

The HT Group

Employee Handbook





INTRODUCTION

Congratulations! If you are reading this handbook, you have made a great choice for your employer. The HT Group is glad to have you on our team. At The HT Group, we take pride in our work and expect our employees to do the same. We are committed to helping you fulfill your professional goals at every stage of your career.

The HT Group is a dynamic staffing company with an employee-focused operating philosophy. The HT Group offers staffing solutions for a full range of business needs, including traditional temporary help, project staffing, technical staffing, regular and professional full-time hires, and strategic partnerships.

Because we are familiar with employment and labor markets, we possess the expertise to assist you with finding a job that is a match for your qualifications. We will invest the time to understand the nature of your employment needs and the specific interests you have. Please feel free to call your staffing manager with any questions you may have. This handbook was designed to prepare you for your assignments, cite examples of when you should contact The HT Group, and communicate policies required by law. Be sure to visit The HT Group website, www.thehtgroup.com, for updates to this information. Again, welcome and we are glad you are a part of our organization.

AT-WILL EMPLOYMENT

In this handbook, The HT Group is referred to as "The HT Group" or the "Company". Likewise, the customer of The HT Group to which an employee is working on assignment is referred to as the "Client" or "Assigned Client".

The HT Group is an "at-will" employer, and employees hired by the Company are hired for no definite period of time and therefore, may be terminated at any time for any or no reason. Employment at-will may only be altered in writing and authorized by the CEO of The HT Group.

The policies contained in this "Employee Handbook" are not an employment contract, nor should they be construed as part of any employment contract.

Unless otherwise stated in this handbook, the contents of the handbook are applicable to all employees of the HT Group, including temporary (clerical, light industrial or technical) employees of The HT Group that are assigned to Clients (referred to here as "Temporary Employees"). The contents of this handbook are intended to be used by Company representatives as advisory guidelines and by employees as a source of information supplemental to and supportive of supervisory instruction(s). These policies do not modify the status of employees as employees at-will.

Because situations may arise which would cause the Company to determine that changes are necessary, The HT Group reserves the right at any time to modify, to supplement, or to rescind any policy or policy segment contained herein, except for its status as an "at-will" employer; and to take actions which may be contradictory to the guidelines in this handbook, until such time that the handbook has been amended to reflect the needed change(s).

EQUAL EMPLOYMENT EMPLOYER (EEO)

The Company strives to maintain a healthy, safe and productive work environment. We know that our business benefits from our employees and Clients diverse experience and backgrounds.

A core commitment of the Company is to provide equal employment opportunities to all employees and applicants without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, pregnancy, disability, age, and any other protected classification in accordance with applicable federal, state and local laws. The Company complies with applicable local, state and federal laws governing nondiscrimination in employment and is an equal opportunity employer.

The Company will not tolerate any form of unlawful discrimination towards our employees or our business associates. If you believe you have been or are being subjected to discrimination or if you have observed any conduct which is or could be perceived as discriminatory, you should immediately report the situation to the Company's Human Resources department, the Company's Director of Operations, or if you are a Temporary Employee, your staffing manager. The Company will not tolerate retaliation against you for raising known or suspected discrimination in good faith. All such concerns will be promptly investigated. The Company's HR Department may be contacted at: P. O. Box 1328, Orange, TX 77631, (409) 883-0384.

REQUIREMENTS OF EMPLOYMENT AND/OR CONTINUED EMPLOYMENT

It will be the responsibility of each employee to timely submit and keep current the following, when applicable:

- Completed application form
- Completed W-4 form
- Completed I-9 form
- · Pertinent personal information to include current address, telephone number, email address, and emergency contact information
- Signed copy of the Employee Handbook Acknowledgement form
- Signed Acknowledgement forms for safety materials and other handbooks, and policies required for employment and various assignments

We expect the following from you:

- A working telephone number and a valid email address
- Reliable transportation to and from work/assignments

For our Temporary Employees, when you accept an assignment, we expect you to be on time, to be dependable, to produce your best effort and to complete the full length of the assignment.

It is the responsibility of the employee to comply with all safety policies, operational policies, operational standards and procedures of the Company and Client (if applicable).

Personnel records are deemed to be the sole property of the Company. While employees may review their personnel file by making an appointment with their staffing manager, no documents may be removed, copied, or otherwise be retained by employees.

For Temporary Employees: if you are on an assignment and quit before the assignment is over <u>without</u> giving three (3) business days' notice of cancellation of your assignment, you understand and agree that any hours worked up to cancellation on the assignment will be paid at minimum wage rates, and not the original agreed pay rate as a result of not giving proper notice. You must work the entire days of the notice given to be paid at your original assignment rate.

For Temporary Employees: for time periods when you are not assigned to a Client, to be considered available for work you must call or e-mail once per week. If you do not call or email once per week, we will assume that you are no longer searching for work. Furthermore, when an assignment ends, you must call in available within three (3) days after the assignment ends. Not calling or emailing that you are available every week, and within three (3) days at the end of an assignment may adversely affect your ability to collect unemployment benefits. Time Reporting & Payroll

TIME REPORTING & PAYROLL

Temporary Employees, it is important to remember that The HT Group is your employer .All discussions concerning pay or time reporting must be directed to your staffing manager or someone in the HT Group administrative office, not the Client. Your timecard (whether paper or electronic) is the document from which you will be paid. It is essential that it be filled out truthfully, correctly, completely and submitted timely, with Client approval. If you have any doubt about how to complete the timecard, please call your staffing manager.

The HT Group also offers employees two (2) convenient options for receiving their payroll (although employees may still elect to receive a paper paycheck)

- (1) You may set up to have your payroll direct deposited to your checking or savings account; or,
- (2) You can use paycard (on which your payroll funds will be direct deposited). This paycard may either be one you currently have/use or it can be a paycard the Company provides to you.
- (3) If you choose a paper check, you must come to your local branch office to pick up and sign for your check. For this reason, we offer the convenience of electronic pay options.

If you choose direct deposit and we receive your direct deposit form by Monday of payroll week, your payroll will be direct deposited for that pay week. If received later than Monday, direct deposit will be effective the following payroll week. If you do receive a live paycheck, it will be available for pickup at your local The HT Group office, we do not mail paychecks. When you pick up that check, if we do not have current direct deposit information on file, you can complete it at that time. It is important that The HT Group always has a current mailing address on file for you. At year end, we have obligations to mail W2s, and we will need this address as well for other correspondence and reporting requirements.

Falsifying time reports is a reason for immediate dismissal. The HT Group pays weekly. The HT Group requires that you complete and return an approved timecard to The HT Group each week that you are on assignment.

Some Clients will approve and report time for you. It is your responsibility to know if you need to complete a timecard each week. Scheduled workweeks are Monday through Sunday. Your timecard must be submitted no later than noon on Monday following the week in which the work was performed. You must include the branch you are working out of, your name, the name of the Client you are working at, the week ending date, the last four digits of your social security number, your signature, and your Client manager's signature, and your hours worked, correctly reported. Your timecard must be submitted electronically via our online portal. Directions are below. If you fail to submit your timecard by noon the Monday following the week in which the work was performed your timecard may not be processed that week, and as a result your check may be delayed by up to one week.

FALSIFYING TIME CARDS IS A REASON FOR IMMEDIATE DISMISSAL!

Please see the directions for logging and submitting time below. An improperly completed time card could result in delay of payment.

Entering Time - An Employee's Quick Reference Guide (Hours)

Entering Time – An Employee's Quick Reference Guide (Hours)

Welcome to your new online timesheet application! This guide will help you get started. For more thorough how-to documentation, please visit http://employeehelp.timesheasy.com.

Logging into the Application

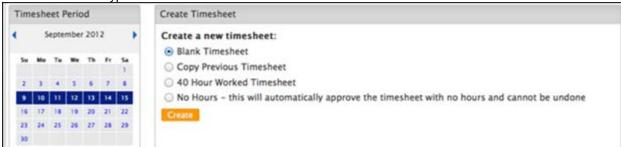
In order to log in and start entering timesheets, you will receive an email that contains your username, password, and a hyperlink for accessing the portal. The URL for timesheet entry is https://thehtgroup.bbo.bullhornstaffing.com/Login/ If you did not receive an email, please reach out to your recruiter directly.

- 1. Click the link in the email to launch the login page.
- 2. In the **Username** field, enter your username.
- 3. In the **Password** field, enter your password.
- 4. If desired, select the **Remember me on this computer** check box do you don't have to type your password in each time you want to log in.
- 5. Click Log in.

NOTE: If you forget your password, you can reset it at any time by clicking the Forgot Password link

Entering Time

- 1. Select the appropriate time period to enter time for by clicking one of the days within the work week on the calendar to the left.
- Select the type of timesheet to enter and click Create.

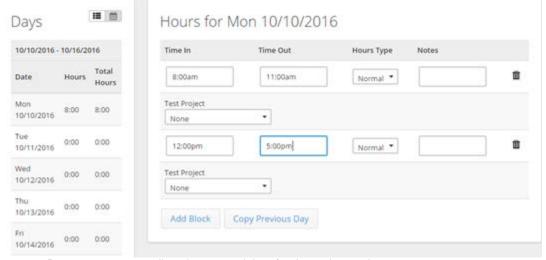


- Select the first date to enter time for.
- 4. In the time entry boxes, enter the hours you worked that day (e.g., 8). If you have the time in/time out configuration, you will see boxes to enter what time you clock in and clock out, and then add another block of time for clocking back in on the same day.
- 5. If necessary, change the **Hours Type**, **Project**, or add any notes you'd want your manager to see.

This is the view for entering blocks of time for each day:



This is the view for entering time in/time out:

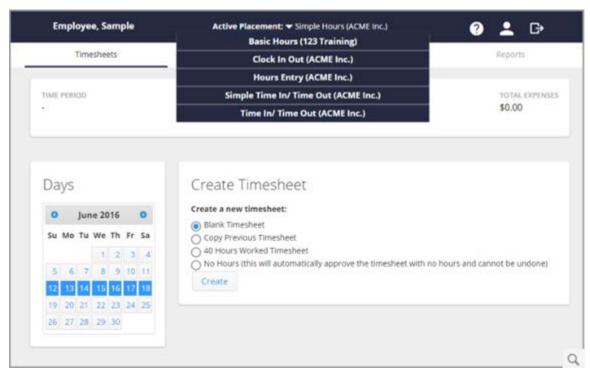


Repeat steps 3-5 until you've entered time for the entire week.
 Click Submit Timesheet. You will receive an email when your manager approves your timesheet.

Entering Time for Multiple Assignments

If you have been placed on multiple assignments, upon logging into your employee portal, you are prompted to select the Timesheet that you will initially be entering time for. At any point while in the application, you can move between multiple assignments and Timesheets by selecting the assignment from the drop-down at the top of the page.

Note that your total hours worked will be counted from all concurrent timesheets.



Please also note that off-the-clock work is prohibited and may be illegal. If given a directive to perform work "off the clock" or you are told not to record properly all hours worked, please promptly notify Human Resources as soon as possible. You will NOT be penalized in any way for making such a complaint.

NOTICES & EMPLOYEE COMMUNICATION

Notices are posted in prominent areas at the HT Group offices, and are also posted on your employee portal. This is used to communicate important Company information. It is the responsibility of each employee to read and comply with posted notices. To access the employee portal, please go to: https://employdrive.myisolved.com/. There is also a link to the employee portal on our website, www.thehtgroup.com. You will receive a login name and password to the employee portal once you are placed on your first assignment. In addition to important company communication and notices, your weekly paystub and annual W-2 are posted to the employee portal. We do not mail copies of paystubs or W-2's, the portal maintains a permanent history of every paystub and W-2 issued.

HEALTH BENEFITS

The HT Group is fully compliant with the Affordable Care Act (ACA). Under the ACA, anyone who works more than 30 hours per week in a full time position, is eligible for health insurance, and that insurance must meet certain minimum essential coverage requirements and meet the ACA definition of affordable. If your assignment meets the definition of full time, after your 90 evaluation period, you will be offered health insurance. We offer three different plans that cover you/spouse/children that are paid via payroll deduction. Please ask your Staffing Manager for details and specific eligibility for our insurance plans.

HOLIDAYS

The HT Group offers a paid holiday benefit for the following holidays:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

For temporary employees to be eligible to receive a paid holiday, you must meet the following criteria:

- 1) You must have worked at least 1,000 hours during the 6 months before the holiday
- 2) You must be on a current assignment to receive holiday pay
- 3) We calculate this 6 month period starting with the week ending prior to the week the holiday falls in and we include the prior 26 weeks. Paid holidays, vacation time and other paid but non-worked hours are not included as part of the 1,000 hours.

VACATION

For Temporary employees, as an employee of The HT Group, you may be eligible to receive one week (40) hours of vacation pay if you have worked a minimum of 1,800 actual hours (does not include holiday, or other paid but non-worked hours) in the year beginning with your anniversary date. In order to receive vacation, pay, a written request must be submitted to your staffing manager within sixty (60) days from the date it is earned or it will be forfeited. To request vacation, pay, submit a time card for 40 hours and enter Vacation Pay as the Client name. Do not show time in or time out on this time card. Vacation pay is equal to 40 hours at the straight time hourly rate you were earning at the time you qualified, but will not exceed \$500. The pay will be processed as a separate payment and cannot be issued in increments of less than 40 hours. Note - If you have a lapse in work with the Company for a period of 90 calendar days, all hours previously accrued toward vacation pay will be forfeited. The Company does <a href="https://doi.org/10.1001/journal.

REFFERAL BONUS

The Company may implement a referral bonus program at various times to encourage employees to assist with locating talented people. For Temporary employees, please check with your staffing manager to obtain information regarding current referral bonus opportunities and requirements. To be eligible for any referral bonus, you must be on a current assignment.

Temporary employees, as an employee of The HT Group, you understand that in consideration of any and all assignments made by The HT Group to any Client, you agree and understand that you are solely an employee of The HT Group for benefit plan purposes and that you are eligible only for such benefits as The HT Group may offer to its employees. You further understand and agree that you are not eligible for or entitled to participate in any benefit plan offered by any of The HT Group's Clients, their parent companies, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of your assignment with any The HT Group Client made by The HT Group and regardless of whether you are held to be a common-law employee of any Client for any purpose, and therefore, with full knowledge and understanding, you hereby expressly waive any claim or right that you may have, now or in the future, to such benefits and agree not to make any claim for any such benefits.

PROFESSIONAL AND ETHICAL STANDARDS

The HT Group employees are a reflection of The HT Group and our Clients. You are expected to:

- Project a professional personal appearance
- Maintain a clean and organized work area
- · Conduct face-to-face, telephone, and written business communications in a cooperative manner with a positive, helpful attitude

Employees must adhere to the following policies as related to The HT Group and the Client to which the employee is performing a work assignment (if applicable):

The employee must not engage in any activity which could be determined to be a conflict of interest of The HT Group or the Client.

- Employees are not to disclose to anyone any information which is confidential to either The HT Group or to the Client to which the employee is performing a work assignment. Confidential information includes, but is not limited to, non-public financial data, processes, and information of either the Client or The HT Group.
- The employee is prohibited from removing or copying material of the Client for any purpose except utilization within and for the Client, and in relation to work being performed for the Client.
- Upon termination of the work assignment, regardless of the cause, all equipment, materials, supplies, tools and property must be returned immediately to the Client, or to The HT Group.
- Non-returned equipment may be billed at cost to the former employee.

Failure to comply with the Professional and Ethical Standards of the Company will constitute grounds for disciplinary action, up to and including termination and legal action.

WORKPLACE VIOLENCE STATEMENT

The HT Group or its Clients will not tolerate, in any manner, any oral or written threats, acts, or intent to commit a violent act that jeopardizes or appears to jeopardize the safety of employees, visiting guests, company property, and client's employees, guests or company property.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on Client or The HT Group property is subject to immediate removal from the premises. Persons removed from the premises will remain off the property, pending the outcome of an investigation of the incident.

If an investigation substantiates that violations of this policy have occurred, The HT Group will initiate a decisive and appropriate response. This response may include, but is not limited to:

- disciplinary action;
- suspension or termination of employment;
- suspension or termination of any business relationship;
- · civil and/or criminal prosecution of all persons involved.

You are responsible for reporting threats or threatening behavior to your staffing manager.

WORKERS' COMPENSATION

The HT Group provides workers' compensation insurance coverage for all employees. If an employee is injured on the job, the employee may be entitled to workers' compensation benefits in accordance with state law. In order to be eligible for benefits, the employees should report any injury immediately, no matter how slight, to their staffing manager. Employees have the right to report work-related injuries and illnesses without fear of being discriminated against in any manner or fear of being discharged.

The HT Group policy and practices related to an employee who is injured on the job include, but are not limited to the following guidelines:

- Employees should contact their staffing manager to file an incident report immediately.
- Injured employees must submit to a company approved drug test within 24 hours of an injury. Failure to do so will result in termination.
- · If the employee fails to report to a scheduled appointment, it will be considered failure to report to work and may be subject to The HT Group discipline policy.
- Employees not following their physician's/medical professional's plan of treatment and/or restrictions will be subject to discipline up to and including termination.
- The rapid and efficient return of the employee to his or her job, or an alternate position until the attending physician/medical professional releases the employee to regular duties, is the desired outcome of workers' compensation incidents.
- Refusal of a modified or light duty assignment may result in loss of your workers' compensation benefits.

An employee who is on workers' compensation leave may be required to provide The HT Group with statements from a medical professional concerning the employee's present ability to work. Employees who have been on workers' compensation leave will not be permitted to return to work without a medical professional's certification satisfactory to The HT Group releasing the employee to return to work. If there is any question concerning an employee's abilities as a result of any restriction or limitation, The HT Group

reserves the right to seek clarification from a licensed medical professional, including a physician or other medical professional designated by The HT Group.

The HT Group has chosen Texas Star Network to manage the health care and treatment you may receive if you are injured at work. Texas Star Network is a certified workers' compensation health care network. The state of Texas has approved this network to provide cared for work related injuries. They are also trained in getting people back to work safely. You will receive information about Texas Star Network when you are hired. Please report all on-the-job injuries immediately. You will be required to sign a Texas Star Network acknowledgement form as part of your initial The HT Group paperwork, and again if you are injured at work.

NOTICE TO NEW EMPLOYEES – You may elect to retain your common law right of action, if, no later than five (5) days after you begin employment or within five (5) days after receiving written notice from the employer that the employer has obtained coverage, you notify your employer in writing that you wish to retain your common law right to recover damages for personal injury. If you retain your common law right of action, you cannot obtain workers' compensation income or medical benefit if you are injured on the job.

ANTI-HARASSMENT POLICY

The Company firmly believes that employees have a right to work in an environment free from unlawful harassment perpetrated by managers, supervisors, co-workers, customers, Clients, independent contractors, and/or vendors and their employees and clients.

The following conduct constitutes prohibited "unwelcome harassment" based upon an employee's protected class within the meaning of this policy:

- Sexual Harassment: Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other unwelcome verbal or physical conduct of a sexual nature when:
- o Submission to such conduct is an explicit or implicit condition of employment; or
- o Submission to or rejection of such conduct is used as the basis for employment decisions; or
- o The conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment.
- Other Prohibited Harassment: Other forms of prohibited harassment include any unwelcome verbal or physical conduct that belittles, shows hostility or ridicules an individual because of race, color, gender, religion, national origin, disability, age, sexual orientation or other legally protected characteristic when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment.

Please note that, while this policy sets forth our goal of promoting a workplace that is free of unlawful harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for conduct deemed unacceptable, regardless of whether that conduct is sufficiently severe or pervasive enough to constitute unlawful harassment. The goal is to address the problem before it ever advances to severe, pervasive, or unlawful harassment.

In the event that you are subjected to any of the behaviors described above, or have witnessed such behavior, you <u>must</u> report the concerning conduct immediately to The HT Group's Human Resources department., the Company's Director of Operations, or, if you are a Temporary employee, your staffing manager. The Corporate HR Department may be contacted at: P. O. Box 1328, Orange, TX 77631, (409) 883-0384.

Do not assume that management is already aware of your situation. Even if members of management observe the conduct, they may not recognize that the particular conduct or comments are offensive to you. What is funny to one person may be offensive to another. A hug may be welcomed by one person and make another person ill at ease. Bystanders are often unaware of the impact of the conduct on any particular individual. This is why it is your responsibility to bring your concerns to the attention of those particular persons designated.

If the person engaging in the harassing behavior is one of the individuals designated to receive a harassment complaint, telling him or her to stop the harassing behavior will not serve as a report of your concern because that individual may fail to report his or her own conduct to his or her supervisor or manager. Then the problem may never be properly addressed. Therefore, in this situation, you must report the conduct to one of the other individuals identified.

Reports of unwelcome harassment will be treated seriously and an investigation will be initiated promptly.

Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.

The Company recognizes unwelcome harassment can be perpetrated by a Client, vendor or employee of a vendor of The HT Group. Should this occur, report it to Human Resources, the Company's Director of Operations, or, if you are a Temporary employee, your staffing manager. The investigation procedures discussed above will be followed.

The Company does not discriminate or retaliate against any person who reports a violation of this policy or participates in an investigation of a complaint regarding unwelcome harassment. An employee who believes he or she has experienced retaliation for making a report or assisting in an investigation must report this as soon as possible to Human Resources, the Director of Operations, or if you are a Temporary employee, your staffing manager. All employees should be aware that, as stated above, retaliation against an individual who has reported harassment or against individuals cooperating with an investigation of a report of harassment is unlawful and will not be tolerated.

ALCOHOL & DRUGS STATEMENT

The Company has a vital interest in maintaining safe, healthful, and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user, but to all those who work with the user, as well as our customers.

The Company also recognizes that its own health and future are dependent upon the physical and psychological health of its employees. Accordingly, the Company has established the following guidelines with regard to use, possession or sale of alcohol or drugs:

- * The Company will maintain pre-employment screening practices per Client instruction designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for impaired or unsafe job performance.
- * Failure to submit to any drug screen will be grounds for immediate dismissal. The results of that drug screening may also be grounds for immediate dismissal. If dismissal occurs as a result of drug screening, we will not be able to use you for future assignments. Some of our clients require that we use certain specific companies to manage their drug screening program. Unfavorable drug screening results from these specific companies could impact your ability to work for any company that utilizes their services.
- * The manufacture, possession, use, distribution, sale, purchase, or transfer of, or being under the influence of, alcohol or illegal drugs is strictly prohibited while on Company or Client's premises or while performing company business. Holiday gifts of alcohol, which are given or received by employees, but are not opened or consumed on company premises, although not encouraged, would not be considered a violation of this policy.
- * Employees will not be permitted to work while under the influence of drugs or alcohol. Individuals who appear to be unfit for duty may be subject to a medical evaluation, which may include drug or alcohol screening. Refusal to comply with a fitness-for-duty evaluation may result in disciplinary action up to and including discharge.
- * Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public or company facilities, or where such usage could jeopardize the security of Company or Client's finances or business records, or where such usage adversely affects customers' or the public's trust in the ability of the company to carry out its responsibilities, will not be tolerated. Employees who are involved in or suspected of involvement in off-the-job drug activity will be considered in violation of this policy.
- * Employees undergoing prescribed medical treatment with a controlled substance must notify The HT Group if such treatment will affect the safe performance of their duties. You must not report to work in an impaired state, as your safety and those who work with you are of paramount importance.

The Company recognizes that alcoholism/drug abuse is a form of illness that is treatable in nature. The Company will not discriminate against employees based on the nature of their illness. No employees shall have their job security at The HT Group threatened by their seeking of assistance for a substance abuse problem. If you require a leave of absence in order to seek treatment for a substance abuse problem, please contact the Company's Human Resources department. The Company will make reasonable accommodations for those individuals who voluntarily seek out such help.

Please note that nothing in this policy prohibits the Company from its responsibility to maintain a safe and secure work environment for its employees or from invoking such disciplinary actions as may be deemed appropriate for actions of misconduct by virtue of their having arisen out of the use or abuse of alcohol or drugs or both.

ABSENTEEISM AND TARDINESS

It is essential for the your success and the success of The HT Group, that we provide quality services to our Clients and meet or exceed our production schedules. Regular and prompt attendance at work is required of all employees to accomplish these goals.

Employees are expected to report for work on time, on a regular basis. Absence and/or tardiness is disruptive, expensive, and can place an unfair burden on our Clients, other employees, and managers.

Good attendance is expected and required of all employees.

EXCUSED ABSENCE: An excused absence from your scheduled work time is caused by conditions over which the employee <u>has no control</u> or any absence that has been previously approved by both your HT Group supervisor and the Client.

UNEXCUSED ABSENCE: An unexcused absence is an absence from your scheduled work time caused by conditions over which the employee <u>has control</u> or an absence that has not been previously approved by both HT Group supervisor and the Client.

Each incident of absenteeism will be evaluated on its own merits. The manager will determine whether an absence is **excused or unexcused** and will inform the employee of the decision.

ADVANCE NOTICE: If an employee knows he/she will be unable to work all or part of their scheduled shift, the employee's staffing manager must be notified at least sixty (60) minutes in advance of the scheduled shift, stating the reason for the absence. It is important to give notice of your absence during regular business hours. If this is not possible, you may call the HT Group office and leave a message.

Providing advance notice is required and does not impact the decision of whether the absence is excused or unexcused.

NOTIFICATION: An absent employee must notify the employee's staffing manager <u>each day</u> of the absence status; i.e., his/her availability to return to work, sixty (60) minutes prior to starting time, or earlier if possible, unless such individual is on an approved medical leave of absence under the FMLA or ADA.

The employee <u>MUST PERSONALLY</u> call the employee's The HT Group manager, unless they are physically unable to call due to an emergency in which case another person may notify the employee's immediate manager as soon as possible. If the employee calls the Client but fails to call The HT Group, the absence may be considered unexcused.

LACK OF NOTIFICATION: An employee, who is absent three consecutive work days without providing any notification, will be considered to have voluntarily quit, and will be removed from the payroll. For the purposes of unemployment benefits, The HT Group will consider this action job abandonment.

DISCIPLINARY ACTION:

Unexcused Absence within Any Consecutive Twelve-Month Period:

First Time: Warning and possible termination

Second Time: Termination

Excused Absence: Excessive absenteeism whether excused or unexcused prevents the Company from operating in the normal course of business. Employees who are determined to have excessive absenteeism are subject to disciplinary action and/or termination. Please note: absences that are due to an FMLA-qualifying reason (please see the Company's FMLA policy herein) or due to the employee's disability shall not be counted or considered when determining whether an employee is excessively absent from work.

TARDINESS: Tardiness is defined as employees reporting to work after their scheduled time. This includes the lunch and/or break periods, regardless of how much time has passed. It is just as important to be on time as it is to be present for work. Our Clients depend on your presence to operate in the normal course of business.

DISCIPLINE:

Times Tardy Within Any Consecutive Six-Month Period:

First Tardy: Verbal Warning & Possible Termination
Second Tardy: Verbal Warning & Possible Termination

Third Tardy: Termination

FAMILY AND MEDICAL LEAVE ACT

The HT Group recognizes that employees may experience circumstances which require they take time from work to tend to themselves or their family. Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). Employees are eligible under the FMLA if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles of the employee's worksite location. Pursuant to the Family and Medical Leave Act, The HT Group allows its eligible employees to take a leave of absence without pay, with job protection and no loss of accumulated service or benefits upon their return to work, as set forth in the "Employee Rights and Responsibilities under the Family and Medical Leave Act" located at the end of this handbook. The HT Group requires the employee to consume available paid time off concurrently with leave under the FMLA.

The HT Group tracks an employee's FMLA leave by using a "rolling 12-month period" measured backward from the date an employee uses any FMLA leave. Under this method, each time an employee takes FMLA leave, the employee's remaining leave entitlement is measured by calculating the balance of 12 weeks not used during the 12 months immediately preceding the leave date. Thus, for any day of FMLA leave, the employee's remaining available balance is 12 weeks minus whatever number of days (or hours) the employee used during the 12 months preceding that day.

For additional information regarding your rights and responsibilities under the FMLA, see the factsheet entitled "Employee Rights and Responsibilities under the Family and Medical Leave Act" located at the end of this handbook.

This policy does not restrict any rights employees may have under the Family Medical Leave Act or any applicable federal or state law. Further, The HT Group will allow unpaid leave as required by law to reasonably accommodate qualified individuals with disabilities unless doing so will cause an undue hardship on The HT Group.

If you have questions regarding this FMLA policy or if you require a leave of absence, please contact the Human Resources department.

GINA Compliance: The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits covered employers 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, the Company asks that employees not provide any genetic information when responding to a request for medical information. "Genetic Information" as defined by GINA, includes an individual's family and 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. If you have any questions about the information to be provided, please contact Human Resources.

SAFETY POLICY

Establishing and maintaining a safe work environment is of great importance to The HT Group and our Clients. Safety is the shared responsibility of everyone.

The HT Group strives to accept Clients that provide a safe environment that complies with federal, state, and local safety regulations for all its employees.

Employees are expected to obey safety rules and to exercise caution in all work activities. Employees are asked to immediately report any unsafe conditions to their staffing manager.

Employees will be informed on an individual basis of special safety regulations related to particular jobs and work assignments, including the required use of any necessary personal protective equipment.

All accidents shall be reported immediately to The HT Group manager, regardless of how insignificant the injury may appear. Such reports are necessary to comply with State laws and comply with workers' compensation insurance procedures. All safety hazards identified by the employee will be reported to The HT Group manager immediately.

Violation of the safety policy may result in discipline up to and including termination.

CONFIDENTIAL COMPANY AND CLIENT INFORMATION

The HT Group employees acknowledge that the HT Group's and its Client's trade secrets, private or secret processes, products, development, technical information, financial information, procurement and sales activities and procedures, promotion and pricing techniques, credit and financial data concerning customers and other confidential information called proprietary information are valuable, special and unique assets of the HT Group and its Clients, access to and knowledge of which are essential to the performance of The HT Group employees' duties. In light of the highly competitive nature of the industries in which we and our Client's business are conducted, all employees of The HT Group must agree that all proprietary information heretofore or in the future obtained as a result of the employees' association with our Clients or our employment with the HT Group shall be considered confidential. In recognition of this fact, employees will not disclose any of such proprietary information under any circumstances unless such proprietary information has been publicly disclosed, or upon written advice of legal counsel that the employee is legally required to disclose such proprietary information. For the sake of clarity, employees are free to discuss the terms and conditions of their employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

SOCIAL MEDIA, INTERNET, E-MAIL USE & CELL PHONE USE

The Internet is a powerful communication tool and a valuable source of information about vendors, customers, competitors, technology, and new products and services. However, an employee's improper use of employer or Client provided Internet services can waste time and resources and create legal liability and embarrassment for both The HT Group and the employee.

The term Internet, for this policy, includes, but is not limited to: e-mail, web browsing, and use of social media (examples - Facebook, Twitter, Instagram, etc.). This policy applies to any internet access that is:

- Accessed on or from any Client's premises;
- Accessed using Client computer equipment or via company-paid access methods; and/or
- Used in a manner that identifies the individual with the Client company

Accessed in any manner for personal use (including employees' personal equipment, e.g. - employee's personal cell phone) during work hours while charging time to client

Our Clients provide Internet services for employee's (both temporary and full-time) business use. Very limited or incidental use of Internet services for personal, non-business purposes is acceptable. However, personal use must be infrequent and limited. All messages are subject to the examination and audit mentioned below, and should not be considered 'private'. Use of the Client's facilities concedes any right to privacy and

additionally subjects you to other guidelines and policies with respect to acceptable content and acceptable volume. Where and when necessary, "acceptable volume" will be decided on a case-by-case basis. Any personal use of Internet services must not:

- · Conflict with any Client's in-house internet/social media usage policy;
- · Involve any prohibited activity as mentioned below;
- Interfere with the productivity of the employee or his or her co-workers;
- · Consume system resources or storage capacity on an ongoing basis; or
- · Involve large file transfers or otherwise deplete system resources available for business purposes.

Employees are strictly prohibited from using Client-provided Internet services in connection with any of the following activities:

- · Engaging in illegal, fraudulent, or malicious conduct;
- Sending, receiving, or storing offensive, obscene, or defamatory material;
- Harassing other individuals;
- Monitoring or intercepting the files or electronic communications of employees or third parties;
- Obtaining unauthorized access to any computer system;
- · Using another individual's account or identity without explicit authorization;
- Attempting to test, circumvent, or defeat security or auditing systems of the Company or any other organization without prior authorization; or
- Distributing or storing chain letters, jokes, offers to buy or sell goods, or other non-business material of a trivial or frivolous nature.

Employees violating this policy are subject to discipline, up to and including termination of employment. Employees using the Client's computer system for defamatory, illegal, or fraudulent purposes may also be subject to civil liability and criminal prosecution.

The Client provides certain supplies and equipment for the use of employees in performing their duties. Such materials are the property of the Client and shall be treated as such, and should remain on the premises of the Client. In the event of a termination or separation of employment with the Company, any and all materials shall be appropriately returned to the Company and the Client. You are reminded that the computer, desk and file cabinets you are provided to facilitate your work at the Client remain the property of the Client. Nothing of a personal nature should be maintained therein. System administration may require from time to time a review of all materials on the system of the Client. Your voice mail may be retrieved during the course of routine maintenance as well. When leaving a message, remember that it may well be heard by others. Additionally, from time to time, someone may have to find something in your office in your absence, which would entail opening drawers and cabinets. Be mindful of such occurrences. No right of privacy attaches to these items.

Note: Your use of the Client's Electronic Mail Services denotes acceptance of these conditions!

ACCEPTABLE CONTENT

Content of all Internet communications must not be in violation of any state, local or federal laws or regulations. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and any material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

SUMMARY

Your continued use of the Client's electronic messaging facilities denotes that you have been made aware of the above, and your consent to these guidelines. Violations can result in disciplinary actions ranging from reprimand to actual employee dismissal. Periodically, these standards and policies may be updated. Additionally, you may be requested to review any updates and initial them as to understanding them.

Cell phones should be used only on official breaks or during lunch. Your cell phone should be turned off while you are performing your job duties. Improper cell phone usage could result in disciplinary action and/or termination.

Employees should not expect privacy with respect to any of their activities using Client provided Internet access or services. The HT Group and our Clients reserve the right to review any files, messages, or communications sent, received, or stored on the Client computer systems.

RULES OF CONDUCT

Although not all-inclusive, the following conduct is unacceptable behavior serious enough to result in disciplinary notification:

- Violation of the safety rules or instructions provided by The HT Group and/or the Client.
- Excessive and/or unauthorized absenteeism or tardiness, as described herein.
- Poor quality of work or failure to follow proper job procedures, techniques, or instructions; or failure to properly accomplish assigned duties or those specified on the job description.
- Failure to attend, without permission, any assigned meeting.
- Misuse of Company or assigned Client's time, equipment or materials.
- · Improper or unsafe handling of Client property.

The serious behavior listed above normally results in disciplinary notification(s) as follows:

1st Offense:Formal Notification & Possible Termination2nd Offense:Final Warning & Possible Termination

3rd Offense: Termination

Behavior listed below is considered severe and may result in immediate termination:

- Violation of the Company and/or assigned Client's policies related to harassment or workplace violence.
- · Non-compliance with any part of the Company or assigned Client's policy of Professional and Ethical standards.
- Abuse or neglect of the assigned Client's equipment or property.
- Stealing from the Company or assigned Client or engaging in any act of fraud or sabotage.
- Falsification of any documents that record time worked.
- Fighting, throwing objects, or engaging in "horseplay" or practical jokes while on the assigned Client's premises or while representing the Company which could cause harm to another individual.
- Consuming alcohol, taking illegal drugs, being under the influence of alcohol or drugs, or testing positive for alcohol or drugs while representing the Company; or non-compliance with any part of the Company or assigned Client's policies as related to drugs and alcohol.
- Failure to return to work immediately following an approved absence or leave, or as stated on a Return-To-Work document signed by a physician.
- Gambling on Company or assigned Client's premises or carrying explosives or any concealed weapon while on Company or assigned Client's property or while representing the Company or assigned Client.
- Any unreported absence for three (3) or more consecutive scheduled days of work (this is considered job abandonment and is handled as voluntary termination of employment).
- Engaging in any activity deemed to be a conflict of interest or adverse to the best interest of the Company and/or the assigned Client.
- Misuse or unauthorized disclosure of confidential information of The HT Group or the Client, which is not otherwise available to persons or firms outside The HT Group or the Client, such as confidential financial data and other non-public proprietary information.

Although it is generally the policy of The HT Group to warn and counsel employees prior to considering termination of employment, depending on the circumstances, seriousness and/or frequency of the conduct or behavior, management may choose to terminate employment immediately. These policies and practices do not modify the status of employees as employees at-will, in any way restrict the Company's right to bypass the disciplinary procedures suggested or limit the Company from taking any disciplinary action it deems appropriate.

The HT Group reserves the right to accelerate penalty and disciplinary action, up to termination, depending on the nature of the offense. Some of the factors that will be considered in the disciplinary process are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

AUTOMOBILE POLICY

At no time may an employee use a personal automobile or drive an automobile of a Client while on assignment. The HT Group strictly forbids any type of driving while "on-the-clock". Employees will politely decline to operate a vehicle while "on-the-clock" and call The HT Group if any Client asks the employee to do so.

OPEN DOOR POLICY

The Company encourages any employee who has a complaint or suggested change to discuss it with her/his manager (or if a Temporary Employee, his/her staffing manager). If the complaint concerns one's manager, or if an employee is dissatisfied with the manager's response to a complaint, then the employee may take the matter to another member of management or Human Resources.

Complaints will be taken seriously and investigated appropriately and will be conducted in as confidential a manner as is reasonably possible. If the charges are found to have merit, The HT Group will take appropriate action on a case-by-case basis, up to and including termination.

ASSIGNMENTS

Although you will be working for a variety of The HT Group Clients, we are your employer. Your timecards and paychecks are processed by The HT Group and your staffing manager is your contact for all work assignments. You are responsible for reporting your time each week on a timely basis. Please contact your staffing manager if you have questions or to address problems that may arise.

Before beginning each assignment you should have:

- The Client company name and address.
- The hours and length of your assignment.
- The Client specific dress code.
- Parking instructions and employee amenities (i.e. cafeteria, break room, microwave, etc.).
- Your hourly pay rate and the name of the person to whom you will report.
- Any other pertinent information.

It is up to you to make sure that we know when you are nearing the end of an assignment or if the Client is extending your assignment past its original end date. We depend on you to keep communication open with us so that we can continue to find you work.

Always show up for work on time and ready to begin work. Remember, our Clients are depending on you – so be professional and productive at all times.

If you are on an assignment and quit before the assignment is over <u>without</u> giving three (3) business days' notice of cancellation of your assignment, you understand and agree that any hours worked up to cancellation on the assignment will be paid at minimum wage rates, and not the original agreed pay rate due to the fact that proper notice was not given.

For time periods when you are not assigned to a Client, to be considered available for work you must call or email once per week. If you do not call or email once per week, we will assume that you are no longer searching for work. Furthermore, when an assignment ends, you must call in available within three (3) days after the assignment. Not calling or emailing available once per week and within three (3) days at the end of an assignment may adversely affect your ability to collect unemployment benefits.

OFFSET POLICY

The Company understands that from time to time an employee may need to make personal photocopies, long distance phone calls and the like or may otherwise become indebted to the Company by virtue of failure to return Company or Client property, clerical errors resulting in payroll overpayments and the like. An employee is required to pay all such charges or indebtedness incurred in a given month by the 15th day of the following month. By acknowledging this manual, all employees expressly authorize the Company to offset such sums against wages due to the employee from pay checks within the next thirty day period or, in the event of separation of employment, in the employee's final paycheck.

Acknowledgement of Receipt of The HT Group Employee Handbook & Agreement of At-Will Employment, Non-Disclosure of Confidential Information, and Waiver of Client Benefits

I have received and will read my copy of the HT Group Handbook. I know that the contents of this handbook contain information that will help me understand my rights and responsibilities as an employee of The HT Group.

<u>Handbook is Not an Employment Contract:</u> I understand that this handbook is not an employment contract, but it is an explanation of company policies. The HT Group has not solicited my assent or agreement to the policies and procedures set forth in this handbook, and my employment is not in consideration of or in return for my being bound by this handbook. I realize that the company may interpret, clarify, revise, and/or deviate from the procedures set forth in this handbook. I also understand that this handbook may be revised and updated.

Agreement to At-Will Employment: In consideration of the wages hereinafter provided to me by The HT Group, I understand and agree that the employment relationship between The HT Group and me is terminable at-will by either party at any time, and that nothing in this handbook creates additional rights or provides a basis for me to believe my employment is not terminable at will. I further understand and agree that this at-will agreement may not be amended or changed, unless it is agreed to in writing by the CEO of The HT Group.

Temporary Employees' Waiver of Client Benefits: If I am a Temporary Employee, in consideration of any and all assignments made by The HT Group to any Client, I agree and understand that I am solely an employee of The HT Group for benefit plan purposes and that I am eligible only for such benefits as The HT Group may offer to its employees. I further understand and agree that I am not eligible for or entitled to participate in any benefit plan offered by any of The HT Group's Clients, their parent companies, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of my assignment with any The HT Group Client made by The HT Group and regardless of whether I am held to be a common-law employee of any Client for any purpose, and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for any such benefits.

Non-Disclosure Agreement: I acknowledge that The HT Group's and its Client's trade secrets, private or secret processes, products, development, technical information, financial information, procurement and sales activities and procedures, promotion and pricing techniques, credit and financial data concerning customers and other confidential information called proprietary information are valuable, special and unique assets of The HT Group and its Clients, access to and knowledge of which are essential to the performance of my duties. In light of the highly competitive nature of the industries in which The HT Group and our Client's business are conducted, I agree that all proprietary information heretofore or in the future obtained as a result of my association with The HT Group or its Clients shall be considered confidential. I will not disclose any of such proprietary information under any circumstances unless such proprietary information has been publicly disclosed, or upon written advice of legal counsel that I am legally required to disclose such proprietary information. For the sake of clarity, I am free to discuss the terms and conditions of my employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

<u>Defend Trade Secrets Act</u>: Pursuant to the Defend Trade Secrets Act of 2016, I acknowledge that I shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the trade secret to my attorney and may use the trade secret information in the court proceeding, if I (X) file any document containing the trade secret under seal and (Y) do not disclose the trade secret, except pursuant to court order.

| By signing below, I understand and agree that the cost of replacing or repairing any Company supplies, materials equipment or other property that I damage or fail to return may be deducted from paycheck, including my final paycheck, as permitted by law. | |
|---|--------------------|
| Employee Signature: | |
| Employee Name: | |
| Date: | Witness Signature: |

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
 to care for the employee's child after birth, or placement for adoption
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week 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 leave to care for a covered service-member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

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

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.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two 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 meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance 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 and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable 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 also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligiblity.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



The HT Group

Employee Handbook

For additional information: 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627 WWW.WAGEHOUR.DOL.GOV

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



www.thehtgroup.com

