A TRAIN STAFFING

EMPLOYEE HANDBOOK

for

TEMPORARY STAFFING ASSOCIATES

Introduction

This Associate Employee Handbook (the “Handbook”) is designed to summarize A Train Staffing LLC’s (“A Train Staffing” or the “Company”) personnel policies and benefits applicable to our Temporary Staffing Associates and to acquaint you with the Company. Compliance with the Company’s policies and procedures as set forth in this Handbook 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 staffing employees (“Associates”) 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 laws of the state in which you are working will govern.

About This Handbook

This handbook is designed to acquaint you with A Train Staffing and provide you with important information about the policies affecting your employment. This handbook and the policies contained herein supersedes and replaces all previous handbooks and personnel policies covering the same subject matter.

This handbook is not intended to be a contract, express or implied, nor is it intended to otherwise create any legally enforceable obligations on the part of the Company or its employees. Nevertheless, you should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Company to benefit employees.

Please sign the Acknowledgment form provided at the end of this handbook and return it to the Human Resources department.

Right to Revise

No employee handbook can anticipate every circumstance or question about policies. In addition, the need for changes in the Company’s policies may arise from time to time. A Train Staffing reserves the right to revise, supplement, or rescind any policy or any portion of the handbook at its sole and absolute discretion. The only exception to this is our employment-at-will policy permitting you or the Company to terminate the employment relationship at any time, for any reason, with or without cause, and with or without advance notice.

Table of Contents

INTRODUCTION	I
ABOUT THIS HANDBOOK	I
RIGHT TO REVISE	I
GENERAL EMPLOYMENT POLICIES	**1**
EMPLOYMENT AT-WILL	1
EMPLOYMENT APPLICATIONS	1
JOB DUTIES	1
EMPLOYEE CLASSIFICATIONS	1
PERSONNEL RECORDS	2
IMMIGRATION AND WORK AUTHORIZATION	2
BACKGROUND CHECKS	2
NAMES AND ADDRESSES	3
EMPLOYEE RELATIONS	**4**
EQUAL EMPLOYMENT OPPORTUNITY	4
POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION	4
OPEN DOOR POLICY	6
DISABILITY ACCOMMODATION	7
ACCOMMODATION FOR EMPLOYEES' RELIGIOUS BELIEFS, OBSERVANCES AND PRACTICES	7
PREGNANCY ACCOMMODATION	8
LACTATION ACCOMMODATION	8
WORK SCHEDULE AND COMPENSATION	**10**
ASSIGNMENTS / ASSIGNMENT PROCEDURES	10
WORKDAY AND WORKWEEK	10
TIMEKEEPING REQUIREMENTS	10
MEAL PERIODS	11
REST BREAKS	12
OVERTIME	13
PAYMENT OF WAGES	14
EXPENSE REIMBURSEMENTS	14
FINAL PAY	14
EMPLOYEE BENEFITS	**15**
HEALTH INSURANCE	15
PAID SICK LEAVE	15
WORKERS' COMPENSATION	16
STATE DISABILITY BENEFITS	16
PAID FAMILY LEAVE BENEFITS	17
EMPLOYEE RESPONSIBILITIES	**18**
DRESS AND APPEARANCE STANDARDS	18
STANDARDS OF CONDUCT	18
CELL PHONE POLICY	20

PROHIBITED USE OF CELL PHONE WHILE DRIVING 20
DISCIPLINARY ACTION 20
SOCIAL MEDIA AND ONLINE COMMUNICATIONS 20
POLICY AGAINST WORKPLACE VIOLENCE 21
ANTI-BULLYING POLICY 22
DRUG AND ALCOHOL ABUSE 22
SMOKING 24

COMPANY AND CLIENT PROPERTY 25

CONFIDENTIAL INFORMATION 25
COMPUTER, PHONE AND INTERNET USE POLICY 25
INSPECTIONS AND SEARCHES ON COMPANY PREMISES 26

TIME OFF AND LEAVES OF ABSENCE 28

FAMILY AND MEDICAL LEAVE 28
PREGNANCY DISABILITY LEAVE 33
EXTENDED MEDICAL LEAVE 34
BEREAVEMENT LEAVE 35
MILITARY SERVICE LEAVE 35
MILITARY SPOUSAL LEAVE 36
JURY DUTY AND WITNESS LEAVE 36
LEAVE FOR VICTIMS OF CRIME AND ABUSE 37
ORGAN AND BONE MARROW DONATION LEAVE 38
TIME OFF FOR VOTING 38
TIME OFF TO PARTICIPATE IN A CHILD'S SCHOOL ACTIVITIES 39
EMERGENCY RESPONDER LEAVE 39
CIVIL AIR PATROL LEAVE 39
ALCOHOL AND DRUG REHABILITATION LEAVE 40

SAFETY POLICY AND TRAINING MATERIALS 41

SAFETY POLICY 41
EMERGENCY CONDITIONS 42
SAFETY AND HEALTH RULES 42
EMERGENCY PROCEDURES 44
PERSONAL PROTECTIVE EQUIPMENT (PPE) 44
BLOODBORNE PATHOGENS AWARENESS 47
DECONTAMINATION 48
INITIAL HAZCOM TRAINING 49
PROPER LIFTING AND CARRYING 53
MACHINERY AND EQUIPMENT 53
HAZARDOUS SUBSTANCES 55
WORKING FROM ELEVATIONS AND IN EXCAVATION 55
OFFICE SAFETY RULES 56
QUESTIONS, COMMENTS & CONCERNS 56

A FEW CLOSING WORDS 57

GENERAL EMPLOYMENT POLICIES

Employment At-Will

During the course of your employment with A Train Staffing you are free to terminate your employment at any time, for any reason or no reason, with or without notice, and the Company may terminate your employment at any time, for any reason or no reason, with or without notice. This is called employment “at will.”

No one other than the Company’s Chief Executive Officer has the authority to alter this at-will employment arrangement, or to enter into an agreement for employment for a specified period of time, or to make any express or implied agreement contrary to this policy. Furthermore, any such agreement must be in writing and must be signed by the Chief Executive Officer.

Nothing in this handbook shall be deemed to restrict or in any way modify the Company’s right to terminate the employment of any employee or to alter the at-will employment relationship.

Employment Applications

A Train Staffing relies upon the accuracy of information contained in employment applications and resumes, as well as the accuracy of other information presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information may result in the applicant’s exclusion from further consideration for employment. If already hired, the employee may be subject to discipline up to, and including, termination of employment, regardless of the length of time that has passed before discovery.

Job Duties

Employees’ job duties and responsibilities may be subject to change at any time depending on the needs of the Company. From time to time, employees may be asked to work on special projects, or to assist with other work necessary or important to the operation of the Company’s business. Your cooperation and assistance in performing such additional work is expected. A Train Staffing reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Employee Classifications

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees’ employment status and benefit eligibility.

Nonexempt employees are generally paid by the hour for each hour they work and receive overtime pay in accordance with applicable overtime rules. Exempt employees are generally paid a salary intended to compensate fully for all hours worked each week, are not compensated based on the number of hours worked, and do not receive overtime pay.

A Train Staffing has established the following categories for both nonexempt and exempt employees:

- Temporary Staffing Associates: Temporary Staffing Associates ("Associates") are those employees who are hired to provide temporary staffing services to the Company's clients on an as-needed and temporary basis. This Handbook applies to all Associates. Unless otherwise required by applicable law, Associates are generally not eligible for benefits provided to Administrative Employees.

Personnel Records

A Train Staffing maintains a personnel file for each employee, and access to those files is restricted to authorized persons only. The personnel file may contain employment applications, written evaluations, performance counseling notices, correspondence, and other pertinent information. Upon reasonable notice and at a mutually convenient time, but within no less than 30 calendar days following a written request from the employee, an employee may review records in his or her personnel file relating to the employee's performance or to any grievance concerning the employee and any other documents subject to review by state or federal law. Employees may also review their file by making an appointment with the Human Resources department to view the files in the presence of a member of management. Employees may also obtain a copy of their personnel file provided they pay for the cost of copying.

Immigration and Work Authorization

All new hires must complete an employment verification procedure before they are permitted to work. This procedure has been established by federal law and requires that every individual provide satisfactory evidence of his or her identity and legal authorization to work in the United States on the first day of employment but no later than three business days after he or she begins work. Each individual hired by the Company will be required to certify on the appropriate Form I-9 his or her identity and right to work in the United States. Failure to provide the appropriate documentation within the three-day time frame may result in immediate termination. When and if appropriate documentation is provided, employment may be reactivated. As applicable, employees with expired I-9 information may also be required to present current valid documentation.

Background Checks

To ensure that individuals who join A Train Staffing are well qualified and have a strong potential to be successful, it is the Company's policy to check the employment references and conduct background checks, depending on the position applied for. A Train Staffing will provide notice and seek permission before obtaining any investigative consumer report or credit report that is sought for employment purposes other than suspicion of wrongdoing or misconduct. A Train Staffing complies with all applicable laws regarding "ban the box" and fair chance hiring practices. Pursuant to California law, the Company does not inquire into or consider the conviction history of any applicant until the applicant has received a conditional offer of employment, unless the position is one for which an employer is required by any state, federal, or local law to conduct

criminal background checks for employment purposes or to restrict employment based on criminal history.

Names and Addresses

A Train Staffing is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the Company in the event of a name or address change.

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EMPLOYEE RELATIONS

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at A Train Staffing will be based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race (and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religious creed (including religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (40 and over), sexual orientation, veteran or military status, or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances.

This policy applies whether the individual has or is perceived to have any of the characteristics protected by law or is associated with a person who has or is perceived to have any of the characteristics protected by law. Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Human Resources department.

Policy Against Harassment, Discrimination and Retaliation

A Train Staffing believes in respecting the dignity of every employee and expects every employee to show respect for all our employees, clients, vendors and other third parties with whom we do business. Respectful, professional conduct furthers the Company's mission, promotes productivity, minimizes disputes, and enhances our reputation.

A Train Staffing is committed to providing a workplace free of discrimination, harassment and retaliation in all forms, including sexual harassment and harassment based on race (and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religious creed (including religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (40 and over), sexual orientation, veteran or military status, or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances.

This policy applies whether the individual has or is perceived to have any of the characteristics protected by law or is associated with a person who has or is perceived to have any of the characteristics protected by law.

This policy extends to all employees, supervisors, temporary employees, leased employees, independent contractors, volunteers, vendors, clients, and other professional service providers. Furthermore, it prohibits harassment in any form including verbal, non-verbal and physical harassment.

Prohibition Against Harassment

A Train Staffing will not tolerate harassment of any individuals by co-workers, supervisors, managers, third parties or non-employees. In keeping with this commitment, all employees of the Company are responsible for assuring that the workplace is free of harassment. This policy prohibits harassment of any kind, including sexual harassment, and applies to all employees of the Company. The Company prohibits all employees from harassing co-workers, clients, vendors, suppliers, independent contractors and others doing business with the Company. In addition, the Company prohibits clients, vendors, suppliers, independent contractors and others doing business with the Company from harassing the Company's employees.

Sexual harassment may take many forms, but the most common forms include:

- Verbal harassment, such as jokes, epithets, slurs, negative stereotyping, and unwelcome remarks about an individual's body, physical characteristics or appearance, sexual innuendos, sexual propositions, and suggestive comments;

- Physical harassment, such as physical interference with normal work, impeding or blocking movement, unwelcome physical contact, such as touching, rubbing, grabbing or groping, and threatening, intimidating or hostile acts; and

- Visual harassment, such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings and gestures, display of sexually suggestive or lewd subjects, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual because of a protected characteristic that is placed on walls, bulletin boards, or elsewhere on the Company's premises or circulated in the workplace.

Sexually harassing conduct includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome conversation containing sexual comments, and unwelcome sexual advances. Sexual harassment, like other forms of harassment, is illegal and may occur when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment;

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

- Conduct which has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.

Supervisor Responsibilities

Supervisors and managers have an obligation to report sexual harassment and other forms of harassment, discrimination and retaliation of which they become aware. Supervisors and managers who observe such conduct or who receive any complaints of such misconduct must

report the conduct or complaint to the Human Resources department so that an investigation can be made and corrective action taken, if appropriate.

Investigation and Internal Complaint Procedures

Any individual who believes he or she has been subjected to, or who observes an incident of harassment or discrimination must promptly report the incident, either orally or in writing, to his or her immediate supervisor, or, if the conduct involves your direct supervisor, to another supervisor or manager, or to the Human Resources department at 909-947-3755 or HR@fullsteamstaffing.com.

When A Train Staffing receives a complaint of misconduct pursuant to this policy, it will provide the complaining individual with a timely response acknowledging the complaint. The Company will then conduct a fair, timely and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. All investigations will be conducted by impartial and qualified personnel. Confidentiality will be kept by the Company to the extent possible, but no investigation will be completely confidential. All investigations will take appropriate measures to document and track the reasonable progress of the investigation, and to ensure a timely closure to the investigation.

The Company will inform the complainant and the accused of the results of the investigation. If, at the end of the Company's investigation, misconduct is found, appropriate remedial measures shall be taken in accordance with the circumstances involved. If the Company determines that an employee has violated the policy against harassment, discrimination and retaliation, the employee will be subject to appropriate disciplinary action, up to and including termination. With regards to acts of misconduct by clients, vendors or other third parties, corrective action will be taken after consultation with the appropriate management personnel.

Prohibition Against Retaliation

A Train Staffing will not tolerate retaliation against any individual for cooperating in an investigation or for making a complaint. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination of employment.

External Complaints

In addition to notifying the Company about harassment, discrimination and retaliation complaints, employees may also direct their complaints to the federal Equal Employment Opportunity Commission (EEOC) (1-800-669-4000) or the California Civil Rights Department (1-800-884-1684), which have the authority to conduct investigations of the facts.

Open Door Policy

A Train Staffing is committed to open and honest communication in the workplace. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor, a manager or the Human Resources department. The Company believes that

employee concerns are best addressed through this type of informal and open communication. For complaints regarding harassment or discrimination, please refer to the Policy Against Harassment, Discrimination and Retaliation contained in this handbook.

Employees are encouraged to raise job-related concerns as soon as possible after the events that caused the concern. Although we cannot guarantee that in each instance the employee will agree with our decision or be satisfied with the result, we will attempt in each instance to explain the result to the employee. There will be no retaliation against employees who use this process.

Disability Accommodation

A Train Staffing is committed to complying fully with all laws ensuring equal opportunity in employment for qualified persons with disabilities. A Train Staffing is also committed to non-discrimination against any qualified employees or applicants because they are related to or associated with a person with a disability.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, 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. A Train Staffing is committed to engaging disabled employees in a good faith interactive process, as required by law.

Any otherwise qualified applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources department, and request such an accommodation. Employees should include relevant information when making a request such as a description of the accommodation you are requesting, the reason you need an accommodation, and how the accommodation will help you perform the essential functions of your job.

We will then work to identify possible accommodations, if any, that will enable the employee to carry out the essential job duties. When the disability or need for accommodation is not obvious, the Company may require the employee to provide reasonable medical documentation to establish that the employee has a covered disability, to show that the employee requested accommodation, and to help determine effective accommodation options. If the accommodation is reasonable and will not impose an undue hardship, we will make the accommodation.

Accommodation for Employees' Religious Beliefs, Observances and Practices

A Train Staffing is committed to complying fully with all laws concerning the accommodation of bona fide religious beliefs and observances. To comply with applicable laws ensuring equal employment opportunities for persons with religious beliefs and observances (including religious dress and grooming practices), A Train Staffing will make reasonable accommodations for religious practices of an employee unless undue hardship would result. Any employee with questions or concerns about accommodations for religious beliefs or observances are encouraged to bring these issues to the attention of the Human Resources department.

Pregnancy Accommodation

A pregnant employee may request a reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions. A Train Staffing may request the employee provide a doctor's written certification stating that the accommodation request is upon the doctor's advice. A pregnant employee who requires accommodation for conditions related to pregnancy, childbirth, or related medical condition should contact the employee's supervisor or the Human Resources department, and request such an accommodation. The individual should specify what accommodation she needs to perform the job. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position. The Company will work to identify possible accommodations, if any, that will enable the employee to carry out the essential job duties. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

Employees are also directed to the Company's policy on pregnancy disability leave contained in this handbook for additional guidance on this subject.

Lactation Accommodation

A Train Staffing recognizes lactating employees' rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to any exemption allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid.

The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. A Train Staffing will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, the Company will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Employees who desire lactation accommodations should contact the Human Resources department to request accommodations. An employee's request may be provided orally, by email, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide

break time or a location that complies with this policy, we will provide a written response to your request.

A Train Staffing will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise been denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

WORK SCHEDULE AND COMPENSATION

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 A Train Staffing and are 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 your employment with A Train Staffing.

Points to Remember

- Arrive on time every day to show your professionalism and commitment to quality performance.
- Dress appropriately for the assignment. The Company's Personnel Coordinator will outline the client's dress code and other important rules concerning breaks and more.
- Direct all incoming personal calls to our office and we will pass messages on to you. Client phones should not be used to make or receive personal calls.
- If you desire a full-time position, or are offered one while on assignment, let us know immediately.

Workday and Workweek

The workweek is a regularly recurring period of seven (7) consecutive twenty- four (24) hour work days. The regular work week at the Company commences on Monday at 12.01 a.m., and ends at 12:00 midnight on Sunday.

Work schedules for Associates vary throughout the Company. Supervisors will advise Associates of their individual work schedules.

Timekeeping Requirements

It is A Train Staffing's policy to pay its employees for all time worked. Accordingly, it is every nonexempt employee's responsibility to accurately record time worked, and to examine his or her paycheck and wage statement to ensure that he or she is being properly paid for all work time and that the paycheck and wage statement are accurate. If an employee believes he or she is not

being properly paid for all of his or her work, the employee must immediately inform the Human Resources department.

Federal and state laws require the Company to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. All nonexempt employees are required to accurately record the time they begin and end their work using A Train Staffing's provided timekeeping system. When going on meal periods, employees are expected to clock out prior to taking the meal period, and then to complete the meal period of at least thirty minutes, prior to clocking in. Employees are not to clock out during rest breaks. Altering, tampering with, or falsifying time records may result in disciplinary action, up to and including termination of employment. Any errors regarding timekeeping should be reported immediately to the Human Resources department.

Any employee who works off the clock, or instructs another employee to work off the clock may be subject to disciplinary action up to and including immediate termination. If you are asked to work off the clock, you must immediately report it to the Human Resources department and will be required to record the actual time worked.

Associates must report their time at least weekly, and upon completion of each assignment. Use a new timesheet for every assignment you work. For a continuing assignment, use a new timesheet each week. If using a time and attendance system, be sure to utilize the system to record the start and end of your shift each work day. Associates must review and sign your timesheet each Friday, or at the end of each assignment. The client company supervisor must also sign your timesheet. Failure to deliver the timesheet by the appropriate time may delay the processing and issuance of your paycheck.

Meal Periods

Nonexempt employees who work at least 5 hours in a day are provided an unpaid duty-free meal period of at least 30 minutes. A Train Staffing may, in its sole discretion, assign a longer meal period to particular job functions or particular employees, but the Company is not required by law to do so. Supervisors may schedule meal periods to accommodate operating requirements. Where a supervisor does not specifically schedule an employee's meal period, the employee is responsible for ensuring that the meal period starts no later than the end of his or her 5th hour of work. Where a work period of no more than 6 hours will complete the day's work, the meal period may be waived by the mutual consent of the employee's supervisor and the employee.

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. This second meal period will be provided no later than the end of your 10th hour of work. Nonexempt employees who work shifts of more than 10 hours, but no more than 12 hours, and who have not already waived their first meal period, may voluntarily waive their right to a second meal period by the mutual consent of the employee's supervisor and the employee.

Any waiver of a meal period must be in writing and submitted before waiving a meal period. Employees should see the Human Resources department if they would like to sign and submit a form that waives their right to a meal period pursuant to the rules described above.

A Train Staffing provides meal periods according to the following schedule:

Duration of Shift in Hours	# Meal Periods	Comments
0 to < 5.0	0	A nonexempt employee who does not work more than five hours in a workday is not provided with a meal break.
5.0 to < 10.0	1	A nonexempt employee who works more than five (5) hours in a workday, but who does not work more than ten (10) hours in a workday, is expected to take a 30-minute meal break that is available before the end of the fifth (5^{th}) hour of work, unless the employee is working six (6) or fewer hours and elects in writing to waive the first meal break.
10.0 <	2	A nonexempt employee who works more than ten (10) hours in a workday is expected to take a second 30-minute meal break that is available before the end of the tenth (10^{th}) hour of work, unless the employee is working twelve (12) or fewer hours, did not waive the first meal break, and elects in writing to waive the second meal break.

During meal periods, nonexempt employees are relieved of all duty and should not work during this time. When taking a meal period, employees should be completely off work for at least 30 minutes. Those employees who use a time clock must clock out for their meal periods at the start of the meal period, and must clock back in and promptly return to work at the end of the meal period. Those employees who record their time manually must accurately record their meal periods by recording the beginning and end of each meal period. Employees who do not adhere to this requirement to accurately record the beginning and end of each meal period, or who do not timely return to work following their meal periods, will be subject to disciplinary action, up to and including termination of employment.

Except as otherwise provided above, nonexempt employees must take all of their meal periods and may not skip a meal period to arrive late, leave early, or work extra time. If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify the Human Resources department. Any time you do not take a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to the Human Resources department and explain the reason for the missed meal period or time worked.

Nonexempt employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

Rest Breaks

Nonexempt employees are authorized and permitted to take a paid duty-free 10-minute rest break for every 4 hours worked, or major fraction thereof (i.e., more than 2 hours), which insofar as

practicable shall be in the middle of each work period. A Train Staffing authorizes and permits rest breaks according to the following schedule:

Duration of Shift in Hours	# Rest Breaks	Comments
0 to < 3.5	0	A nonexempt employee who does not work three (3) and one-half (1/2) hours or more in a workday is not expected to take a rest break.
3.5 to < 6	1	A nonexempt employee who works three (3) and one-half (1/2) hours or more in a workday, but who does not work more than six (6) hours in a workday, is expected to take one 10-minute rest break.
6.0 to < 10.0	2	A nonexempt employee who works more than six (6) hours in a workday, but who does not work more than ten (10) hours in a workday, is expected to take two 10-minute rest breaks.
10.0 to < 14.0	3	A nonexempt employee who works more than ten (10) hours in a workday, but who does not work more than fourteen (14) hours in a workday, is expected to take three 10-minute rest breaks.

Rest breaks should be taken as close to the middle of each 4-hour period worked as reasonably possible. Rest breaks may not be combined or added to a meal period and cannot be skipped in order to arrive late or leave early.

Nonexempt employees will be relieved of all work-related duties and employer control during their rest breaks so that they are free to use their rest break time as they wish. You are free to come and go as you please and are free to leave the premises on your rest break. The Company does not permit any nonexempt employee to be “on call” during rest breaks.

Nonexempt employees are paid for all rest break periods. Accordingly, employees do not need to clock out when taking a rest break. If for any reason you are not provided a rest break in accordance with our policy, or if you are in any way discouraged or impeded from taking your rest break or from taking the full amount of time allotted to you, please immediately notify the Human Resources department.

Overtime

When operating requirements or other needs cannot be met during regular working hours, nonexempt employees may be required to work overtime. Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour law. Overtime pay is based on actual hours worked. Time off due to illness or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

All hours worked in excess of 8 hours in 1 workday, or 40 hours in 1 workweek will be treated as overtime. Compensation for hours in excess of 40 for the workweek, or in excess of 8 and not more than 12 for the workday, and for the first 8 hours on the 7th consecutive day of work in 1 workweek, shall be paid at a rate of 1.5 times the employee’s regular rate of pay. Compensation

for hours in excess of 12 in 1 workday and in excess of 8 on the 7th consecutive workday in a workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

Failure to work scheduled overtime, or working overtime without prior authorization from management may result in disciplinary action, up to and including termination of employment. The Company will never ask an employee to work off the clock. All nonexempt employees are to be paid for all hours worked. If you are asked to work off the clock, or if you are asked by anyone not to record your time working, you must notify the Human Resources department immediately.

Payment of Wages

Most Associates are paid every Friday, for the one-week period that ends the previous Sunday. You will be notified if you are on an assignment that may have different paydays and/or pay periods.

Expense Reimbursements

A Train Staffing will reimburse employees for all reasonable, work-related expenses incurred as a direct consequence of the discharge of their employment duties, or incurred at the direction of the Company. Employees who incur work-related expenses must submit a reimbursement request, along with appropriate supporting documentation such as original receipts, for all work-related expenses.

Employees are expected to submit their reimbursement requests for approval as soon as practicable, no later than 30 days after the expense is incurred. Employees are expected to exercise restraint and good judgment when incurring expenses. Only reasonable, authorized expenses will be reimbursed. Employees should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

Final Pay

Employees who provide at least 72 hours' notice of the decision to end their employment will receive their final pay and pay stub on or before the noticed date. If we do not receive at least 72 hours advanced notice from a resigning employee, then in accordance with applicable law, the employee's final pay and pay stub will be available within 72 hours from the time of his or her separation. An employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. An employee who is terminated will be paid all of his or her final wages immediately at the time of termination. Final pay will include all wages earned through the last workday plus payment for any accrued and vested benefits that are due and payable at separation.

EMPLOYEE BENEFITS

Health Insurance

Associates are eligible for medical benefits in accordance with the Affordable Care Act (ACA). Please consult with your A Train Staffing representative for more information regarding your eligibility for medical benefits..

Paid Sick Leave

All employees, whether part-time, full-time, exempt or nonexempt, who have worked for 30 or more days from the start of employment are eligible for paid sick leave. Paid sick leave accrues at a rate of one hour for every 30 hours worked, beginning on the first day of employment. New employees may begin using paid sick leave after 90 days of employment.

Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. If an exempt employee's normal workweek is less than 40 hours, accrual will be based on their normal workweek hours.

All accrued but unused sick leave is carried over to the following year of employment, and caps out at 48 hours, or six days. Once this accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Employees are entitled to take up to 24 hours, or 3 days, of paid sick leave annually.

Accrued sick leave may be used upon the oral or written request of the employee for the diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. A family member includes a child, parent, legal guardian, spouse, registered domestic partner, grandparent, grandchild, sibling, and a designated person. A "designated person" means a person identified by the employee at the time the employee requests paid sick days. The Company limits employees to one designated person per 12-month period for paid sick days.

Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault or stalking who need to obtain judicial relief or other related services. The designation of sick leave taken for these reasons shall be made at the sole discretion of the employee.

Paid sick leave may be used only when actually required for the reasons described above and is not to be used for other "personal" absences. Paid sick leave can be used in minimum increments of two hours. An employee must notify the Company in advance if the sick leave is planned, as may be the case with scheduled doctors' visits. If the need is unforeseeable, the employee must give notice as soon as practical, as may occur in the case of unanticipated illness or a medical emergency.

Use of paid sick leave is not considered hours worked for purposes of calculating overtime. At separation of employment, accrued but unused sick leave will not be paid out. However, if the

employee is rehired within one year, he or she is entitled to the previously accrued and unused paid sick days.

Employees are not required to search for or find a replacement worker to cover the days during which the employee uses paid sick leave. A Train Staffing will not deny an employee the right to use accrued paid sick leave, nor discharge, threaten to discharge, demote, suspend, or in any manner discriminate or retaliate against an employee for using accrued sick leave or attempting to exercise the right to use accrued sick leave.

An employee's use of paid sick leave may run concurrently with other leaves under local, state or federal law.

Workers' Compensation

The Company provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

If an employee is injured on the job, he or she must report the injury to a supervisor immediately. Failure to timely report an injury may jeopardize an employee's rights to certain benefits. Even if the employee feels he or she may not require medical attention, the injury must still be reported immediately. This will help protect the employee if a need for medical attention arises in a later date. Therefore, all injuries must be reported immediately after they occur, even if medical treatment is not needed after the injury. In some instances, depending on the injury or illness, medical attention may be sought or necessary days, if not weeks, after an injury. Employees may request to be seen by their own private physicians for a workers' compensation claim. This must be communicated in writing and placed in an employee file prior to filing a claim.

Workers' compensation insurance coverage is not available to employees for injuries that occur during their voluntary participation in any off-duty recreational, social or athletic activity that is not part of their work related duties, even if sponsored by the Company, or if an employee is injured while under the influence of alcohol or drugs, or because of his or her own willful misconduct. The Company will not retaliate against any individual for reporting a workplace injury.

Failure to report injuries to management immediately after they occur will result in disciplinary action, including termination.

State Disability Benefits

Employees are covered under the California state disability insurance plan (SDI). This insurance provides low cost disability protection if illness or injury not caused by the job prevents you from working. All employees are eligible and pay a portion for this program. For information concerning these benefits, employees should contact the Employment Development Department of the State of California (EDD), which administers the SDI program, at (800) 480-3287 or online at www.edd.ca.gov/Disability/SDI_Online.htm.

Employees who experience a non-work-related disability, illness or injury and need to take time off work should contact the Human Resources department as soon as practicable.

Paid Family Leave Benefits

The State of California will provide up to eight weeks of Family Temporary Disability Insurance in a twelve (12) month period for employees who take leave to (1) care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner; (2) bond with a new child entering the family by birth, adoption, or foster care placement; and (3) participate in a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States. If you are eligible, the State of California will pay you a percentage of your regular earnings up to a maximum amount for a period prescribed by law. You are responsible for filing your claim and other forms promptly and accurately with the California Employment Development Department.

This program does not provide a right to family or medical leave or any job protection for employees qualifying for benefits. The right of employees to take a leave of absence are governed by existing laws or as otherwise provided in this handbook. Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence pursuant to applicable law.

EMPLOYEE RESPONSIBILITIES

Dress and Appearance Standards

Employees are expected to present a clean and professional appearance when they represent A Train Staffing, whether that is inside, or outside the workplace. When choosing clothes, it is important to keep in mind the impression made on clients, visitors, and other employees, while recognizing the need to promote organization and employee safety. Good individual judgment is the best guideline, but management retains the right to decide which dress is inappropriate. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

An employee who is unsure of what is appropriate should check with the Human Resources department.

A Train Staffing does not discriminate against employees on the basis of race, which includes traits historically associated with race, including hair texture and protective hairstyles such as braids, locks and twists.

There may be certain circumstances under which A Train Staffing will make limited exceptions to its dress and appearance standards, such as when an employee has a religious or disability-related reason why he or she cannot comply with these standards. If any applicant or employee requests an exception for religious or disability reasons (or for any other reason the law might require an exception), he or she should contact a supervisor or the Human Resources department. Accommodations due to a disability or for religious grooming or dress will be made unless such accommodation poses an undue hardship.

Standards of Conduct

We have established workplace standards of performance and conduct as a means of maintaining a productive and cohesive working environment. A Train 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 by A Train Staffing. Violations of A Train Staffing Standards of Conduct will be grounds for disciplinary action, up to and including discharge from employment.

When an employee fails to meet A Train Staffing's established Standards of Conduct, his or her manager may attempt to utilize progressive discipline so that the employee will be assisted in improving his or her performance or conduct. However, because A Train Staffing employees are employed at-will and can be terminated or resign at any time for any or no reason, A Train 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 A Train 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:

- Sleeping on the job;
- Excessive unexcused absenteeism, tardiness or any absence without notice, including failure to report to an assignment, unless due to exigent circumstances (e.g., illness or injury);
- Unauthorized possession, use, theft or removal of property belonging to us or any of our clients;
- Failure to comply with all safety rules and regulations, including the failure to wear safety equipment when instructed;
- Working under the influence of alcohol, marijuana or other controlled substances, or other violation of the Company's Drug and Alcohol Free Workplace Policy;
- Possession of weapons, explosives, or other hazardous or dangerous devices or substances onto Company or client property without prior written approval;
- Being absent for two (2) or more consecutive work days without prior authorization or notice, or failure to call us when an assignment ends;
- Violation of the Company's policies prohibiting harassment, discrimination or retaliation;
- Insubordination, for example, refusal to carry out your supervisor's reasonable work request
- Dishonesty, or falsification of records, including but not limited to falsification or dishonesty pertaining to time records, work injury claims, personnel records, or sick leave;
- Disclosing confidential information without authorization;
- Gambling on Company or client property or during working hours;
- Use of abusive or threatening language;
- Fighting, threatening, or coercing fellow employees, vendors, clients or others on Company or client property or during working hours, for any purpose;
- Leaving work before the end of scheduled shift without permission;
- Neglect of job responsibilities and duties, including incompetence.

This list is not meant to be exhaustive. There may be other types of employee behavior which would warrant corrective action, discipline or termination. Nothing in this policy is intended to alter the at-will status of your employment with A Train Staffing. The Company retains the sole discretion to impose discipline it determines to be appropriate.

Cell Phone Policy

Employees must limit personal cell phone use to off-duty periods, such as meal periods or rest breaks. Employees must turn off ring tones or set cell phones to vibrate during work time. Personal conversations during break time should be conducted at a moderate sound level, away from work areas, in order to avoid disturbing other employees and clients. No text messages should be sent or reviewed while working or in front of employees or clients.

Prohibited Use of Cell Phone While Driving

In the interest of the safety of our employees and other drivers, employees are prohibited from using cell phones while driving on Company business and/or during Company time. Employees required to drive must use a hands-free device or refrain from using the phone while driving. Under no circumstances should employees place phone calls while operating a motor vehicle on Company business and/or Company time.

Writing, sending or reading text-based communication, including text messaging, instant messaging, email, web browsing and use of smart phone applications, on a wireless device or cell phone while driving is prohibited under this policy.

Sleeping on the Job

Sleeping while on duty or sleeping on the job – falling asleep while one is not supposed to – is considered gross misconduct and grounds for disciplinary action, up to and including termination of employment.

Disciplinary Action

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

A Train Staffing, at its sole discretion, may modify and/or apply discipline in any manner it deems appropriate under the circumstances, including acceleration of steps, exclusion of steps or repetition of steps, up to and including termination, with or without prior warning. Nothing in this policy shall be deemed to restrict or in any way modify the Company's right to terminate the employment of any employee.

Social Media and Online Communications

A Train Staffing recognizes that employees may have personal social media accounts on platforms such as Facebook, LinkedIn, Snapchat, Instagram, Twitter, etc. While the Company realizes the potential usefulness and increasing importance of social media, it also recognizes the potential for misuse. While the Company respects its employees' right to engage in these

activities, employees are nonetheless expected to conduct themselves professionally in all public communications.

To ensure that employees understand A Train Staffing's expectations regarding social media use, the following guidelines apply. Employees are expected to adhere to these guidelines utilizing their best personal and professional judgment. Violating these restrictions may result in disciplinary action, up to and including termination.

- The Company applies the same policies in dealing with activities involving social media and online communications as it follows generally. Employees must therefore comply with the Company's policies when using social media even if the policies do not refer specifically to social media or online communications.

- The Company's strict prohibitions against discrimination, harassment and retaliation apply to social media and online communications. Do not use slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the workplace or that would violate the Company's policy against harassment, discrimination and retaliation.

- Employees should not speak on behalf of the Company without clear authorization. When speaking on matters regarding the Company, you should use disclaimers that indicate that you are speaking for yourself and not the Company.

- Employees should never disclose the Company's confidential, proprietary or trade secret information.

- Employees may not post on a blog or web page or participate on a social networking platform during work time or at any time with Company equipment or property.

These guidelines are not intended to, and should not be interpreted to, prohibit, restrict, or interfere with employees' rights as provided by the National Labor Relations Act.

Policy Against Workplace Violence

A Train Staffing has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, clients or vendors. The Company does not allow fighting, or threatening words or conduct. In addition, weapons of any kind are strictly prohibited and not permitted on Company premises. No employee should commit or threaten to commit any violent act against a co-worker, supervisor or manager, applicant, client or vendor. This includes discussions of the use of dangerous weapons, even in a joking manner.

Conduct that is prohibited under this policy includes, but is not limited to:

- Threats of any kind;

- Threatening, physically aggressive or violent behavior, such as intimidation of, or attempts to instill fear in, others;

- Other behavior that suggests a propensity toward violence, including threatening speech, sabotage, threats of sabotage of company property or a demonstrated pattern of refusal to follow company policies and procedures;

- Defacing company property or causing physical damage to the facilities;

- Bringing weapons or firearms of any kind on company premises, in company parking lots or while conducting company business.

Employees should report any conduct described above to a supervisor or the Human Resources department Human Resources at 909-947-3755. A Train Staffing does not tolerate retaliation against an employee who reports workplace violence. All reports of workplace violence will be taken seriously and will be thoroughly investigated, and all complaints reported will be treated with as much confidentiality as possible. If the Company determines that workplace violence has occurred, the company will take all appropriate action it deems necessary and appropriate under the circumstances.

Anti-Bullying Policy

A Train Staffing is committed to the elimination of all forms of abusive conduct (also known as "bullying"). We are committed to providing all employees a healthy and safe work environment.

This policy applies to all employees. It applies during normal working hours, at work related or sponsored functions, and while traveling on work related business.

"Abusive conduct" means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

Anyone with knowledge of abusive conduct in the workplace should notify Human Resources at hr@fullsteamstaffing.com. This is true whether or not the knowledge came firsthand. Report abusive conduct to any supervisory employee in your chain of command or HR. If the conduct immediately threatens safety, contact the police.

Drug and Alcohol Abuse

It is A Train Staffing's policy that substance abuse in the workplace, or problems related to substance abuse that affect the workplace, will not be tolerated. A Train Staffing is committed to maintaining a work environment that is safe and healthful for employees, visitors and guests. Employees are expected to report to work in a condition that permits them to perform their assigned tasks in a safe, professional and competent manner. While the use of marijuana has been legalized under California law for medicinal and recreational uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by A Train Staffing.

The following conduct is strictly prohibited by the Company:

- Possession or use of alcohol, marijuana or illegal drugs, and the abuse of prescribed drugs, or being under the influence of alcohol, marijuana or drugs while on the job or anywhere on Company or client property, including in Company and client parking lots and in vehicles in Company and client parking areas;

- Driving a Company vehicle or an employee's own vehicle while on Company duty, while under the influence of alcohol, marijuana or illegal or controlled substances, or any prescription or over-the-counter drug that causes drowsiness or affects the employee's alertness;

- Distribution, sale, transfer or purchase of alcohol, marijuana or an illegal or controlled substance while on the job or anywhere on Company or client property, including in Company and client parking lots.

Violation of the Company's Drug and Alcohol Abuse policy will not be tolerated and will be grounds for discipline, up to and including immediate termination.

The Company reserves the right to conduct a drug or alcohol screening test as part of the pre-employment process and where the Company has reasonable suspicion, based on objective factors, such as the employee's appearance, speech, behavior, or other conduct and facts, that the employee is under the influence of unlawful drugs, marijuana or alcohol. A Train Staffing will pay the costs associated with the drug test. A Train Staffing will provide the employee with a reasonable opportunity to rebut or explain the results. A positive test will result in termination. A refusal to test will be considered the same as a positive test. All drug testing-records will be treated as confidential.

The Company reserves the right to search an employee's work area (including Company-owned property, such as desks, lockers, cabinets and file-drawers) when there is reason to believe that an employee is under the influence of alcohol, marijuana or illegal drugs, or is in the possession of alcohol, marijuana or illegal drugs.

Any employee who believes that a coworker is in violation of the Drug and Alcohol Abuse policy should notify his or her supervisor immediately. When an employee believes that supervisory staff is in violation of the policy, he or she should notify the appropriate Manager or the Human Resources department immediately.

On occasion, alcohol may be served at Company-sponsored social events held on or off premises. At such events, employees who choose to consume alcohol must drink responsibly. Furthermore, employees must not drive under any circumstances while intoxicated. The Company will provide taxi or other reasonable transportation reimbursement after Company-sponsored events at which alcohol is served upon employee request.

Employees who take over-the-counter medication or other lawful medication that can be legally prescribed to treat a disability should inform their supervisors if they believe the medication will

impair their job performance, safety, or the safety of others, or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.

A Train Staffing will reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency.

Smoking

A Train Staffing is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. It is the Company’s policy to prohibit smoking on all company premises in order to provide and maintain a safe and healthy work environment for all employees. Smoking is only permitted in designated smoking areas outside of the work premises. This policy also applies to the use of e-cigarettes and other nicotine-delivery devices.

COMPANY AND CLIENT PROPERTY

Confidential Information

There are many aspects of A Train Staffing's business operations that are confidential. As such, employees may have access to the Company's confidential information during the course of their employment.

"Confidential Information" may include, without limitation, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to trade secrets, business processes, practices, methods, plans, research, operations, strategies, techniques, agreements, transactions, negotiations, computer programs, software, applications, operating systems, web design, databases, manuals, systems, supplier/vendor information, financial information, legal information, marketing, advertising, pricing, personnel information, reports, internal controls, graphics, drawings, sketches, market studies, formulae, algorithms, designs, styles, models, ideas, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, specifications, client information, manufacturing information, distributor lists, and buyer lists of the Company, or of any existing or prospective client, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

This information is confidential and employees are strictly prohibited from disclosing all or any portion of this information to anyone outside the Company including family members, clients or others, at any time during the period of employment and at any time thereafter. Employees violating this policy will be subject to disciplinary action, up to and including immediate termination.

In addition, during the term of employment, employees may create or otherwise come into possession of certain documents, files, records, data disks, financial information, reports, and/or other writings that are confidential in nature and the property of the Company ("Company Property"). Company Property shall remain the property of the Company. Prior to the final date of employment, for any reason, employees shall return all Company Property in an employee's possession or custody, without retaining any copies thereof.

Protecting Company Property and the Confidential Information of the Company is the responsibility of every employee. Employees are encouraged to take all steps necessary to protect this information from accidental, improper or unauthorized release and disclosure. A violation of this policy and of the agreement will subject the employee to disciplinary action, up to and including termination of an employee's at-will employment.

If an employee has entered into a confidentiality agreement with the Company with terms that conflict with this policy, the terms of the employee's signed agreement are controlling.

Computer, Phone and Internet Use Policy

This policy applies to both A Train Staffing and its clients' property. A Train Staffing and its clients' computers, laptops, tablets, disk drives, phone systems, cell phones, desk phones, email system,

internet, intranet, networks, voicemail system and other means of electronic storage and communication are business tools made available to employees in order to enhance efficiency in job performance and are provided solely for the purpose of conducting Company business. These systems should be used for Company or client business only, and not for personal purposes.

Employees have no reasonable expectation of privacy in, and may not withhold permission for searches of the Company's electronic communication systems. All such systems are subject to periodic, unannounced inspections at the Company's discretion for any reason deemed necessary by the Company. A Train Staffing has access to all such information regardless of the use of passwords or other security protection.

Information created or stored on the Company's electronic storage or communication systems may be subject to access at any time. Deletion of an email or voicemail message or other personal document does not necessarily result in it being permanently removed from the Company's systems. Phone calls and emails during business hours, both incoming and outgoing, whether on your own device or a Company device, should be confined to those which are necessary to conduct Company business. Personal communications should be kept to a minimum, such as to address personal emergencies.

A Train Staffing's electronic storage and communication systems may not be used in any way that may be disruptive to the workplace or that violates Company policy or law. Employees are expected to use the Company's electronic storage and communication systems with the same degree of respect, professionalism and courtesy that is expected of personal face-to-face interactions. The Company applies the same policies in dealing with electronic communications as it applies generally, and therefore, all policies, including but not limited to, confidentiality and non-harassment, apply to the Company's electronic storage and information systems.

Employees who violate this policy may be subject to disciplinary action, including and up to, termination of employment.

Inspections and Searches on Company Premises

A Train Staffing believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the success of the Company's business. A Train Staffing also intends to protect against the unauthorized use and removal of Company property. In addition, A Train Staffing intends to assure its access at all times to Company premises and property, equipment, information, records, documents, and files. Accordingly, A Train Staffing has established this policy concerning inspections and searches on Company premises.

In order to assure access at all times to Company property, and because employees properly in possession of Company property or information related to Company business may not always be available to produce the property or information when needed in the ordinary course of the Company's business, A Train Staffing reserves the right to conduct a routine inspection or search at any time for Company property on Company premises.

Employees have no reasonable expectation of privacy in, and may not withhold permission for searches of containers supplied by A Train Staffing, including desks, work areas, file cabinets, lockers, Company vehicles, computer files, voice mails, emails or similar places where employees may store Company property or Company related information, whether or not the places are locked or protected by access codes and/or passwords.

Because even a routine search for Company property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to the Company.

Employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that A Train Staffing will base any disciplinary decision on the information that is available, including their refusal to consent to the search as well as the information that gave rise to a reasonable suspicion that the employees were in possession of prohibited materials, if applicable, and that their failure or refusal to cooperate could deprive the Company of information that may clear them of suspicion. In addition, A Train Staffing reserves the right to take appropriate action to prevent the unauthorized removal from Company premises of Company property.

TIME OFF AND LEAVES OF ABSENCE

Leaves of absence are approved at the discretion of the Company when permitted and in accordance with governing state, federal and local laws. Employees should contact the Human Resources department as soon as they become aware of a need for a leave of absence.

A Train Staffing expressly forbids any type of discrimination, disciplinary action, or retaliatory behavior towards any employee expressing a need for, or who takes time off under, leave provided for by state, federal or local law.

If A Train Staffing finds that an employee has provided fraudulent information about the reason(s) for or length of leave, the employee may be subject to disciplinary action, up to and including termination of employment. Working at another job while on a leave provided for by state, federal or local law or any other authorized leave of absence may be grounds for immediate discharge, to the extent permitted by applicable law.

The following leave policies are provided in accordance with state, federal and local law. These policies apply as long as the Company meets the required threshold for employing the minimum number of employees to be covered by the laws on which these policies are based.

Family and Medical Leave

A Train Staffing provides family and medical leave ("FML") pursuant to the federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"), which provide for unpaid, job-protected leave to covered employees in certain circumstances. This policy provides employees with information concerning FMLA and CFRA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with leave under the CFRA and any other leave provided under applicable law.

Eligibility Conditions

To be eligible for leave under this policy, you must: (1) have been employed by the Company for a total of at least 12 months at any time prior to the commencement of a qualifying leave, which need not be consecutive (CFRA and FMLA); (2) have worked for the Company for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave (CFRA and FMLA); and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite (FMLA only).

For employees with no fixed worksite, the worksite is the site to which they are assigned as their home base, from which their work is assigned, or to which they report.

Leave Entitlement

The FMLA and CFRA provide eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period.

Leave will be granted to eligible employees for any of the following purposes:

- the birth of the employee's child, or placement of a child with the employee for adoption or foster care, and in order to care for that child (CFRA and FMLA);
- to care for a spouse, parent, son or daughter* with a serious health condition (CFRA and FMLA);
- to care for a child of any age, parent-in-law, grandparent, grandchild, sibling, domestic partner, or designated person** with a serious health condition (CFRA only);
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position (CFRA and FMLA);
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status, or has been notified of an impending call or order to covered active duty (CFRA and FMLA); or
- a qualifying exigency of a domestic partner or parent-in-law who is a military member on covered active duty or called to covered active duty status, or has been notified of an impending call or order to covered active duty (CFRA only).

*Under the FMLA, the term “son or daughter” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either (1) under 18 years of age, or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

**Under the CFRA, a “designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The Company limits employees to one designated person per 12-month period for family care and medical leave.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

Calculating the 12-Month Period

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken, the Company uses a rolling 12-month period measured backward from the date an employee uses their FML leave.

For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves.

Intermittent Leave and Reduced Leave Schedules

You may take FML leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your own serious health condition or a qualifying family

member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

A Train Staffing will reduce an exempt employee's salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced leave schedule, A Train Staffing may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under the CFRA. However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under the FMLA. Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their pregnancy disability leave.

Once the pregnant employee is no longer disabled, or once the employee has exhausted pregnancy disability leave and has given birth, the employee may apply for leave under the CFRA for purposes of baby bonding.

Any CFRA leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any FMLA or CFRA leave taken must be concluded within one year of the birth or placement of the child with the employee.

Duty to Provide Advance Notice of the Need for Leave

Employees are required to give advance notice of their need for a leave whenever such need is foreseeable. The notice should describe the reason for the requested leave, the anticipated duration of the leave, and the anticipated date the leave will begin. Employees ordinarily must provide at least 30 days advance notice in writing to the Human Resources department. If the leave is not foreseeable at least 30 days in advance, the employee must give as much advance notice as is practicable. Calling out "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FML leave under this policy. Employees must respond to the Company's lawful questions to determine if absences are potentially FML-qualifying. If employees fail to explain the reasons for FML leave, the leave may be denied.

Notice of Eligibility for, and Designation of, FML Leave

When eligible for FML leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Company's designation of leave as FMLA/CFRA-qualifying or non-qualifying, and if not qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA/CFRA leave with appropriate written notice to employees. In other cases, the Company and employee can mutually agree that leave be retroactively designated as FMLA/CFRA leave.

Medical Certifications

A Train Staffing requires employees to provide certification of their need for leave. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practicable to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FML leave.

If the leave is needed to care for a covered sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimation of the frequency and duration of the leave required to care for the family member; and
- Confirmation that the serious health condition warrants your participation.

If your own serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are absent because of your own serious health condition, the Company will also require a medical release to return to work form or certification from your health care provider that you are able to resume work. Failure to provide a release to return to work certificate from your health care provider will result in denial of reinstatement until the certificate is obtained.

A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember must be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Health and Benefits Plans

If you are taking FML leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover premiums paid to maintain health coverage if you fail to return to work following FML leave.

Substitution of Paid Leave

Generally, FML leave is unpaid. An employee may elect to use or the Company may require an employee to use any accrued vacation time or other accrued paid time off that the employee is eligible to take during the otherwise unpaid portion of the leave. An employee may also elect to use, or the Company may require an employee to use, any accrued sick leave that the employee is eligible to take during the otherwise unpaid portion of a CFRA leave if the CFRA leave is for the employee's own serious health condition or any other reason if mutually agreed between the employer and the employee.

No Work While on Leave

The taking of another job while on FML leave may be grounds for immediate discharge, to the extent permitted by applicable law.

Reporting Changes to Anticipated Return Date

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

Reinstatement

Under most circumstances, upon return from FML leave you will be reinstated to your original job or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on FML leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

Any request for additional leave for an employee’s own serious health condition after the leave period provided by law has ended will be treated as a request for disability accommodation.

Administration of Policy

The Company intends to administer this policy in accordance with the requirements of the state and federal laws regulating family and medical leaves. The Company is committed to complying with the FMLA and CFRA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and CFRA. Whenever permissible by law, the Company will run FMLA leave concurrently with the CFRA and any other leave provided under state or local law.

If employees believe their FMLA rights have been violated, they should contact the Human Resources department. The Company will investigate any such complaints and take prompt and appropriate remedial action to address and/or remedy any violation.

Pregnancy Disability Leave

Employees disabled by pregnancy, childbirth or related medical conditions, are eligible to take a pregnancy disability leave (PDL). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary.

Terms of Leave

PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 and 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Notification Requirements

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the Company can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Medical Certifications

Employees are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave. Upon request, the employee will be provided with a medical certification form that the employee can take to her doctor.

A medical certification indicating disability necessitating an accommodation or transfer is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

As a condition of returning from PDL or transfer, the Company requires the employee to obtain a release from a health care provider stating that she is able to resume the original job duties with or without reasonable accommodation.

Leave's Effect on Benefits

PDL is unpaid. We require that employees use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in any group health insurance plan that may be provided by the Company will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should make arrangements for payment of their share of the insurance premiums.

We encourage employees to contact the California Employment Development Department (EDD) regarding eligibility for state disability insurance for the unpaid portion of the leave.

Reinstatement

If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with the Company. Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

Extended Medical Leave

On occasion, an employee may need a medical leave of absence that extends beyond limits under any state or federal mandatory leave law. In addition, there may be circumstances when an employee needs a medical leave allowed under disability laws and in accordance with this policy. In these situations, a medical leave of absence may be granted for disabilities based upon a health care provider's written certification of a qualifying disability. Such disability leaves will be considered on a case-by-case basis, consistent with the Company's obligations under federal and state disability laws. Employees should request any leave in writing as far in advance as possible.

A medical leave begins on the first day your doctor certifies that you are unable to work. A Train Staffing will require medical documentation from your healthcare provider showing the date you

became disabled and the anticipated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

Upon return from medical leave, you will be offered the same position you held at the time your leave began, if available and/or as required by law. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. A Train Staffing will comply with any reinstatement obligations under state or federal law.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions.

Disability leaves under this section are unpaid. Employees on leave due to a medical condition or disability may be eligible to receive state disability compensation through State Disability Insurance (SDI) or Paid Family Leave (PFL). In both instances, employees must directly contact the California Employment Development Department (EDD).

Bereavement Leave

Employees who have completed 30 days of employment may take up to five days of bereavement leave upon the death of a family member. A “family member” means a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. The days of bereavement leave need not be consecutive. The bereavement leave must be completed within three months of the date of death of the family member.

Bereavement leave is unpaid. However, an employee may elect to use sick leave that is otherwise available to the employee.

The Company reserves the right to request documentation of the death of the family member. Documentation may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The Company will maintain the confidentiality of any employee requesting bereavement leave.

Additional time off may be granted at the Company’s discretion. A Train Staffing will not deny an employee the right to take bereavement leave, nor discharge, threaten to discharge, demote, suspend, or in any manner discriminate or retaliate against an employee for taking or requesting bereavement leave.

Military Service Leave

Employees requiring a leave of absence for military service will be provided leave and will be re-employed at the end of the leave pursuant to the Uniformed Services Employment and Reemployment Rights Act and applicable state law. The policy covers those employees who enter

active military duty and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Employees must provide advance written or verbal notice to the Company for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. An employee should provide notice as far in advance as is reasonable under the circumstances.

The period an employee has to make application for reemployment or report back to work after military service is based on time spent on military duty. For service of less than 31 days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period. For service of more than 30 days but less than 181 days, the service member must submit an application for reemployment within 14 days of release from service. For service of more than 180 days, an application for reemployment must be submitted within 90 days of release from service.

Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity as such member, providing that the period of ordered duty does not exceed 17 calendar days annually including time involved in going to and returning from such duty.

Military Spousal Leave

Qualified employees will be given up to 10 days leave during the time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Reserves or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the Company with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the Company certifying that the military member will be on military leave from deployment.

Jury Duty and Witness Leave

Any employee called to serve on jury duty or subpoenaed as a witness shall be entitled to be absent from work. Employees are expected to report to work whenever the court schedule permits. Exempt employees who work a portion of a workweek in which they also serve on jury duty or as a witness will receive their full salary for the workweek.

Employees must show the jury duty summons or their subpoena as a witness to their immediate supervisor as soon as possible so that arrangements can be made to accommodate their absence.

Leave for Victims of Crime and Abuse

A Train Staffing will not discharge or in any manner discriminate or retaliate against an employee who is a victim of crime or abuse. For purposes of this policy, “victim of crime or abuse” refers to (A) a victim of stalking, domestic violence, or sexual assault; (B) a victim of a crime (regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime) that caused physical injury or that caused mental injury and a threat of physical injury; and (C) a person whose immediate family member is deceased as the direct result of a crime.

The Company will permit a victim of crime or abuse to take time off from work to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or his or her child. Additionally, the Company will permit a victim of crime or abuse to take time off work for the following purposes:

(1) To seek medical attention for injuries related to the crime or abuse.

(2) To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.

(3) To obtain psychological counseling or mental health services related to an experience of crime or abuse.

(4) To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

In order to take time off, the employee must provide reasonable advance notice unless doing so is not feasible. When an unscheduled absence occurs, the Company will not take any action against the employee if the employee provides proof explaining the reason for his or her absence within a reasonable time. Proof can be a police report, court order, doctor’s or counselor’s note or similar document, or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee’s behalf, certifying that the absence is for a purpose authorized by applicable law.

Additionally, employees who have been victims of serious or violent felonies, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. Employees must provide a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the Company of the need for time off is not feasible. When advance notice is not feasible, the employee must provide the Company with documentation evidencing the judicial proceeding within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district

attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

Employees may choose to use paid sick leave that is otherwise available to the employee when taking time off under this policy.

A victim of crime or abuse may also request a reasonable accommodation for his or her safety while at work. A Train Staffing will then engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations. The Company will consider any exigent circumstance or danger facing the employee to determine whether an accommodation is reasonable. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation. Reasonable accommodations may include putting in locks, changing the employee's shift or phone number, transferring or reassigning the employee, helping the employee to document instances of crime or abuse, implementing a safety procedure or another adjustment to a job structure, workplace facility, or work requirement, or referral to a victim assistance organization.

The Company will maintain as confidential any verbal or written statement, police or court record, or other documentation provided to the Company identifying an employee as a victim of crime or abuse. Such information will not be disclosed by the Company except as required by state or federal law or as necessary to protect the employee's safety in the workplace.

Organ and Bone Marrow Donation Leave

An employee is entitled to a paid leave of absence not exceeding 30 business days, and an additional unpaid leave of absence not exceeding 30 business days, in any 12-month period beginning from the date the leave begins for the purpose of donating his or her organ to another person. In addition, an employee is entitled to a paid leave of absence not exceeding 5 business days in any twelve-consecutive month period beginning from the date the leave begins for the purpose of donating his or her bone marrow to another person. Employees must be employed for at least a 90-day period immediately preceding the beginning of leave. In order to be entitled to a leave of absence, the employee shall provide written verification to the Company that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

As a condition of an employee's initial receipt of bone marrow or organ donation leave, the employee is required to take up to 5 days of earned but unused sick leave for bone marrow donation and up to 2 weeks of earned but unused sick leave for organ donation. Leave provided for pursuant to this policy may be taken in one or more periods.

Time Off for Voting

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time. Under these circumstances, an employee will be allowed a maximum

of two hours on the election day without loss of pay. Where possible, the employee shall give his or her supervisor or manager at least two days' notice that time off to vote is needed.

Time Off to Participate in a Child's School Activities

If an employee is the parent, guardian, stepparent, foster parent, or grandparent of a child (of the age to attend kindergarten through grade 12), he or she may take time off up to 40 hours each year for the purpose of either of the following child-related activities:

- To find, enroll, or reenroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, if prior to taking the time off, the employee gives reasonable notice of the planned absence of the employee, with such time off not to exceed eight hours in any calendar month of the year; or

- To address a child care provider or school emergency, if the employee gives notice to the employer.

Such leave is unpaid. Employees must, prior to a planned absence, give reasonable notice to their supervisor for anticipated time off. Employees will not be disciplined in any way for taking this time off.

If an employee is the parent or guardian or grandparent with custody of a child who has been suspended from school and receives a notice from the child's school requesting that they attend a portion of a school day in the child's classroom, they may take unpaid time off from work to appear at the school. The employee must, prior to the planned absence, give reasonable notice to a supervisor that they have been requested to appear at the child's school. Employees will not be disciplined in any way for taking this time off.

Emergency Responder Leave

A Train Staffing provides unpaid leave to eligible employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel so that such employees may respond to a call to emergency duty. Additionally, the Company provides unpaid leave, up to 14 days per calendar year, to such employees so that they may engage in scheduled fire, law enforcement or emergency rescue training.

Employees should notify the Company of their status as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Additionally, employees should provide as much advanced notice as practicable of the need for leave under this policy when they are called to emergency service or scheduled training.

Civil Air Patrol Leave

A Train Staffing provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the Company.

Alcohol and Drug Rehabilitation Leave

A Train Staffing will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, unless doing so would cause undue hardship to the Company. A Train Staffing will also make reasonable efforts to keep confidential the fact that an employee has made such request. Nothing in this policy prevents the Company from discharging an employee who, because of the employee's current use of drugs or alcohol, is unable to perform his or her job duties; cannot perform his or her job duties without endangering his or her health and safety; or who cannot perform his or her job duties without endangering the health or safety of others.

SAFETY POLICY AND TRAINING MATERIALS

Safety Policy

A Train 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 A Train Staffing, our clients, and you, our employee. A Train Staffing's responsibility is to promote a safe and healthy workplace for all of our employees. Because our Associates work on various work sites, the client and its on-site supervisor control the workplace. A Train Staffing expects its clients to demonstrate a commitment to accident-free workplaces. Only employees who will take the responsibility to work safely and observe A Train Staffing and customer safe work practices will be assigned work.

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 a 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 any job assignment with A Train Staffing. 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 Don'ts (Prohibited Conduct)

- Do not use any Company or client vehicle for work purposes without written permission from A Train Staffing.
- Do not use any 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 A Train Staffing.

- Do not use alcohol, illegal drugs, or controlled substances on Company premises or while on the job or on the client's premises. Anyone 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. (Refer to the Alcohol and Drug Free Workplace Policy.)

Emergency Conditions

In the event of an emergency condition, the Company will not take or threaten any adverse action against any employee for refusing to report to, or leaving, the workplace or worksite within the affected area if the employee has a reasonable belief that the workplace or worksite is unsafe. An "emergency condition" means the existence of either of the following: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; (ii) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act. An emergency condition does not include a health pandemic. When feasible, an employee shall notify the Company of the emergency condition requiring the employee to leave or refuse to report to the workplace or worksite prior to leaving or refusing to report. Otherwise, the employee shall notify the Company of the emergency condition as soon as possible.

Safety and Health Rules

1) All employees shall follow our 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) All employees shall be given accident prevention instructions.

4) 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.

5) Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well-being of the employees are prohibited.

6) Work shall be well planned and supervised to prevent injuries in the handling of material and in working with equipment.

7) No employee shall knowingly be permitted or required to work while his/her ability or alertness is so impaired by fatigue, illness, or other causes that might unnecessarily expose the employee or others to injury.

8) Employees shall not enter voids, chambers, tanks, or other similar places that receive little ventilation, unless and until it has been determined that it is safe to enter.

9) Employees shall be instructed to ensure that all guards and other protective devices are in their proper places and adjusted, and shall report deficiencies promptly.

10) 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.

11) All injuries shall be reported promptly to the supervisor so that arrangements can be made for medical or first aid treatment.

12) When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.

13) Inappropriate footwear or shoes with thin or badly worn soles shall not be worn.

14) Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from falling objects.

15) Employees shall cleanse thoroughly after handling hazardous substances, and follow the special instructions for those products.

16) Before leaving any job, be sure it is in a safe condition.

17) Work shall be arranged so that employees are able to face the ladder and use both hands while climbing.

18) Gasoline shall not be used for cleaning purposes.

19) No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel until it has first been determined that no possibility of explosion exists and authority for the work is obtained from their supervisor.

20) Any damage to scaffolds, falsework, or other supporting structures shall be immediately reported to the supervisor and repaired before use.

<u>Reporting Unsafe Conditions and Work Related Accidents and Injuries</u>

- Contact A Train 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 A Train 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 on-the-job accident or injury 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. You must also report any work related injury to the A Train Staffing office immediately – by using office voice mail –no later than the end of your shift.

- 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.

- A Train 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 fire fighting equipment nor become involved in rescue operations.

Personal Protective Equipment (PPE)

Industrial and construction assignments frequently require the use of personal safety equipment. When these conditions exist at your job assignment, you will be informed of the type of equipment required and how to use and care for it. The on-site client supervisor will provide the equipment. It is your responsibility to use it as instructed without exception. Failure to wear required safety equipment may result in termination of employment. Examples of safety equipment you may be required to wear are as follows:

Hard hats – protection from overhead hazards.

Safety Glasses/Goggles – protection from airborne particles, sparks, and some splashes.

Safety Shoes (to be provided by employee) – protection from objects falling on feet and sharp objects penetrating shoe soles.

Hearing Protection – protection from high-level noise exposure.

Gloves – depending on the type of gloves, protection from harmful liquids, heat, or surface contact hazards.

Boots and Aprons – protection from wet environments.

Dust Masks – A Train Staffing employees are not permitted to do tasks which require respirators. Dust masks or particle masks are permissible and recommended only for nuisance dust exposures.

Welding Hoods – only ANSI approved welding hoods that meet eye tint requirements will be accepted. PPE Training - Hearing Protection

Our hearing is a valuable resource and we should take precautions to protect ourselves from noise exposure that could potentially cause us to lose even a portion of that resource. Hearing protection devices are a common item of Personal Protective Equipment (PPE). Here are some types of hearing protectors that you may see at your worksite:

Foam Ear Plugs: These come in a variety of sizes and types as shown below. Normally, these plugs are compressed with the fingers and then inserted directly into the ear canal, and then they expand and form a sound reduction barrier to reduce the effects of the surrounding noise. Since there are such a wide variety of these plugs, you should always read the directions on the package to assure that you insert them correctly and they are suitable for use in your work environment. Remember to always wash your hands before inserting the plugs. Handling the plugs with dirty hands can result in ear infection.

Ear Muffs: These are used in many industrial applications, especially where the exposures are for short periods and employees want protection that can be put on and taken off easily. Ear Muffs are only effective when they are adjusted to fit snugly around your ears. There are muffs that are specifically designed for use with hard hats and other types of PPE that may be needed on your job site. Always consult with your supervisor if you have questions about the use and care of your PPE.

Back Belt Safety

There are a variety of Back Belts on the market and each is just a bit different. One thing is true about all of them: Back belts are not designed to help you lift more! These belts are designed to assist you in utilizing proper lifting technique and good body mechanics. The belt should be worn in accordance with the manufacturer's instructions.

This photo is typical of many brands. The waist belt should be closed as shown when wearing the belt to prevent the loose ends from being caught up in machinery, storage shelves, etc. For this belt, the elastic support panels should be tightened immediately prior to the lifting activity and loosened when the activity is completed. Wearing the belt properly will make it more difficult for you to bend at the waist, which is a habit to be avoided when lifting. avoided when lifting.

A quick summary of rules for Back Belts:

- Read the manufacturer's instructions and follow them for the wear and care of the belt.
- The belt does not make you stronger or able to lift a greater load, so do not use it for that purpose.
- The belt is not a substitute for good lifting technique. Practice the proper technique when lifting.
- Stand close to the object

- Bend at the knees and keep your back as straight as possible.
- Use the large muscles of the legs to lift, rather than bending at the waist and lifting with your back muscles. If you have any questions about the use of the belt or about proper lifting techniques, ask your supervisor.

Eye Protection

Eye injuries are tragic. They often leave the victim in pain and can even result in a total loss of sight! One of the most tragic things about eye injuries is that most are preventable. Using eye protection is just good sense. Do not take a chance on losing one of your greatest assets and blessings, the ability to see.

Safety Glasses are the most commonly used form of eye protection and they come in a variety of tints, styles, and sizes. Glasses should be equipped with side-shields to improve the level of protection from flying objects. Never alter a set of safety glasses, such as removing the side-shields, because this may affect their ability to protect your eyes as they are intended. **Remember not all glasses are safety glasses. Make sure that the glasses you use are rated as safety glasses by looking for the symbol Z-87 that indicates that the glasses meet the ANSI standard for eye protection.**

If safety glasses do not provide enough protection, ask for a pair of goggles. These work best when handling liquids or working in dust, since they provide a tighter seal around your eyes. Since goggles form a seal, they may be prone to "fog up" when the temperature changes or if you sweat heavily. Try applying an anti-fog agent to the inside surface of the goggles to prevent this problem. These anti-fog agents are available at most safety supply stores.

There are times when you may need some additional protection. Use face shields along with your glasses or goggles to add another layer of protection from splashes or other hazards that endanger your eyes. If you have questions about which eye protection is correct for your assignment, always ask your supervisor.

Hand Protection

Hand and finger injuries are among the most common injury types in industry. These injuries often result when workers handle materials. Chemical burns, cuts and abrasions, and splinters are common hand injuries. Using the right type of gloves can help to reduce your chances of suffering a hand/finger injury. Here are some types of gloves that may be useful in the injury prevention effort:

For handling chemicals, always consult the Material Safety Data Sheet ("MSDS") sheet for the chemical product to assure that you are using the correct glove. Just because the gloves appear to be rubber or plastic and seem to be "leakproof," that does not mean that they will provide protection against the hazards associated with the chemical you are using. If you have any doubts, consult with your supervisor.

For handling chemicals, always consult the Material Safety Data Sheet (“MSDS”) sheet for the chemical product to assure that you are using the correct glove. Just because the gloves appear to be rubber or plastic and seem to be “leakproof,” that does not mean that they will provide protection against the hazards associated with the chemical you are using. If you have any doubts, consult with your supervisor

Bloodborne Pathogens Awareness

OSHA’s standard "Occupational Exposure to Bloodborne Pathogens" (29CFR 1910.1030) was designed to limit occupational exposure to human blood and other potentially infectious materials in the workplace. This standard covers all employees who, because of performing their job duties, may reasonably have an anticipated exposure to human blood, unfixed tissues, or contact with blood and other potentially infectious materials. "Good Samaritan" acts (for example, assisting a co-worker with a nosebleed), are not considered occupational exposure under this standard.

Bloodborne Pathogens

According to OSHA, bloodborne pathogens are microorganisms that are present in human blood and can cause disease in humans. Two pathogens of concern are the Hepatitis B Virus (HBV) and the Human Immunodeficiency Virus (HIV); however, there are many other pathogens, which can be transmitted through blood (i.e. T. cruzi, Malaria).

Hepatitis B (HBV):

Over one million people in the U.S. are carriers of the Hepatitis B Virus (HBV) and an additional 300,000 people become infected each year. In 1983, 17,000 healthcare employees were infected by contact with blood and body fluids of infected patients. This number has dropped dramatically to 400 in 1995, due to the increased use of the HBV vaccine. Hepatitis dangers can be reduced by: wearing PPE, using disinfectants to clean the work surfaces, washing hands and using puncture-resistant sharps containers.

Symptoms: Hepatitis symptoms include jaundice (yellow hue to the skin and eyes), loss of appetite, nausea, and elevated liver function tests.

Hepatitis B Vaccine: All employees are encouraged to be vaccinated against Hepatitis B Virus if there is a risk of exposure to blood or other potentially infectious material. The vaccine is administered in a series of three shots. The second shot is given one month after the first, and the third given six months after the initial dose. Employees who decline the Hepatitis B vaccine must sign an Informed Refusal Form. At any time after a worker initially declines to receive the vaccine, he or she may opt to take it.

Human Immunodeficiency Virus (HIV):

HIV is the virus, which causes the disease, "Acquired Immune Deficiency Syndrome,” or as it is more commonly known, AIDS. AIDS weakens a person’s immune system, therefore weakening the body’s ability to fight off infections. In the healthcare and laboratory setting, HIV is much less contagious than HBV, but whereas there is an HBV vaccine, HIV is incurable and ultimately leads to death. Once a person becomes infected with HIV, it may be years before AIDS develops.

Symptoms: Symptoms of AIDS include fatigue, fever, weight loss, pneumonia, nausea, night sweats, rashes, mouth sores, sore throat, and swollen lymph glands.

Modes of Transmission: HIV and HBV are transmitted through contact with infected human blood and other potentially infectious body fluids, including:

- Assume that all blood or blood-related products are infectious. Follow "Universal Precautions."
- Wear personal protective equipment (gloves, lab coats, goggles, mask).
- Replace torn or defective personal protective equipment (PPE).
- Remove PPE before leaving the work area.
- Use biological safety cabinets to contain procedures that generate aerosols.
- Handle all materials carefully to minimize potential for splashing and spraying.
- DO NOT mouth pipette - use mechanical devices.
- Clean contaminated areas with a solution of 10% bleach in water.
- Never bend or cut needles or recap them using a two-handed technique.
- NEVER eat, drink, smoke, apply cosmetics or lip balm, or insert/remove contact lenses in the lab.
- Wash hands with soap and water: before gloving, after gloves are removed, after contact with each
- patient, before leaving the laboratory or medical office, before eating, or after your hands have touched
- a potentially contaminated surface.
- Dispose of infectious waste properly.

Decontamination

Always keep your work area neat and orderly. Clean and disinfect the medical or laboratory environment with a 10% Clorox solution in water or an equivalent disinfectant. At the end of each work shift, clean all equipment and surfaces that may have been exposed to blood and other infectious agents. Medical or laboratory instruments should be disinfected with approved hospital disinfectants (tuberculocidal at recommended dilutions) or in autoclaves.

Spill Clean Up

- Spills of bodily fluids in your work area are to be cleaned up by individuals who have up to date Bloodborne Pathogen training

- Wear appropriate PPE (gloves, lab coat, etc.), carefully covering the spill with paper towels.
- Gently pour fresh 10% bleach solution or other disinfectant around the edges of the towels.
- Wait 10 minutes to ensure proper contact time.
- Wipe up the spill from the perimeter in, placing contaminated towels in an autoclave bag.
- Wipe down the area again with fresh disinfectant.

Sharps

Needle stick or other puncture injuries often occur when cleaning or disposing of sharp instruments and needles. Sharps containers must be located close to work area where sharps are used. They must be puncture-resistant, leak-proof, labeled, and color-coded. They must NOT be overflowing. The following items must be disposed as sharps: all types of needles, syringes, pasteur pipette, glass culture dishes, glass blood vials, glass pipettes, scalpel blades, surgical staples, slides, cover slips, lancets, tweezers, and razor blades.

Warning Tags, Signs, and Labels

The biohazard symbol warns of actual or potential presence of biological hazards. It must be displayed on equipment (refrigerators, incubators, etc.), containers (sharps and infectious waste), and rooms that contain, or are contaminated with hazardous biological agents. Labels must have the biohazard symbol visibly displayed on a fluorescent orange or red background.

Emergency Procedures

- If an exposure occurs, wash the affected area for 15 minutes with soap and water.
- If a splash occurs to the eyes or mucous membranes, flush the affected area with running water for at least 15 minutes can be improved by prompt action.
- Report any potential exposure and visit Occupational Health immediately!

Initial Hazcom Training

Hazard Communication Standard Right to Know

Employees of A Train Staffing have the right to know the properties and potential safety and health hazards of substances to which they may be exposed. Such knowledge is essential to reducing the risk of occupational illness and injury.

Goals of Right to Know:

- To help you reduce the risks involved in working with hazardous materials
- To transmit vital information to employees about real and potential hazards of substances in the workplace

- To reduce the incidence and cost of illness and injury resulting from hazardous substances
- To promote public employer's need and right to know
- To encourage a reduction in the volume and toxicity of hazardous substances

Hazardous Substance

A hazardous substance is any substance that is a physical hazard or a health hazard.

(a) " Health Hazard " means any chemical or biological substance or agent that is listed in the U.S. Occupational Safety and Health Administration's list of Toxic and Hazardous Substances, 29 CFR Part 1910, Subpart "Z," and any other substance including, but not limited to, chemicals that are carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hematopoietic system, and agents that damage the lungs, skin, eyes or mucous membranes, and any substance for which a Material Safety Data Sheet has been provided by the manufacturer as a hazardous material, or such substances deemed by the Commissioner, based on documented scientific evidence, that poses a threat to the health of an employee.

(b) " Physical Hazard " means a chemical that is a compressed gas, explosive, flammable, an organic peroxide, an oxidizer, pyrophoric, unstable (reactive) or water-reactive, and is contained in the U.S. Occupational Safety and Health Administration's list of Hazardous Materials, 29 CFR Part 1910,Subpart "H," and any substance for which a Material Safety Data Sheet has been provided by the manufacturer as a hazardous material, or such substances deemed by the Commissioner, based on documented scientific evidence that poses a threat to the safety of an employee.

Identifying Hazardous Substances

Every container of a hazardous substance must bear a label showing the chemical name and the Chemical Abstract Service number (CAS #) or the manufacturer's label. In addition, many containers will have pictorial labels suggesting the protective measures required in handling the substance.

Other labels and placards will utilize a numbering system of 0-4 to determine the seriousness or the hazard of the substance in the three categories of Health, Flammability, and Reactivity. In all cases, a 0 means the least threat while a rating of 4 means the greatest danger.

How to Determine Which Substances Are in Your Place

The client site to which you are assigned will provide site-specific training on the Chemical Information List (CIL). In addition, train and explain the extent of the hazard of each substance on the CIL, and protective measures required in using the chemical, locate the Material Safety Data Sheet (MSDS) for each substance. The MSDS will provide an in-depth analysis of the substance along with all precautions necessary to handle the substance safely.

Chemical Information List/Material Safety Data Sheets

Chemical Information List (CIL) is the list of all hazardous substances in a specific location. Every substance on the CIL will have a Material Safety Data Sheet (MSDS) on file at your assigned work location.

It is very important to know how to read and understand the MSDS. It is designed and written in sections:

Section I

Product Identification

(Chemical Name and Trade Names)

Section II

Hazardous Ingredients

(Components and Percentages)

Section III

Physical Data

(Boiling point, density, solubility in water, appearance, and color, etc.)

Section IV

Fire and Explosion Data

(Flash point, extinguisher media, special fire fighting procedures, and unusual fire and explosion hazards)

Section V

Health Hazard Data

(Exposure limits, effects of overexposure, emergency and first aid procedure

Section VI

Reactivity Data

(Stability, conditions to avoid, incompatible materials, etc.)

Section VII

Spill or Leak Procedures

(Steps to take to control and clean up spills and leaks and waste disposal methods)

Section VIII

Control Measures

(Respiratory protection, ventilation, protection for eyes or skin or other protective equipment)

Section IX

Special Precautions

(How to handle and store, steps to take in a spill, disposal method, and other precautions)

Appropriate Work Practices

It is strongly suggested that you read the MSDS for every substance you come in contact with and utilize the control measures (protective measures) and the special precautions delineated on the MSDS. When in doubt, consult with your supervisor.

Emergency Procedures

Report all spills and avoid contact with substances unless you have the proper protective equipment.

If you are exposed to a substance that requires you to have protective equipment—when you do not have the required protective equipment—seek medical attention and file a written report of the exposure with your supervisor. The record of the exposure will be kept permanently and will be available to you.

Emergency 911

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

Acronyms You May Wish to Become Familiar With:

OSHA Occupational Safety & Health Act

EPA Environmental Protection Agency

NRC National Response Center (Coast Guard)

DOT Department of Transportation

NIOSH National Institute of Safety & Health

MSHA Mine Safety & Health Act

TSCA Toxic Substance Control Act

CFR Code of Federal Regulations

CAS Chemical Abstract Service (number)

ACGIH American Conference of Governmental Industrial Hygienist

SARA Superfund Amendments Re-authorization Act

TLV Threshold Limit Value

TWA Time Weighted Average

PEL Personal Exposure Limit

UEL Upper Explosion Limit

LEL Lower Explosion Limit

PPE Personal Protective Equipment

PPM Parts Per Million

PPB Parts per Billion

Mg/l Milligrams per liter

Chemical Information Lists (CIL) and Material Safety Data Sheets (MSDS) are the key sources to determine which substances are in the workplace and how to avoid exposure to hazardous substances. CIL's and MSDS's are available at the client facility to which you are assigned.

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't's

- 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 40 pounds unassisted.

Machinery and Equipment

- Always notify your A Train Staffing office immediately if you believe the machinery or equipment you are asked to operate is unsafe.

- Always wear required personal protective equipment.
- Never operate any equipment or machinery until you have received specific instructions on safe operating procedures, safety devices, and equipment guards from your on-site supervisor.
- Never attempt to tamper with or bypass any machine safety device or guard.
- Never operate any machinery that has broken or defective safety devices or guards. Notify your no-site client supervisor immediately if such a condition exists.
- Never assume the power is turned off to any piece of equipment. Your on-site client supervisor will inform you of your restrictions as an affected employee under the customer's Lockout/Tagout Program.
- Never place any part of your body into the point of operation of any machine.
- Never attempt to perform maintenance or service on any of the client's equipment.
- Never wear loose clothing, rings, and jewelry or allow hair to dangle when operating machinery.

Mobile Powered Equipment

- Do not operate any forklift devices, pallet jacks, tractors, construction equipment, or mobile powered machinery unless you have the approval of your A Train Staffing Personnel Coordinator.
- Do notify your A Train Staffing office immediately if you are directed by the client to operate any forklift or other mobile powered machinery without the prior approval of your A Train Staffing Personnel Coordinator.
- You must pass the client's equipment operator certification testing program before approval will be given by a A Train Staffing Personnel Coordinator to operate any mobile powered equipment.

Tools

- Always use the correct tool for the task.
- Always make sure there are no signs of physical damage to hand held electrical equipment. Always check to see that the cord is not damaged and the plug has no exposed wiring or missing prongs.
- Always wear safety glasses or goggles when using any pressurized air system.
- Never use damaged tools.

- Never attempt to use any tools that you are unfamiliar with until you have received instruction and authorization.

Hazardous Substances

Hazardous substances come in many forms. They can be flammable gases or liquids, caustics, pressurized gases, fuels, fumes, etc. Your on-site client supervisor will provide information to you about any hazardous substances in your work area. All of this information will be contained in the customer's Hazard Communication Program. If you are not provided this information before you start work, notify your A Train Staffing office immediately.

The Hazard Communication Program will address:

- How to detect the presence or release of chemicals.
- Health and physical hazards associated with the chemicals.
- Methods to protect yourself from exposure.
- How to use the customer's container labeling program as well as the Material Safety Data Sheets (MSDS) for hazardous substances.

* Remember that you have the right to read the MSDS for the materials in your area. This information sheet will provide physical property information as well as precautionary health and safe handling information.

Working from Elevations and in Excavation

You will not do any of the following work. If you are asked or directed to do so, contact you're A Train Staffing Personnel Coordinator immediately. Also if you are asked to work from a ladder, cherry picker, scaffold, roof, near a trench, ditch or other excavation, contact the A Train Staffing office immediately.

- A Train Staffing employees are never permitted to work in or near any trench, ditch, or other excavation that is more than 4 feet deep.
- Employees are never permitted to work on a roof or scaffold. You must have the approval of your A Train Staffing Personnel Coordinator before you use any type of ladder.
- Employees are never permitted to work from elevated areas unless that area is protected by full perimeter protection such as walls or complete guardrails.

Asbestos – never remove or handle any type of asbestos containing material.

Confined Space Entry – never enter into any vessel, tank, pit, tunnel, tower, crawl-space, oven or any other enclosed space.

Electricity – never work on or near exposed energized electrical wiring or components.

Hazardous Waste – never handle or work near hazardous waste material.

Respirators – never work in an area that requires the use of a respirator.

Traffic – never work on or near roadways carrying auto, truck and other traffic.

Unjamming or Maintenance of Industrial Machinery – never put any part of your body into a machine for any purpose including servicing, repair, or unjamming.

Water – never work on or near rivers, lakes, ponds, canals or the ocean.

Office Safety Rules

Although offices are relatively safe workplaces, accidents do occur, and usually in two main categories: Slip/Trip/Falls and Lifting. To minimize the risk of workplace accidents when working in an office setting, you should:

- 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 the 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, fire extinguishers, and how to report fires or accidents or other emergencies.

Questions, Comments & Concerns

Should you have any questions, comments, or concerns about workplace safety, contact the Company's local branch office.

A FEW CLOSING WORDS

This handbook is intended to give employees a broad summary of things they should know about A Train Staffing. The information in this handbook is general in nature and, should questions arise, any member of management or the Human Resources department should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, A Train Staffing, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management or the Human Resources department if they have any questions about the Company or its personnel policies and practices.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received a copy of A Train Staffing LLC's Employee Handbook. I understand and agree that it is my responsibility to read and comply with the policies contained in this handbook. I further understand that all previously issued handbooks, and any inconsistent policy statements or memoranda, are superseded by this Employee Handbook.

I understand and agree that my relationship with the Company is "at-will," which means that my employment is for no definite period and may be terminated by me or by the Company at any time, with or without cause or advance notice. I also understand that the Company may demote or discipline me or otherwise alter the terms of my employment at any time at its discretion, with or without cause or advance notice. I further understand that nothing in the Employee Handbook alters my at-will employment relationship.

I understand that no one other than the Company's Chief Executive Officer has the authority to alter this at-will employment arrangement, or to enter into an agreement for employment for a specified period of time, or to make any express or implied agreement contrary to this policy. Furthermore, any such agreement must be in writing and must be signed by the Chief Executive Officer. I understand that no other employee or representative of the Company has any authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the Chief Executive Officer.

I further understand that the policies contained in the handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied. I also understand that the Company has the right to amend, interpret, modify, add or withdraw any of the policies, procedures, work rules or benefits set forth in the Employee Handbook at any time in its sole discretion, with or without notice, except for the Company's policy of at-will employment.

Dated: _____ _____

Employee Signature

_____

Print Name