



TALENT HANDBOOK

For Contract and Temporary Employees



THE CUSTOM GROUP
OF COMPANIES

WELCOME TO THE CUSTOM TEAM

We are excited to be working with you!

When we started Custom 31 years ago, we set out to be the best in New York City. We recognize that isn't possible without incredibly talented candidates and their hard work and dedication. So, everything we do at Custom stems from the desire to cultivate and nourish long lasting relationships with our candidates.

Our core values reflect daily in the way we conduct business and treat our employees and clients. They demonstrate our dedication to upholding the high standards of service upon which our clients and candidates have come to rely.

INTEGRITY, ACCOUNTABILITY, COMMITMENT, RESPONSIVENESS

We are committed to providing you with the best service possible. As a valued Custom employee, we pay close attention to your career goals and work closely with you to ensure you get the right position. This includes providing one-on-one training or upgrading on a particular software so that you will be successful on your assignment.

We want you to be the best you can be for our clients on each and every assignment. This handbook will provide you with some helpful tips to assist you, along with several items about your rights as an employee under the law. It is important to us that you have as much information as possible regarding issues that might arise, and we are always here to help you.

Our most successful candidates come from referrals from our current employees, so please refer your friends and we will reward you with a bonus after they work 70 hours.

Looking forward to working with you.



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THE CUSTOM GROUP TALENT HANDBOOK


WORK ETHICS AND TIPS


HOW TO BE SUCCESSFUL ON YOUR ASSIGNMENT


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FLEXIBILITY AND COMMITMENT
You are not expected to accept every assignment Custom offers you. Once you accept an assignment, Custom and our clients expect your commitment until its completion. Therefore, carefully evaluate each assignment in light of your needs.

Remaining flexible in your schedule is an important part of temporary work and gives you the benefit of greater freedom. At the same time, our clients have the option of extending or abbreviating your assignments. Your flexibility and willingness to adapt to our clients' needs will benefit you in the temporary employment market.
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BE PUNCTUAL
Make every effort to arrive at your assignment on or before your shift's starting time. Remember, many buildings have security and it may take time to actually arrive at your workplace.
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BE A TEAM PLAYER
Offer to help. Be ready and willing to jump right in. An assertive employee is one that is more likely to be requested again by a client.
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MAINTAIN CONFIDENTIALITY
It is imperative that the client's information be kept in strict confidence. You must not discuss it with anyone or remove materials from the worksite.
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REPORT ASSIGNMENT CHANGES
If our client should offer you a full time position, extend or shorten your assignment, please notify your counselor.





STAY ORGANIZED

Keep your work area organized and clean at all times. Do not bring food or drink to your work area without authorization.



NO PERSONAL USE OF EQUIPMENT

You are to give your assignment 100% of your undivided attention. Limit the use of cell phones to your personal time – for instance, on your lunch hour. Use of the client's phone, fax machine, postage machine, printer, computer or internet is not an acceptable practice.



NO RECONFIGURATIONS

Never take it upon yourself to change a client's hardware or software settings.



NO UNAUTHORIZED OVERTIME

Do not work overtime unless authorized by the client and Custom.



CALL IN YOUR AVAILABILITY

It is very important that you keep Custom abreast of your availability. You can also go on-line to customeoffice.com to input your schedule. We always check availability first so you will have a better choice of assignments and will be called first.



STAFF SUPPORT

Have a problem? Feel free to call Custom any time, no matter what the problem may be. There is always someone here to help you find a solution. If for any reason you are in an uncomfortable situation, call us immediately. We will make every effort to rectify the situation. Remember, Custom is your employer so any questions regarding payment or scheduling should be discussed with us. We can be reached at [212.818.0300](tel:212.818.0300).



THE CUSTOM GROUP HEALTHCARE BENEFITS

All candidates have the option of enrolling in healthcare benefits programs. The Custom Group provides affordable employee benefits programs. You are allowed to choose between two plans for healthcare services based on the number of hours you will work weekly.

MINIMUM ESSENTIAL COVERAGE (MEC)

The Minimum Essential Coverage (MEC) wellness/preventative plans covers 100% of the mandated wellness/preventative services when you visit a network provider. As required by the Affordable Care Act, these services range from screening for specific medical conditions, counseling, and children's vaccinations. This plan **will prevent** you from paying the ACA "Individual Mandate." Candidates who work part time or full time can enroll.

CARE CONNECT

The Care Connect wellness/preventative plans covers 100% of the mandated wellness/preventative services when you visit a network provider. As required by the Affordable Care Act, these services range from screening for specific medical conditions, counseling, and children's vaccinations. This plan **will prevent** you from paying the ACA "Individual Mandate." Candidates who **ONLY** work full time can enroll.

HAVE A QUESTION ABOUT THE CUSTOM GROUP'S HEALTHCARE SERVICES?

Call 212-818-0300 x211 or email lweinstein@thecustomgroupofcompanies.com. **Important:** You have 60 days from your first day of work to enroll in one of our benefit plans. Enroll by sending completed enrollment forms to _payroll@customstaffing.com.

401K PLAN

Custom offers a 401(k) Plan managed by Voya Financial to help build up your funds for retirement. In order to be eligible for the Plan, you have to work for Custom for at least one year, and have worked at least 1000 hours within that year. You can enter the Plan on the next enrollment period once you meet eligibility.

You have open enrollment twice a year – January 1st and July 1st. If you are interested in participating please call [Frances Tam](#) at 212-818-0300.




SICK PAY

You have a right to sick leave, which you can use for the care and treatment of yourself or a family member.

AMOUNT OF SICK LEAVE

 Your employer must provide up to 40 hour of sick leave every calendar year. Your employer's calendar year is:

CALENDAR YEAR

 Start of Calendar Year: January 1st End of Calendar Year: December 31st

Domestic workers: Your employer must provide two days of paid sick leave in addition to the three days of paid rest to which you are entitled under New York State Labor Law. (<http://www.labor.ny.gov/legal/domestic-workers-bill-of-rights.shtm>). Go to labor.ny.gov and search “Domestic Worker’s Bill of Rights” for more information.

RATE OF ACCRUAL

 You accrue sick leave at the rate of one hour for every 30 hours worked, up to a maximum of 40 hours of sick per calendar year

Domestic workers: You must have worked for the same employer for at least one year to earn two days of paid sick leave under City law. DCA will provide guidance on a rate of accrual at nyc.gov/PaidSickLeave

ACCRUAL ELIGIBILITY DATE

 You begin to accrue sick leave on your first date of employment.

Exception: If you are covered by a collective bargaining agreement that is in effect on April 1, 2014, you begin to accrue sick leave under City law beginning on the date that the agreement ends.

LEAVE AVAILABILITY




 You can begin using sick leave on July 30, 2014 or 120 days after you begin employment, whichever is later.

Domestic workers: DCA will provide guidance on when sick leave is available for use at nyc.gov/PaidSickLeave











ACCEPTABLE REASONS TO USE SICK LEAVE

YOU CAN USE SICK LEAVE WHEN:

-  You have a mental or physical illness, injury or health condition; you need to get a medical diagnosis, care, or treatment of your mental or physical illness, injury, or condition; you need to get preventive medical care;
-  You must care for a family member who needs medical diagnosis, care, or treatment of a mental physical illness, injury, or health condition, or who needs preventive medical care; or
-  Your employer's business closes due to a public health emergency or you need to care for a child whose school or child care provider closes due to a public health emergency.

FAMILY MEMBERS SICK LEAVE USAGE

The law recognizes the following as family members:

-  Child
-  Grandchild
-  Spouse
-  Domestic partner
-  Parent
-  Grandparents
-  Child or parent of an employer's spouse or domestic partner
-  Sibling (including a half, adopted, or step-sibling)



ADVANCE NOTICE

If the need is foreseeable, your employer can require up to seven days advance notice of your intention to use sick leave. If the need is unforeseeable, your employer may require you to give notice as soon as practicable.

DOCUMENTATION






Your employer can require documentation from a licensed healthcare provider if you use more than three consecutive workdays as a sick leave. The Paid Sick Leave Law prohibits employers from requiring the health care provider to specify the medical reason for sick leave. Disclosure may be required by other laws.

UNUSED SICK LEAVE

Up to 40 hours unused sick leave can be carried over to the next calendar year. However, your employer is only required to let you use up to 40 hours of sick leave per calendar year.

You have a right to be free from retaliation from your employer for using sick leave

Your employer cannot retaliate against you for:

-  Requesting and using sick leave
-  Filing a complaint for alleged violations of the law with DCA
-  Communicating with any person, including co-workers, about any violation of the law
-  Participating in a court proceeding regarding an alleged violation of the law
-  Informing another person of that person's potential rights

Retaliation includes any threat, discipline, discharge, demotion, suspension, or reduction in your hours, or any other adverse employment action against you for exercising or attempt to exercise any right guaranteed under the law.



You have a right to file a complaint

You can file a complaint with DCA. To get the complaint form, go online to nyc.gov/PaidSickLeave or contact 311 (212-NEW-YORK outside NYC)

DCA will conduct an investigation and try to mediate your complaint. DCA will keep your identity confidential unless a disclosure is necessary to conduct the investigation, mediate the complaint, or is required by law.

Keep a copy of this notice and all documents that show your amount of sick leave and your sick leave accrual and use.




You have a right to be given this notice in English and, if available on the DCA website, your primary language. DCA has translated this notice to Spanish, Chinese, French-Creole, Italian, Korean, and Russian

For more information, including Frequently Asked Questions, go to nyc.gov/PaidSickLeave or call 311 and ask for information about Paid Sick Leave

FAMILY AND MEDICAL LEAVE POLICY

Pursuant to the Family and Medical Leave Act of 1993 (“FMLA”) employers with at least 50 employees on payroll during each working day during 20 or more calendar workweeks in the current or preceding calendar year are required to comply with the FMLA. Covered employers must provide up to twelve (12) weeks of unpaid, job-protected leave during any rolling 12-month period (measured backward from the date an employee uses any FMLA leave) to eligible employees for the qualifying reasons below.

QUALIFYING REASONS

-  To care for the employee’s child after birth or placement for adoption or foster care (leave to be completed within one year of child’s birth or placement);
-  To care for the employee’s spouse, child or parent, who has a serious health condition; or
-  For a serious health condition that makes the employee unable to perform the essential functions of the employee’s job.



Employees who have no biological or legal relationship with a child may nonetheless stand in loco parentis to a child and be entitled to FMLA leave to care for such child (for example, same-sex partners, unmarried partners or extended family members caring for a child). Spouses who are both employed by The Custom Group of Companies (the “Company”) are limited in the amount of FMLA they may take for the birth and care of a newborn child, placement of a child for adoption or foster, or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks in a single 12-month period if the leave to care for a covered service member with a serious injury or illness is also used).

Eligible employees with a spouse, child or parent on active duty or call to active duty status (or who has been notified of an impending call or order to covered active duty) in the Armed Forces, including the National Guard and Reserves, deployed to or in support of a contingency operation in a foreign country may use their 12-week FMLA leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of unpaid leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces (or a veteran who was a member of the Armed Forces at any time during the 5 years preceding the date on which the veteran undergoes medical treatment, recuperation or therapy for a serious illness or injury), including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of active duty (or that existed before the beginning of the service member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces), that may render the service member medically unfit to perform his or her duties of the service member’s office, grade, rank or rating and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

1. Eligibility Requirements

Employees are eligible if they have worked for the Company for at least 12 months at the time the leave is requested (these 12 months need not have been consecutive), have completed at least 1,250 hours of service with the Company during the 12-month period immediately preceding the commencement of the leave and work at a location within 75 miles of which the Company employs at least 50 people. For purposes of determining whether the employee works at a worksite where there are at least 50 employees within 75 miles, the employee’s worksite shall be deemed to be the primary office of the Company from which the employee is assigned or to which the employee reports; provided, however, if the employee has physically worked for at least one year at a client facility, the employee’s worksite is that client location.

2. Benefits and Protections

During FMLA leave, the Company will maintain an employee’s health coverage, if any, on the same terms and premium contribution levels as if the employee was actively working. Thus, for example, employees on unpaid FMLA leave who have elected health coverage will be required to continue to remit the amount that is typically deducted from employee’s compensation for such



coverage monthly to insure continuity of such benefits. If paid leave is substituted for unpaid FMLA leave, the Company will deduct the employee's portion of the health plan premium as a regular payroll deduction. Premium payments that are more than 30 days late may result in termination of benefits. The Company will provide a 15 day notice period to the employee that coverage will be terminated. If an employee fails to return to work at the end of the FMLA leave, the Company may in certain circumstances request reimbursement for the amount the Company paid for the employee's health insurance premiums, if any, during the FMLA leave.

Benefits that operate on an accrual basis will not accrue during any period of FMLA leave. An employee will not accrue seniority or service time during a leave in connection with the employee's eligibility for compensation review or bonus. However, use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, no employee is entitled under this policy to any right, benefit or position other than that to which the employee would have been entitled had he or she not taken leave. Thus, for example, if a client assignment ends, while the employee is on FMLA leave, reinstatement may not be possible. Exceptions may also apply for certain highly compensated employees under certain conditions.

Certain "key employees" may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and serious economic injury to the operations of the Company. The Company will notify such employees of their "key employee" status and the conditions under which job restoration will be denied, if applicable, at the time of their application for leave. A "key employee" means a salaried employee who is among the highest paid 10% of all employees employed by the Company within 75 miles of the employee's worksite.

3. Intermittent Leave

An employee is not required to use FMLA leave in a single block. FMLA leave occasioned by a serious health condition can be taken intermittently or on a reduced leave schedule when medically necessary. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's or its clients' operations. If you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult with the Company or its client first regarding the dates of such treatment to work out a schedule that best suits the needs of both the employee or the covered military member, if applicable, and the Company or its client.

Except as specifically permitted by the Company, leave taken for the birth, adoption or foster placement of a child must be taken in consecutive workweeks and completed within the 12-month period following the birth, adoption or foster placement of the child with the employee.



If you utilize FMLA leave on an intermittent leave or a reduced work schedule, the Company has the right to transfer you to an assignment with equivalent pay and benefits for which you are qualified that is more suitable to recurring periods of leave at its sole discretion.

4. Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Generally, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may also meet the definition of continuing treatment.

The Company reserves the right to have an employee or covered family member examined by a health care provider of its choice for a second opinion at any time at the Company's discretion and expense. In the event a conflict exists between the medical opinion of the employee's or covered family member's health care provider and that of the Company in the second opinion examination, a third examination will be required to be performed by a health care provider mutually selected, but paid for by the Company. The opinion of the third health care provider shall be final and binding on the Company and the employee.

5. Substitution of Paid Leave for Unpaid Leave

Employees may also be eligible to receive statutory benefits such as short-term disability or workers' compensation in accordance with applicable state law and the terms of each respective benefit plan.

Except for days for which the employee will receive workers' compensation or short-term disability benefits, Employees are required to use accrued and unused paid time off, if any, while taking FMLA leave to the extent the circumstances meet the Company's usual requirements for the use of such paid time off. Employees must comply with the Company's normal paid time off policies. This paid time off will count toward the FMLA time allowance and does not extend the FMLA leave. FMLA leave also runs concurrently with other types of leave to the extent permitted by law.

6. Employee Responsibilities

Employees must provide 30 days advance written notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable. An employee's failure to properly notify the Company may result in the delay of FMLA-protected leave.



Employees must provide sufficient notice and information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Such notice may include information regarding the employee's inability to perform job functions, the family member's inability to perform daily activities, the need for hospitalization or continuing treatment by a health care provider or circumstances supporting the need for military family leave. Employees must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to the affected employee, provided such retroactive designation does not cause harm or injury to the employee.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant healthcare provider must supply appropriate medical certification, which will be due at least 15 days after you request leave. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided. The Company also reserves the right to require certification from a covered military member's healthcare provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

If leave is requested for the serious health condition of the employee or the employee's spouse, child or parent, the employee must notify the Company every 30 days of the status of the condition and his or her intent to return to work. Employees are required to communicate to the Company any changes in their leave status throughout any period of FMLA leave.

An employee must provide at least 2 business days' notice if she or he intends to return to work earlier or take more FMLA leave than originally requested. Before being permitted to return from a leave for the employee's own serious health condition, the employee may be required to provide certification from his or her health care provider that he or she is able to return to work and perform all essential functions of the job (with or without a reasonable accommodation).

The taking of any other job or otherwise performing services for compensation while on FMLA leave or any other authorized leave is prohibited and may lead to disciplinary action, up to and including discharge.

7. Company Responsibilities

The Company will inform employees requesting leave whether they are eligible for leave under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Company will provide a reason for the ineligibility. The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will likewise notify the employee.



8. Genetic Information Nondiscrimination Act

The federal Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask employees to not provide any genetic information when responding to requests for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

In the event any provision of this Family and Medical Leave Policy conflicts with any applicable federal, state or local law or regulation, such law or regulation shall govern and such provision of this Family and Medical Leave Policy shall be deemed modified to the extent necessary to comply with all applicable law and regulations. Nothing contained in or omitted from this Policy shall be deemed a waiver of or limitation upon the Company’s rights under applicable law, all of which are expressly reserved.



HEALTH AND SAFETY IN THE WORKPLACE

Custom is committed to maintaining a safe workplace. To further this goal, Custom has issued certain safety rules and guidelines. You are required to comply with all of Custom's safety rules and guidelines as well as those of Custom's clients. You must also comply with all applicable federal, state, and local laws regarding workplace safety. In addition, you must keep your work area organized and free of any potential hazards whether you are on Custom's premises or on a client's premises. Failure to follow the Custom's safety rules and guidelines may result in disciplinary action, up to and including immediate termination of employment and any work assignment.

If you witness any potentially unsafe conditions or hazards (such as wet floors, broken equipment, or defective appliances, etc.), you must report them to your direct supervisor immediately or, if your direct supervisor is unavailable, Diane McGaw or Pat Rohe as soon as possible. You must also report all workplace injuries, accidents to Ms. McGaw or Ms. Rohe as soon as possible, regardless of the severity or perceived severity.

Custom prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting in good faith a health and safety concern or a violation of this policy or cooperating in related investigations.

PROPER CARE OF CUSTOM'S OR THE CLIENT'S EQUIPMENT

You are expected to use proper care when using the property and equipment of either Custom or a client. No property may be removed from Custom's premises or a client's premises without proper prior authorization. If you lose, break or damage any of the property or equipment of either Custom or a client, or if you otherwise become aware of any damaged property or equipment, report it immediately to your direct supervisor or Ms. McGaw or Ms. Rohe.

PROHIBITION ON WEAPONS





Employees are strictly prohibited from possessing or using weapons, such as knives, handguns, firearms, or self-defense items on the premises of either Custom or a client, except with proper Custom authorization or as otherwise permitted by applicable law. Weapons, incendiary materials, and other hazardous devices or substances are not allowed to be stored in employee desks or lockers or to be concealed in any manner. This policy applies to all employees, including those who have obtained a valid license to carry a fire arm.

PROHIBITION ON WORKPLACE VIOLENCE

Custom prohibits and will not tolerate any and all forms of workplace violence by an employee, supervisor, or third party, including against or by vendors, clients, or visitors, both at the workplace and at Custom-sponsored or client-sponsored events.



For purposes of this policy, workplace violence includes (without limitation):

-  Making threatening remarks (written or verbal).
-  Aggressive or hostile acts, such as shouting, using profanity, throwing objects at another person, assault, fighting, or intentionally damaging property.
-  Bullying, intimidating, or harassing another person (for example, making obscene phone calls or using threatening body language or gestures).
-  Behavior that causes another person emotional distress or creates a reasonable fear of injury, such as stalking.

This list is illustrative only and not exhaustive. No form of workplace violence will be tolerated.

Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to adverse employment action for such good faith reports or cooperation. If you witness, are made aware of, or are subjected to any threats or conduct you believe violates this policy, you must speak, write, or otherwise contact your direct supervisor or Ms. McGaw or Ms. Rohe as soon as possible. Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. Custom will directly and thoroughly investigate all complaints of workplace violence and will take prompt corrective action, including discipline, if appropriate. Custom also reserves the right to contact law enforcement, if appropriate. All reports of work-related threats or violence will be kept confidential to the extent practicable and investigated promptly.

If you become aware of an imminent violent act or threat of an imminent violent act, including any communication threatening self-inflicted injury, immediately contact appropriate law enforcement and emergency agency (such as 911) and then contact Ms. McGaw or Ms. Rohe.

SMOKE-FREE WORKPLACE




Custom prohibits smoking in the workplace, including all indoor facilities, stairwells, offices, lunchrooms, break rooms, bathrooms, and company vehicles. Smoking is also prohibited on Custom's outdoor property, if any, with the exception of any area designated smoking areas in Custom's sole discretion. This policy applies to all employees, vendors, clients, and other visitors. For purposes of this policy, smoking includes lighting, smoking or carrying a lighted cigarette, cigar or pipe, and the use of any electronic smoking device. This list is illustrative only and not exhaustive.



SUBSTANCE ABUSE IN THE WORKPLACE

Custom maintains a drug and alcohol-free workplace. Substance abuse, or being under the influence of alcohol or illegal drugs (as classified under federal, state, or local laws, including marijuana), has an adverse impact on an employee's work, personal life and family life, as well as on the ability of Custom to fulfill its mission to provide the highest quality temporary services to its clients. Substance abuse while on the job poses serious health and safety risks to employees and members of the public, which is not tolerated. It can also cause poor performance and decreased productivity.

Custom prohibits the following activities at any time that employees are: (1) on duty or conducting Custom's business (either on Custom's or a client's premises), (2) on Custom's or a client's premises (whether or not the employee is working), or (3) while using any of Custom's or a client's equipment or property:

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

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, to the extent that it is taken in accordance with the orders of a medical health professional and does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication should inform their manager or supervisor 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.

From time to time, Custom may sponsor social or business-related events at which alcohol is served. This policy does not prohibit the responsible and limited use or consumption of alcohol at such events. However, if employees choose to consume alcohol at such events, they must do so responsibly and maintain their obligation to conduct themselves properly and professionally at all times with colleagues and/or current or prospective clients.

Consistent with its fair employment policy, Custom maintains a policy of non-discrimination and reasonable accommodation with respect to recovered and recovering drug addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others.

Employees who violate this policy are subject to disciplinary action, up to and including termination, even for a first offense.



INSPECTION OF PROPERTY

To maintain a safe, secure, healthy, and productive work environment, Custom reserves the right, in its sole discretion, at all times to search or inspect employees' and visitors' surroundings and possessions on our premise, on the premises of a client, or off-site while performing services for Custom or its client. This right extends to the search or inspection of clothing, handbags, rooms, offices, files, desks, drawers, lockers, cabinets, bags, briefcases, containers, packages, parcels, boxes, tools and tool boxes, lunch boxes, facilities, equipment, storage areas, any company-owned or leased vehicles, and any vehicles parked on Custom's property or a client's property. Employees should have no expectation of privacy while on Custom's or a client's premises (including in anything they bring to or store on Custom's or a client's premises), except in restrooms. You hereby consent to Custom's right to institute searches in accordance with the provisions of this policy. Any items you do not want to have inspected should not be brought to work. Refusal to allow search or inspection may result in discipline, and persons entering the premises who refuse to cooperate in an inspection may not be permitted to enter the premises.

Custom is not responsible for the loss, damage, or theft of any employee's or visitor's personal property or valuables brought onto or stored on Custom's or a client's premises. It is the employee's responsibility to keep their personal property secure during their stay in the office or while they are on company business.

THE CUSTOM GROUP OF COMPANIES, INC. EQUAL EMPLOYMENT OPPORTUNITY POLICY

EQUAL OPPORTUNITY EMPLOYER

The Custom Group of Companies is an equal opportunity employer and shall consider qualified applicants for all positions without regard to race, color, sex, religion, national origin, age, disability, veteran status, or any other status protected by federal, state or local law.

Your provision of information pursuant to Custom Staffing's application, screening and pre-employment process does not guarantee that you will be hired or placed in an employment position by Custom Staffing or that Custom Staffing has determined whether you are qualified for any position with Custom Staffing.

FAIR WORKPLACE STATEMENT

The Custom Group of Companies, Inc. (together with its affiliates, "Custom") is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. Custom strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex, sexual orientation, gender (including gender identity), marital or familial status, partnership status, age, physical or mental disability, perceived disability, citizenship, military or veteran status, genetic information, or any other characteristic protected under applicable law. All employment decisions are based on the individual's qualifications and job-related factors such as ability, work quality, experience, and potential.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, recruiting, selection, training, assignments, placement, promotion, discipline, compensation, benefits, and termination of employment. In addition, Custom does not discriminate






against any employee or applicant in work assignments, does not invite or honor discriminatory job orders or client requests, and does not code applications or other documents to record the protected status of any applicant or employee.

ANTI-HARASSMENT POLICY

Custom strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons because of race, religion, creed, national origin, ancestry, sex, gender, age, physical or mental disability, citizenship, genetic information, service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law.

Although all forms of harassment are strictly prohibited, Custom wishes to recognize the special issue of sexual harassment in the workplace. All employees of Custom, including supervisory and non-supervisory personnel, and other workers and stakeholders (including vendors, clients, and visitors) are prohibited from harassing employees or other covered persons based on that individual's sex or gender, regardless of the harasser's sex or gender. Sexual harassment means any harassment based on someone's sex or gender and includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature when: (a) submission to the advance, request, or conduct is made either explicitly or implicitly a term or condition of employment; (b) submission to or rejection of the advance, request, or conduct is used as a basis for employment decisions; or (c) such advances, requests, or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile, or abusive work environment.

Custom will not tolerate any form of sexual harassment, regardless of whether it is:

-  Verbal (for example, epithets, derogatory statements, slurs, sexually-related or degrading comments or jokes, graphic or suggestive comments about an individual's dress or body, unwelcome sexual advances, or requests for sexual favors).
-  Physical (for example, assault, touching, or inappropriate physical contact).
-  Visual (for example, displaying nude or sexually suggestive posters, pictures, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).

The conduct prohibited by this policy includes conduct in any form, including, but not limited to e-mail, voice mail, chat rooms, social media interaction or communications, internet use or history, text messages, pictures, images, writings, words, or gestures. This list is illustrative only and not exhaustive. No form of sexual harassment will be tolerated.

This policy against harassment also applies to improper conduct toward Custom's employees by clients, contractors, vendors, and other non-employees. If you inform Custom that you have been subjected to sexual or other harassment in the workplace by a non-employee,



that individual or a responsible person will be informed of the Custom's anti-harassment policy and appropriate corrective action and preventative steps will be taken. Harassment of third-parties by Custom's employees will also not be tolerated.

COMPLAINT PROCEDURE

Custom is committed to enforcing its policy against all forms of discrimination, including harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or another employee may have been subjected to discrimination (including harassment) or retaliation, they should report it immediately. If employees do not report discriminatory or retaliatory conduct, Custom may not become aware of a possible violation of its policies and may not be able to take appropriate corrective action.



Therefore, if you are subjected to or become aware of any conduct that you believe violates this policy, you must promptly speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, Diane McGaw (212.818.0300 | diane@customstaffing.com) or Pat Rohe (212.818.0300 | pat@customstaffing.com). However, complaints may also be brought directly to Ms. McGaw or Ms. Rohe if the matter is especially sensitive or personal, or for other similar reasons. Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. If you have not received a satisfactory response after reporting any incident of what you perceive to be discriminatory or retaliatory conduct, please immediately contact Ms. McGaw or Ms. Rohe.

Upon receiving a good faith complaint, Custom will ensure that a prompt investigation is conducted. Custom will thoroughly investigate the facts and circumstances of all claims of perceived discrimination or retaliation and will take prompt corrective action, if appropriate. Custom understands that complaints of discrimination (including harassment) can be extremely sensitive and, as far as practicable, will keep such complaints and all communications concerning them confidential.



Any manager or supervisor who observes discriminatory conduct (including harassment) must report the conduct to Ms. McGaw or Ms. Rohe so that an investigation can be made and corrective action taken, if appropriate.

UNLAWFUL RETALIATION PROHIBITED

Custom prohibits all forms of unlawful retaliation, including any form of discipline, reprisal, intimidation, or other form of retaliation, for participating in any activity protected by law. Examples of protected activities include (without limitation):

-  Lodging a good faith internal complaint with management specifically opposing unlawful discrimination or harassment (for example, if an employee believes he or she has been sexually harassed).
-  Filing a good faith complaint of unlawful discrimination or harassment.



-  Participating in Custom’s internal investigation into allegations of sexual harassment.
-  Requesting a reasonable accommodation arising out of a disability or sincerely held religious belief.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.

DISABILITIES ACCOMMODATIONS

Custom complies with the Americans with Disabilities Act (ADA) and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, Custom will provide a reasonable accommodation to disabled applicants and employees if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on Custom. All pre-employment inquiries are made only regarding an applicant’s ability to perform the duties of the position with or without a reasonable accommodation.

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from Diane McGaw or Pat Rohe. Custom encourages employees to make their request in writing and to include relevant information, such as: (1) a description of the accommodation you are requesting; (2) the reason you need an accommodation; and (3) how the accommodation will help you perform the essential functions of your job. After receiving your request, Custom will engage in an interactive dialogue with you to determine the limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Custom encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, Custom is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on Custom. Custom makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

If your disability or need for accommodation is not obvious, Custom may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable state or local laws, and that your disability necessitates a reasonable accommodation. To the extent practicable, Custom will keep confidential any medical information that it obtains in connection with your request for a reasonable accommodation.




Custom is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability.



RELIGIOUS ACCOMMODATIONS

Custom will provide a reasonable accommodation of an applicant's or employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for Custom.

If you believe you need an accommodation because of your religious beliefs or practices, you are responsible for requesting an accommodation from Diane McGaw or Pat Rohe. Custom encourages employees to make their request in writing and to include relevant information, such as:

-  a description of the accommodation you are requesting;
-  the reason you need an accommodation;
-  how the accommodation will help resolve the conflict between your religious beliefs or practices and one or more of your work requirements.

After receiving your request, Custom will engage in a dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs and practices and one or more of your work requirements. Custom encourages you to suggest specific reasonable accommodations that you believe would resolve any such conflict. However, Custom is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any accommodation can be made without imposing an undue hardship on the Company. Custom makes determinations about religious accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.



VIOLATIONS OF THIS POLICY

Any employee, regardless of position or title, who Custom determines has subjected an individual to discrimination (including harassment) or retaliation in violation of this policy will be subject to discipline, up to and including immediate termination of employment.

If you have any questions about this policy please contact [Diane McGaw](#) or [Pat Rohe](#) (212.818.0300).

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH CUSTOM'S EQUAL EMPLOYMENT OPPORTUNITY POLICY

(Employee Signature)

(Print Name)

(Date)





THE CUSTOM GROUP
OF COMPANIES