elevate

Elevate Employee Agreement - Terms And Conditions, Including Code of Conduct

Date of Issue of this Written Statement November 28, 2018

Commencement Date of Continuous Employment
Your present period of employment is not continuous with any previous period of employment.

Job Title

You are employed as a (***see role under 'Details' section in attached Schedule***). An outline of your duties will be supplied for each Client assignment.

You are obliged to work when we the Employer require you to do so. We do not guarantee that there will always be a suitable Client assignment to which you can be allocated, and you acknowledge that there may be periods when no work is available for you. However, when there is work available the Company will do its best to allocate work to you and the Company will endeavour to seek relevant assignments for you at all times.

Place of Work

Your place of employment will be as specified in the Schedule issued to you prior to each and every assignment.

Personal Belongings

Whilst working for Elevate, you are responsible for your personal belongings. Elevate will not be held liable for any theft, loss or damage to personal belongings. It is advised that you should have contents insurance which covers your belongings whilst at your place of work. We cannot always guarantee that there will be a safe place to store your personal items, so please do not bring any valuables to work with you.

Payment

Elevate provides bi-monthly payrolls. Shifts worked from the 1st through the 15th each month will be paid out during the last week of the month. Shifts worked from the 16th through the 31st each month will be paid out by second week of the following month. It is your responsibility to ensure that you have correctly provided us with your current bank details via the Elevate registration form and on all invoices to ensure payments are made directly to your bank account. Elevate reserves the right to withhold payments otherwise due to you if you have not provided all necessary personal or bank details or such other details as Elevate may reasonably require.

You MUST inform us if your bank details change. You shall keep a record on weekly worksheets of the time spent in performing your services for the Client. You must self-certify on the worksheets that the hours claimed are accurate and at the applicable rate. Worksheets will be automatically processed by Elevate upon satisfactory completion of an assignment.

Elevate Staff Portal: www.staff.elevate-staffing.com

The Employer will (as required by applicable federal, state and local law) deduct income tax and FICA contributions from your salary and will remit such sums to the appropriate authorities.

In addition to time sheets, you shall complete any statistical reporting or other paperwork related to the work you have performed as may reasonably be required by Elevate.

When your passport and/or driver's license expires, it is your responsibility to upload a copy of your new, valid passport and/or drivers license.

Your working hours and rate of pay are automatically processed in accordance with your confirmation emails, which outline your hours, shift start and end time, rate of pay and your role for each of your assignments. It is your responsibility to inform Elevate, prior to working any additional hours requested by the client, or, if for a reason beyond your control, you anticipate your working hours will differ from what is outlined in your confirmation email. Your Elevate contact will confirm these additional hours with you prior to working beyond what you are assigned. Without confirmation from Elevate you will not be entitled to additional pay beyond what is outlined in your confirmation email.

You are expected to cover your own cost of travel to and from local assignments. There may be certain occasions when you will be reimbursed your travel expenses, but this will always be agreed with you prior to the booking and confirmed in writing. All expenses must be supported by relevant receipts and must be returned to us within five working days following your assignment. Expenses must be logged on the Elevate staff portal and accompanied by the original receipts – no copies or credit card slips will be accepted. You must also send your travel receipts to us within five working days.

Such is the nature of this industry that from time to time we all fall victim to the Client's cancellation of assignments for reasons beyond our control. In these circumstances, and only if the cancellation gave less than 24 hours notice, we will endeavour to recover fees due to us and will then pay you. Payment in respect of cancellation fees will only be made once the necessary funds have been received from the Client. In the event of a cancellation we will notify you as far in advance as possible.

Hours of Work

Your normal *hours/days of work are as specified in the attached Schedule and may vary for each assignment.

You will be informed of your break entitlement for each campaign, which is based on State and Federal meal and break laws.

Sickness Absence

In the event that you are unable to attend an assignment you are contracted to perform please notify us and your Event Manager immediately, if applicable. Please respect the fact that finding a replacement for you is not an easy task at short notice and we would ask for as much advanced warning as possible. To clarify, normal office hours are Monday to Friday 9:00am-6:00pm. Out of normal office hours you must therefore contact your Booker directly on their mobile number. Please do not leave a message on the office number but ensure you ring these emergency numbers until you are able to speak with someone to inform them of the situation. If you get a recorded message on these mobile numbers, please leave a message. You are not entitled to any payments of sickness or any other absence.

If you are absent from work on account of sickness or injury, you must notify us by telephone or by submitting a self-certification notice to the us by the start of business on the first day of absence. For absences of up to seven days, you must complete a self-certification form on your return to work.

For absences in excess of seven days, you must provide an appropriate medical certificate from your doctor. Failure to do so may result in termination of your employment

You must keep us fully informed throughout your absence, with regard to the likely date of your return to work, and the nature and progress of your illness.

Confidentiality

Except as permitted by law, you shall not disclose, share or use any information of a commercially sensitive, secret, private or confidential nature relating to the Employer or the Client. Specifically, but without limitation, you shall not post or e-mail any information gained in the course of your employment on any form of social media nor shall you post any photos of any Client events or any Elevate personnel at any Client events. Any direct e-mail communications by you to a Client will be cause for immediate termination unless expressly authorised by Elevate.

You shall immediately notify the Employer should it become aware of the possession, use or knowledge of any such confidential information by any unauthorised person, whether during or after the term of this Agreement and shall provide such assistance as is reasonable to deal with such an event.

You agree to sign any confidentiality agreement provided to you by the Client.

Copyright

You hereby irrevocably, unconditionally, with full title guarantee and by way of assignment of present and future copyright assign absolutely to us the full copyright in the products of your services, including without limitation all image rights, hereunder for the full period of copyright wherever in the world enforceable together with all further rights therein to which you may be entitled and waive any moral rights you may have therein to us. You agree that our clients may use any images of you taken while you were performing your duties as part of your engagement with us.

Restrictions

You shall not, for a period of six months following the termination/cessation of your employment for whatever reason and in any capacity, deal solicit or entice the custom of any person or company who at any time during the period of two years preceding the termination/cessation of your employment, has been a Client of the Employer and to whom you have provided Services. On receipt of a written request from any such client the Company may consider a waiver of this restriction subject to the payment of an agreed Introduction Fee from the Client.

You shall not for a period of six months following the termination/cessation of your employment for whatever reason either, solicit, entice or deal with any person who has been an employee, freelance or sub Contractor of the Employer in the proceeding twelve months immediately prior to the termination/cessation of your employment without our express agreement.

Conduct

Elevate's Code of Conduct is attached hereto and expressly made a part hereof. All aspects of Elevate's Code of Conduct must be adhered to at all times. Without limitation to the Code of Conduct, the following shall apply:

Our Clients expect all representatives to be immaculately turned out at all times. No jewellery should be worn, hair should always be clean and tidy, and tied back if long, makeup should be discreet and if a uniform is not provided then clothes should be clean and freshly ironed for every assignment. Men must be clean-shaven. Please note that no eating, smoking or the consumption of alcohol or drugs should be undertaken during any assignment. Any consumption of illegal or legal drugs or any alcohol during any assignment will be cause for immediate termination. If you take a prescribed medicine for any form of illness or medical condition, please advise your manager before you start your assignment. If you are on your scheduled break and wish to eat, have a soft drink or cigarettes please ensure you remove any branded uniform first.

If you are provided with a Client. uniform and promotional material please ensure it is returned to the Event Manager at the end of each day. If there is no Event Manager managing the assignment then you will be responsible for the said items and should ensure that you take the uniforms, kit and remaining promotional material home with you at the end of the activity. Please then contact us and we will advise you what to do.

You are expected to have your phones switched off at all times during an assignment unless you have a prior arrangement with your Manager (Event Managers/Supervisors will be the exception to the rule).

Items Obtained or Gained while Working for Elevate

Any kit, swag, samples, staff uniforms and/or items obtained or otherwise gained by you while working on an Elevate assignment cannot under any circumstances can be sold or used by anyone for any purposes beyond their intended use by you while on assignment. Any such unauthorised usage will be classed as theft, with the relevant action being taken by Elevate to protect its clients.

Social Media

Noted below are examples of behaviour that will lead to immediate termination of your employment with Elevate. This is not an exclusive list of behaviours or situations, but rather a guide by way of example to help you comply with Elevates terms and conditions.

- Posting photos, videos or live feeds/ stories on any form of social media such as, but not limited to, Snapchat, Instagram, Facebook, Linkedin, etc., while in uniform.

- Posting photos, videos or live feeds/ stories on any form of social media such as, but not limited to, Snapchat, Instagram, Facebook, Linkedin, etc., while on site, at the campaign in uniform.

Please note that all photos, videos and social media content related in any way to your participation in the assignment must be reviewed by Elevate and explicit consent to share content must be given prior to uploading any digital content to social media.

Drugs & Alcohol

The below are examples of behaviour that will lead to immediate termination of your employment with Elevate. This is not an exclusive list of behaviours or situations, but rather a guide to by way of example to help you comply with Elevates terms and conditions.

- I am on my break while working on a campaign for Elevate and I decide to smoke cannabis oil. Engaging in this behaviour with or without your uniform on, regardless of distance to the campaign's location will result in immediate termination.

- You decide to have a pint on your break from your work assignment. Engaging in this behaviour with or without your uniform on, regardless of distance to the campaign's location will result in immediate termination.

- Consuming any drug or alcohol whilst in uniform, no matter the time, date or location. Under no circumstances are you allowed to remain in your uniform, provided by Elevate before or after shift and consume alcohol or drugs of any kind, legal or illegal. Engaging in this behaviour will result in immediate termination.

- I arrive onsite for an evening shift after spending the afternoon at a pub with my mates, I have only consumed a few pints. Under no circumstances are you allowed to arrive onsite to your shift after you have consumed alcohol or drugs of any kind, legal or illegal. Engaging in this behaviour will result in immediate termination.

Elevate has a zero-tolerance policy regarding the consumption of alcohol and legal or illegal drugs before and during your shifts and this is extended to your breaks.

Drug Screen Release

I hereby authorize and give full permission to have Elevate and/or their medical company physician send a specimen of my urine and/or blood or hair follicle to a laboratory for screening test using Substance Abuse & Mental Health Services Administration (S.A.M.H.S.A) (www.samhsa.gov) standards for the presence of Elevate USA Field Staff Contract illegal drugs, alcohol, or prescription medication taken without a prescription.

I will hold all parties concerned "harmless" meaning I will not sue or hold responsible for any alleged harm to me or interfering with my obtaining a job or continuing employment due to not submitting to the tests or as a result of the report of the tests. This includes, but is not limited to, possible clerical or laboratory error.

I authorize that the results of any drug test be communicated and disclosed to third parties such as those whose facilities Imlay be working in or to Elevate's clients whom I may be working for.

This policy and authorization has been explained to me in a language I understand and told if I have any question they will be answered about the test. I understand this is a legal and binding document, which is binding because Elevate is sending me for the examination and paying for it.

I UNDERSTAND ELEVATE WILL REQUIRE A DRUG SCREEN TEST WHENEVER AN ON THE JOB ACCIDENT OR INJURY IS REPORTED IN ACCORDANCE WITH COMPANY POLICY AND THIS AUTHORIZATION AND CONSENT. MY REFUSAL TO SUBMIT TO DRUG TESTING WILL BE GROUNDS FOR TERMINATION.

Health and Safety

The Employer will take all reasonably practicable steps to ensure your health, safety and welfare while at work.

You must comply with the Employers and any Client's Health and Safety Procedures in force.

Amendments

The Employer may from time to time review these terms and conditions. Any amendment or additions to the Contract may be issued to you a supplemental document.

There are no collective agreements that relate to this contract.

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APPENDIX 1: Code of Conduct

The Elevate Code of Conduct is built around our values here at Elevate and defines what it means to be a part of the Elevate team:

- We believe in the power of human contact and that human contact is what brings brands to life.
- We take pride and make a conscious effort to deliver excellence in every part of our work.
- We know that we are all better together and working together allows for a greater outcome.
- Finally, we are committed to supporting growth.

Elevate is committed to delivering the highest standards on each and every campaign.

Please take the time to review Elevate's Code of Conduct and follow these guidelines while activating on campaigns for us, and also encourage other Elevators to follow the code and bring our values into every campaign.

Who Must Follow Our Code?

Elevate expects all of our employees and field staff to understand and comply with the code at all times. Failure to do so may result in termination of your employment with Elevate.

1. Campaign Conduct

    - You are representing Elevate and the brand you are working at all times during the promotion, including whilst on breaks, driving, unloading and setting up.
    - All activities will be complete in an expert, diligent and professional manner.
    - Campaigns will be executed to the best of your ability.
    - You will not engage in conduct which is detrimental to the interest of the activity and/or brand.
    - You will not say anything that may be detrimental to the brand or Elevate.
    - You will not contact any of Elevate's clients directly.
    - You will always direct any queries to do with pay, rates, hours or campaign details directly to Elevate.
    - You will learn and deliver key messaging, where applicable, for each and every campaign.
    - You will deliver brand messaging with enthusiasm.
    - You believe in the power of human contact and understand that through this campaign and engaging with consumers you are working to bring the brand you are representing to life.

2. Support Each Other

    - We know that we are all better together and working together allows for a greater outcome, with this value in mind it is fundamental that you work well with your colleagues to ensure that the entire team is working to the best of its abilities.
    - You will support each other and be willing to 'muck in' when required.

3. Personal Conduct

    - You will read your confirmation emails and all supplementary documentation.
    - You will ensure to leave ample time to arrive on time, for every campaign.
    - You will notify Elevate if you are running late and update provide an updated arrival time.
    - You will maintain open communication with Elevate and report any issues or need for further training on any elements of the campaign.
    - You will read you training manual and briefing emails to ensure you are prepared for the campaign.
    - In the event of an emergency you must notify Elevate, no show on the event day is not tolerated.

- Mobile phone use is not permitted, unless instructed by your Team Leader, Event Manager and/or Elevate contact. Mobile phone usage is only permitted, under certain circumstances, for work use.
- You will ensure you look presentable and smart for all campaigns and follow the uniform policy outlined in your briefing email.
- Gossiping with other members of staff is not tolerated.
- You are not to chew gum, eat or drink while working.
- You are not to smoke while working or in uniform.
- Elevate has a strict zero tolerance policy toward drinking alcohol or consuming drugs.
- It is your responsibility to submit any expenses within five working days of your assignment. All expenses must be pre-agreed in writing by Elevate.
- It is your responsibility to understand Elevate's Terms and Conditions.
- It is your responsibility to understand Elevate's payroll terms.
- It is your responsibility to upload a valid passport and bank details for payroll.
- It is your responsibility to ask your contact at Elevate if you do not understand Elevate's procedures, code of conduct, terms and conditions and/or any other part of interacting and working with Elevate.

4. Uniforms & Appearance

- Elevators must be committed to looking smart at all times.
- Uniform policy must be followed at all times and will be outlined in your briefing email.
- Uniforms are to be worn while working and must be returned at the end of every shift, unless otherwise notified.
- Remove your uniform while on breaks.
- Jewelry should be kept to a minimum; only wedding bands, stud earrings and watches are permitted.
- Fingernails and hands should be clean (no nail polish).
- Men should be neatly shaven at all times.
- No smoking, chewing gum, or eating while working or in uniform.
- Long hair is to be tied back- don't cover up your branding.
- Make up should be natural and applied with care.

5. Harassment, Discrimination & Bullying

Elevate believes in creating a safe working environment for all of our employees and with that in mind we do not tolerate harassment, discrimination or bullying of any kind. All members of staff are to be treated with respect and dignity.

If a complaint is made to Elevate, it will be thoroughly investigated and if any employee is found to have committed a serious act of harassment, discrimination and/or bullying this will be viewed as gross misconduct and may result in a summary dismissal.

6. Confidentiality

- You take responsibility for reading and understanding our confidentiality clause in our terms and conditions, as outlined above.
- You will not discuss rates or hours with anyone besides Elevate.

7. Incident and Accident Reporting

- All incidents and accidents must be reported immediately to your Event Manager. If there is no EM onsite, then you must contact Elevate and let them know the situation.
- An incident is defined as an occurrence or event that interrupts normal procedure or precipitates a crisis, for example, part of the stand blows over, a problem with a member of the general public etc.

- An accident is defined as an unexpected an undesirable event, especially one resulting in damage or harm for example staff member injury.
- The Incident report can be found here.

8. Kit Management

- While working on a campaign for Elevate you may be required to use tablets, izettles, iPad, mobile phones and various other items identified as your kit.
- It is your responsibility to ensure these items are well looked after.
- If you are provided with a uniform, you are not to bring this home with you, unless instructed by your Event Manager or contact at Elevate.
- Any lost or damaged items will be your responsibility if you were assigned any items as part of your kit.
- You will be provided with a Material Agreement by your Elevate contact if you are to be responsible for any gadgets or other items on your campaign.
- If you have any questions or concerns, please let your Elevate contact know.

9. Items Obtained While Working

Any kit, swag, samples, staff uniforms and/or items obtained or otherwise gained by you while working on an Elevate assignment, cannot under any circumstances can be sold or used by anyone for any purposes beyond their intended use by you while on assignment. Any such unauthorised usage will be classed as theft, with the relevant action being taken by Elevate to protect its clients.

10. Vehicle Hire, Hotel and Travel Bookings

(a) Vehicle Hire

- Elevate will provide car hires on campaigns when necessary, it is your responsibility to sign our car hire agreement and review our driving standards which are attached to your confirmation emails.
- All Field staff must have a clean driving license in order to qualify for a car hire.
- It is your responsibility to return the car in the same condition, which also means returning the car with the same amount of fuel it had when you received it. **Should any costs be incurred by returning the car with in adequate fuel, the costs will be deducted from your wages.**

(b) Hotel Bookings

- Elevate will provide Hotel bookings on campaigns when necessary, it is your responsibility to sign our hotel agreement and understand the conditions of the hotel booking as outlined in the agreement.
- You will be responsible for any hotel incidentals incurred.
- Once booked, if you request any changes to the hotel booking, you will be responsible for reimbursing Elevate these costs.
- If you decide not to use the hotel booking, cancel your shift or no show, you will be responsible for any costs incurred from cancelled your hotel booking.
- Whilst travelling for a job on behalf of Elevate, you will behave in a professional and responsible way. Violation of any of these terms will result in disciplinary action.

(c) Travel Bookings

- Elevate will provide travel bookings on campaigns when necessary, it is your responsibility to sign our booking agreement and understand the conditions of the travel booking as outlined in the agreement.
- Once booked, if you request any changes to the travel booking, you will be responsible for reimbursing Elevate these costs.

- If you miss your pre-booked travel booking or cancel your shift and/or travel booking you will be responsible for any costs incurred from cancelling your travel booking.
- Whilst travelling for a job on behalf of Elevate, you will behave in a professional and responsible way. Violation of any of these terms will result in disciplinary action.

11. Social Media

- Elevate Staffing uses photos and videos of our staff activating onsite for several purposes, including on social media and as a way to show our clients what great work you all do at every event.
- Typically, Event Managers or Team Leaders are responsible for capturing in-field images, however, if you have taken an amazing photo of yourself, or team we would love to see them!
- Please ensure that you send any photos taken on site or in uniform directly to your Elevate contact, Event Manager or Team Leader. **Per our employment agreement, under no circumstances shall you share a photo on social media on behalf of Elevate, or depicting images of you or anyone else activating onsite, and/or in uniform, without explicit consent from Elevate.**
- We appreciate our staff gathering great content from the field, so please share your content with us directly and we will provide approval for any images you'd like to personally share. This guarantees that the images being shared are of the best quality, that proper uniforms are worn, and all images are in compliance with our clients' brand guidelines.

12. Media and Responsible Marketing

- Do not speak to any media representatives
- Alert any incidents to your Event Manager immediately who will deal with any questions
- Do not attempt to answer their questions yourself
- Ensure you work in full compliance to the law

13. Disciplinary Procedures

(1) Verbal/First warning

- This may be oral or written according to the circumstances.
- In either event the employee will be advised that the warning constitutes the first formal stage of this procedure.
- If the warning is a verbal one a note that such warning has been given will be placed within the employee's records.

(2) Final Warning

- This will be confirmed to the employee in writing
- This warning will state that if the employee commits a further offence of misconduct their employment may be terminated

(3) Dismissal

- Dismissal will be notified to the employee in writing together with the reason why the Company has imposed that sanction
- **Notwithstanding the above, depending on the severity of the offence and the circumstances, staff may be summarily dismissed for gross misconduct without warning.**

This code of conduct is designed to support our employees and ensure the highest standards are delivered across the company. It is impossible to outline every scenario, but we hope this code provides a solid foundation and guide to satisfactory employee conduct.

All employees are to comply and follow the code of conduct and be committed to supporting the wider Elevate team in following the code as well.

The code of conduct is vast, and we understand that you may have questions from time to time and we are committed to answering those questions. Please contact your relevant contact at HQ with any queries you may have.

This code of conduct may, at our discretion, be amended from time to time, in which case you will be provided with the updated version in your confirmation emails.

Thank you for choosing to work for Elevate and committing to up holding our values and code of conduct on each and every campaign.