at the end of their employment.

For more information regarding this policy, contact the Managing Partner.

Safety Policy

Elite Asset Staffing’s primary concern is for the safety and welfare of its employees. To accomplish this goal, guidelines have been established that recognize the responsibility of Elite Asset Staffing, our clients, and you, our employee. Elite Asset Staffing’s responsibility is to promote a safe and healthy workplace for all of our employees. Because the Elite Asset Staffing client and its on-site supervisor control the workplace, clients must demonstrate a commitment to accident-free workplaces.

Our team approach to accident prevention and safe work practices will help create a working environment that promotes safety, health, and the professionalism that you and our clients have the right to expect.

General Guidelines

Safety rules and safe work practices are designed to protect your safety, but they are only as effective as your willingness to cooperate. These guidelines are a condition of your continued employment. Know these guidelines and consider them required elements of your job assignment.

Failure to abide by these policies may result in termination of your job assignment or in reduction or complete elimination of any related benefits.

Safety Do's

- Do know the safe work practices of each job assignment as provided by your client supervisor.
- Do pay attention to your work and your surroundings. Avoid horseplay and be alert to moving equipment and all machinery.

Safety Prohibitions

- Do not use any vehicle for work purposes without written permission from Elite Asset Staffing.
- Do not use any kind of **cell phones or other mobile technology devices while driving**, even when using the phone hands-free. If you receive a call while you are driving, let it go to voicemail or wait until you have safely stopped the vehicle to answer it. This policy does not apply in emergency (911) situations.
- Do not accept duties that require the handling of money or other valuables without written permission from Elite Asset Staffing.
- Do not use alcohol, illegal drugs, or controlled substances on the job or on the client's premises. Anyone who violates this policy or who reports to work under the influence of any of these substances will be subject to disciplinary action, up to and including termination of employment, and potentially a loss of benefits.

Safety and Health Rules

- 1) All employees shall follow our clients' safety and health rules, render every-possible aid to safety operations, and report all unsafe conditions or practices to the management.
- 2) Supervisors shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain observance.
- 3) Anyone known to be under the influence of drugs or intoxicating substances, which impair the employee's ability to safely perform the assigned duties, shall not be allowed on the job while in that condition.
- 4) Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well-being of the employees are prohibited.
- 5) Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from their supervisor.

Reporting Unsafe Conditions and Work Related Accidents and Injuries

- Contact Elite Asset Staffing immediately if you are asked to perform duties other than those specified by your assignment.
- Report any unsafe conditions immediately to your on-site client supervisor as well as your Elite Asset Staffing Personnel Coordinator.
- Notify your on-site client supervisor and ask for instructions if you are unsure of any job task you are asked to perform.
- Notify your on-site client supervisor if you observe another employee engaged in an unsafe act.
- Report any accident or injury that resulted from your job-related duties to your on-site supervisor and seek first aid. The injury shall be reported to your on-site client supervisor no later than the end of the shift on which you suffered the injury. Also, contact the Elite Asset Staffing office immediately – by using office voicemail – and under any circumstances by no later than the end of your shift to report any work related injury.

- All employees are advised of their right to access relevant exposure and medical records, which the Company is required to maintain under OSHA's Access to Exposure and Medical Records and Record-keeping standards, or similar state requirements. This includes injury and illness records (i.e., OSHA 300 Logs). See HR for more information.
- Employees have the right to report work-related injuries and illnesses.
- Elite Asset Staffing is prohibited from discharging or in any manner discriminating against employees for reporting work-related injuries and illnesses.

Emergency Procedures

The on-site client supervisor will inform you of the location of emergency exits as well as evacuation assembly points. In the event of an emergency, follow the instructions of your on-site client supervisor. Do not use fire extinguishers or other firefighting equipment nor become involved in rescue operations.

Emergency 911

To report emergencies, Contact your supervisor or Dial 911 This number will provide access to fire, police, ambulance, or emergency services.

Proper Lifting and Carrying

Lifting & Carrying Do's

- Do use approved lifting techniques: face the load, make sure your feet are on level firm ground, bend your knees, grasp the load securely, and raise the load keeping your back as straight as possible.
- Do use the leg muscles to lift the load, never the back.
- Do warm up stretches before lifting, especially after any period of inactivity. Many back injuries can be prevented this way.

Lifting & Carrying Don'ts

- Do not lift while your body is twisted, especially the lower back.
- Do not block your vision with the load, especially while moving.
- Do not lift more than 25 pounds unassisted.

Office Safety Rules

Although offices are relatively safe workplaces, accidents do occur, and usually in two main categories: Slip/Trip/Falls and Lifting.

- Wear safe shoes to work, low heels, and closed toes.
- Keep floor areas around your workstation free of boxes, extension cords, loose rugs, spilled liquids or other slip or trip hazards.
- Keep desk and file drawers closed when not in use.
- Always walk, do not run. Use handrails on stairs or ramps.
- Never climb on top of desks, chairs, or shelves. Use the proper stepladder or ask for assistance.
- Avoid lifting loads over 40 lbs. in weight. If lifting is required, use the safe lifting procedure with a straight back, bend at knees, firm grip, and lift with legs.
- Never try to move heavy office furniture by yourself. Get help.
- Avoid bending at the waist or excessive twisting of the back – turn your feet in the direction you want to go and use the safe lifting procedure.

- Know the location of first-aid kits and fire extinguisher.
- Know how to report fires or accidents or other emergencies.

Questions/Comments/Concerns

Should you have any questions, comments, or concerns, contact an Elite Asset Staffing Consultant or the Managing Partner.



WWW.ELITEASSETSTAFFING.COM

RECEIPT OF EMPLOYEE HANDBOOK EMPLOYEE ACKNOWLEDGEMENT

I acknowledge that I have reviewed the Company's Temporary Employee Handbook, which is available to view and download on the Company's website. The Handbook contains important information on the Company's policies, procedures, safety, and training. I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice.

Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and the Company's Chief Executive Officer.

This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. I understand that, with the exception of the at-will employment policy, the Company reserves the right to make changes to its policies, procedures and benefits at any time at its discretion. I further understand that the Company reserves the right to interpret its policies or to vary its procedures, as it deems necessary or appropriate.

You must read and understand all the components of this handbook. Before signing, if there are any areas, you do not understand, please have the Company's local branch office staff explain them to you. By signing this handbook, I acknowledge that I have read this handbook and that it has been explained to me. Any safety and training materials in this handbook have also been reviewed with me.

Employee Print Name

Employee Signature *Date*

Elite Asset Staffing Representative *Date*

THIS HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT, AND IT MAY BE MODIFIED AT THE DISCRETION OF THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE TO YOU IN ACCORDANCE WITH ITS TERMS. NOTHING CONTAINED IN THIS HANDBOOK IS INTENDED TO ALTER YOUR "AT-WILL" EMPLOYMENT RELATIONSHIP WITH THE COMPANY.