



THE HT GROUP

HUMAN CAPITAL SOLUTIONS THAT WORK

The HT Group

Employee Handbook

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## A MESSAGE FROM THE CHIEF EXECUTIVE OFFICER

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Congratulations! You are now a member of the HT Group. Companies in Texas and across the United States rely on us to deliver extraordinary performance in solving their day-to-day challenges.

At The HT Group, we are committed to providing our customers with the highest quality service at all times and you have a vital role to play in maintaining our standards.

You represent us every time you report to one of our clients ready to work. Your professionalism, job performance, and commitment to go above and beyond help to ensure that our clients will continue to call us to solve their business challenges.

We have outlined in this handbook our expectations of you, as our employee. Please review them carefully and feel free to ask any questions.

On behalf of the HT Group, I welcome you to an exciting, enjoyable and successful career.

Mark Turpin  
Chief Executive Officer

## INTRODUCTION

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Congratulations! 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 total employment 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 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. Again, welcome and we are glad you are a part of our organization.

## OUR CORE VALUES

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We believe that our success and the success of our Client Companies depends on how well we follow our Core Values, which are:

Live with Integrity  
Go Above and Beyond  
Embrace the HT Way

These are values that we live each day. We look for opportunities that enable us to live with Integrity, where we go above and beyond and embrace the HT Way. When you embrace The HT Way, it shows when you do the following:

- Maintain a positive, can-do attitude.
- Always strive for the best possible outcome.
- Be passionate about our work.
- Look for the good in all.

During your career with the HT Group, we depend on each individual to bring your enthusiasm, your skills, and your experience to each placement with Integrity, enthusiasm to go Above and Beyond. Your commitment to the HT Way will ensure your continued success!

## **ABOUT THIS HANDBOOK**

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We believe that a well-informed employee makes the best employee. This handbook supersedes all previous employee handbooks or manuals that may have been issued in the past on the subjects covered. It will answer many of your questions and provide information for you. Please read this handbook carefully and keep it handy for future reference. One of your responsibilities is to become familiar and comply at all times with its policies and procedures. You may download a copy from EmployDrive with your login credentials. The Human Resources Department will be glad to answer any questions you may have about this handbook.

At the same time, it is important for you to understand that the information contained in this Employee Handbook is presented as a matter of general information only. This handbook is not a contract, and its contents should not be interpreted as a contract between The HT Group and you or any of its employees.

The handbook is not exhaustive; it includes informative highlights on important aspects of your job at The HT Group. It should be used as a guide only. Violation of any of the rules or policies in this handbook may result in disciplinary action, up to and including termination, depending on the circumstances. There is no requirement that employees be warned or suspended before being terminated.

In order to make sure that the intent of this handbook is understood, all employees will be required to sign a statement acknowledging the purpose and intent of this handbook and that they have read and understand its contents. We want to do everything we can to make sure you understand the issues that are covered in this handbook. If you need assistance in order to understand any of the provisions of this handbook, please talk to your Manager or the Human Resources Department.

## **AT-WILL EMPLOYMENT**

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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 a temporary employee or contractor 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 employees or contractors of The HT Group that are assigned to Clients. 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)**

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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 (protected in Austin, TX),

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 or contractor, your 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**

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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 or contractors: 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 Manager, no documents may be removed, copied, or otherwise be retained by employees.

**For temporary employees or contractors: The HT Group requires that you give THREE (3) business days' notice if you need to be released from your assignment, so it will allow us, as your employer, ample time to replace you. If you abandon or leave the assignment and fail to give the required THREE (3) business days' notice, then you agree that The HT Group will only be obligated to pay you the rate of the federal minimum wage, or the state minimum wage for the state in which the work was performed, whichever is higher, for all hours worked during that weekly pay period. If you are on an assignment and quit before the assignment is over without 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 may 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 or contractors: when you are not assigned to a Client, you must call or email your HT Group manager once per week to be considered available for work. 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. Failure to call or notify us that

you are available each week, and within THREE (3) days at the end of an assignment may adversely affect your ability to collect unemployment benefits.

#### **ASSIGNMENT INFORMATION & POLICIES**

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

Record the assignment information provided to you by your manager. The assignment information is for your reference only with the exception of state specific Wage Notices. Be sure to take the following information with you on your assignment's first day:

- Client Company Name
- Client Company Street Address and City
- Directions to the Client Company work location
- To Whom You Are Supposed to Report
- Start Date
- Work Hours
- Dress Code while on assignment
- Parking
- Lunch/Breaks
- Expected Length of Assignment

#### **CONTACT PROCEDURES**

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The HT Group is committed to keeping you working on assignments with our Client Companies for as long as you choose to continue working as a temporary employee. Completing an assignment with one of our Client Companies does not mean the end of your relationship with The HT Group. As long as you remain eligible for re-assignment (unless you advise us that you no longer want to be considered for assignments), we will continue our efforts to find rewarding work for you.

You have the flexibility to accept or decline any assignments for which you are selected. You are expected to complete all assignments you accept. If you are unable to report to work or complete an assignment for any reason, such as illness, emergency, etc., notify your HT Group office immediately, not the Client Company, in order for us to obtain a replacement. If you do not promptly notify your HT Group office of your inability to complete an assignment or report to work within two hours of the shift end time or start time, we will considerate such failure a voluntary resignation.

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. 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.

#### **DRESS CODE**

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While on assignment, you are expected to maintain a professional demeanor appropriate to the work situation. This professionalism is reflected, in part, by the clothes you wear, the care you take with personal grooming, and the way you behave. Employees of the HT Group are expected to dress appropriately for the assignment, follow the Client Company's dress code and wear required safety equipment and badges at all times. If you have questions about what constitutes appropriate dress for an assignment, please ask your HT Group representative.

#### **ASSIGNMENT DISCIPLINARY ACTION:**

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Any conduct by an employee that materially affects the Client Company or the HT Group is subject to disciplinary action. The following are examples that may be grounds for disciplinary action, up to and including termination:

- Accepting an assignment and not reporting to work or not notifying us within the required

timeframe.

- Unauthorized possession, use, or removal of property belonging to the HT Group or any of our Client Companies.
- Failure to comply with all safety rules and regulations, including the failure to wear safety equipment when instructed.
- Reporting to work under the influence of alcohol, illegal drugs, or in possession of either item on the HT Group premises or work sites of Client Companies.
- Failure to take a drug test as required by the HT Group's Policy.
- Unacceptable behavior, such as lewdness, careless actions endangering persons or property, possession of weapons or explosives, or provoking, instigating, or participating in a fight.
- Failure to call us when an assignment ends.
- Violation of the Non-Discrimination and Anti-Harassment Policy.
- Insubordination; for example, refusal to carry out an HT Group manager's or Client Company supervisor's reasonable work request.
- Falsifying records, including but not limited to the employment application, timesheets, claims pertaining to injuries occurring on Company premises or work sites of Client Companies, or personnel records.
- Disclosing confidential information without authorization.
- Disregard for established policies and procedures.
- Excessive cancellations or tardiness.
- Discourtesy to employees of the HT Group or Client Companies.

## **TIME REPORTING & PAYROLL**

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It is important to remember that The HT Group is your employer. All discussions concerning pay or time reporting must be directed to your HT Group manager, not the Client. Your timesheet (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 timesheet, please call your manager.

The HT Group pays weekly, on the Friday following the week ending date. The HT Group requires that you complete and return an approved timesheet to The HT Group each week that you are on assignment.

The HT Group also offers employees TWO (2) convenient options for receiving their payroll:

- (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 or it can be a paycard the Company provides to you.

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 email address and residential mailing address on file for you. We will need these addresses for company-related correspondence and reporting requirements.

Some clients will approve and report time for you. It is your responsibility to know if you need to complete a timesheet each week. Scheduled work weeks are Monday through Sunday. Your timesheet must be submitted no later than noon on Monday following the week in which the work was performed. You must ensure that the following information is included on your timesheet:

- 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
- Your Client supervisor's signature, and
- Your hours worked, correctly reported.

Your timesheet must be submitted electronically via our online portal. Directions are below. If you fail to submit your timesheet by noon the Monday following the week in which the work was performed your timesheet may not be processed that week, and as a result your check may be delayed by up to one week.

***FALSIFYING TIMEHSEETS IS A REASON FOR IMMEDIATE DISMISSAL!***

Please see the directions for logging and submitting time below. There may be some client assignments that have a custom timekeeping process. If this is the case, you will get specific instructions from your manager. An improperly completed time card could result in delay of payment.

**LOGGING INTO THE APPLICATION**

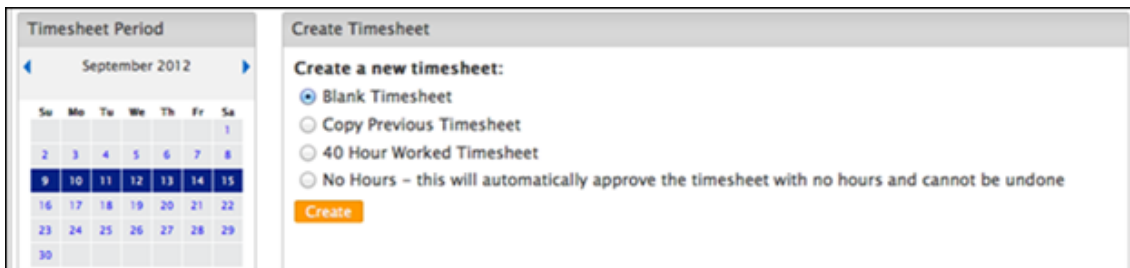
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In order to log in and start entering timesheets, you will receive an email that contains your username, password, and a hyperlink for accessing the portal. The URL for timesheet entry is <https://thehtgroup.bbo.bullhornstaffing.com/Login/>. If you did not receive an email, please reach out to your Manager directly. This guide will help you get started. For more thorough how-to documentation, please visit <http://employeehelp.timesheasy.com>.

**ENTERING TIME**

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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.
2. Select the type of timesheet to enter and click **Create**.



3. 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:

Timesheet Period		
04/08/2012 - 04/14/2012		
Date	Hours	Total Hours
Sun 04/08/2012	0.00	00:00
Mon 04/09/2012	0.00	00:00
Tue 04/10/2012	0.00	00:00
Wed 04/11/2012	0.00	00:00
Thu 04/12/2012	0.00	00:00
Fri 04/13/2012	0.00	00:00
Sat 04/14/2012	0.00	00:00

Hours	Minutes	Hours Type	Project	Notes
0	0	Normal	None	

Add Block
Copy Previous Day

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

Days		
10/10/2016 - 10/16/2016		
Date	Hours	Total Hours
Mon 10/10/2016	8:00	8:00
Tue 10/11/2016	0:00	0:00
Wed 10/12/2016	0:00	0:00
Thu 10/13/2016	0:00	0:00
Fri 10/14/2016	0:00	0:00

Time In	Time Out	Hours Type	Notes
8:00am	11:00am	Normal	
12:00pm	5:00pm	Normal	

Add Block
Copy Previous Day

6. Repeat steps 3-5 until you've entered time for the entire week.

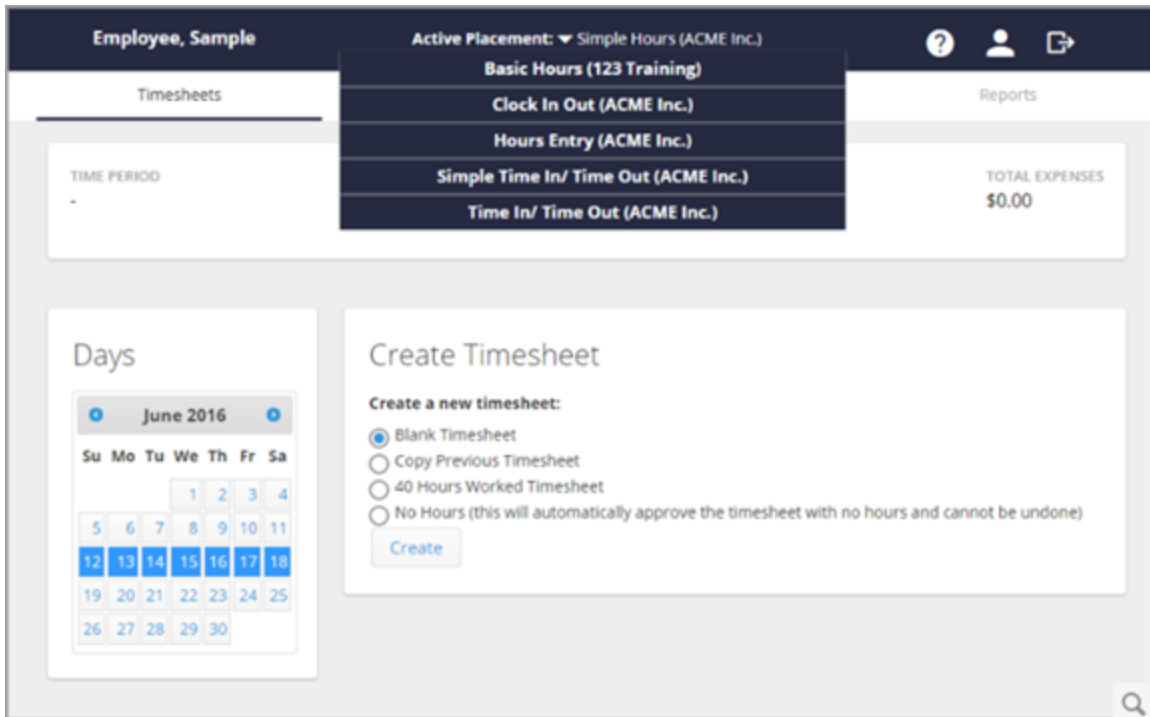
Click **Submit Timesheet**. You will receive an email when your manager approves your timesheet.

#### **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 your Manager 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.mysolved.com/>. You will receive a link to create a login name and password to the employee portal once you are placed on your first assignment.

## PAYSTUBS

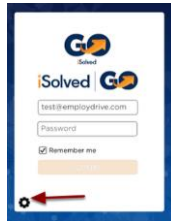
In addition to important company communication and notices, your weekly paystub and annual W-2 are posted to the employee portal. We do not mail copies of paystubs or W-2s, the portal maintains a permanent history of every paystub and W-2 issued. You may pick up a paper copy from your branch office. For your convenience, you may access your paystubs from The HT Group’s employee portal (<https://employdrive.mysolved.com/>). **You will receive an email from EmployDrive a few days after you are notified of your assignment by your Manager. This email has a link that will allow you to create a login to EmployDrive. You must action this link within THREE (3) days of receiving it or it expires. The email will have instructions in it, if you need help creating a login, please contact your HT Group representative or Human Resources in the Corporate Office in Orange, TX.**

## VIEWING YOUR PAYSTUB GUIDE (HOURS)

Welcome to your new online employee portal application! You can access the portal on any computer through the URL, you can also access the portal on any Smartphone!

1. To access the mobile application, go to your mobile phone’s App Store and search for iSolved.
2. Download the “iSolvedGo” app.

- When you open the application for the first time, click on the gear icon in the lower left corner.



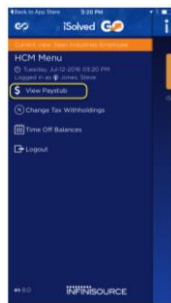
- Under Network Partner, type in Employdrive. Click Save when complete.



- In Login screen, enter your username and password.

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

- To view your paystub, click “View Paystub” link.



- Select the Paydate from the dropdown menu then click Finished.



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## HEALTH BENEFITS

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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 Manager for details and specific eligibility for our insurance plans. ***If you are eligible for insurance, you will receive an email***

**from our insurance broker approximately FOUR (4) weeks prior to your eligibility start date so that you can enroll in our insurance.**

## **HOLIDAYS**

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

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

- 1) Worked at least 1,000 hours during the 26 weeks prior to the holiday
- 2) Currently on assignment before and after the holiday 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. **We cannot determine eligibility for holiday pay until the week before the holiday. We will notify you as soon as your eligibility for a holiday has been determined. You must requalify for each holiday.**

## **VACATION**

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As a temporary employee or contractor 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 manager within SIXTY (60) days from the date it is earned or it will be forfeited. To request vacation, pay, submit a timesheet for 40 hours and enter Vacation Pay as the Client name. Do not show time in or time out on this timesheet. 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 not pay for partially accrued or unused vacation or sick hours upon separation from employment.** In addition, **you must be on an assignment to receive vacation pay.**

## **REFERRAL BONUS**

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The Company may implement a referral bonus program at various times to encourage employees to assist with locating talented people. For temporary employees or contractors, please check with your 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.

As temporary employees or contractors employed by 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**

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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
- 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):
- Avoid engaging in any activity which could be determined to be a conflict of interest of The HT Group or the Client.
- Avoid disclosing any information to anyone 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. If the employee has any questions or concerns about the Placement or the Client, the employee is expected to contact his/her HT Group manager, not the Client or any individuals at our Client's location, to address the questions or concerns.

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**

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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 MANAGER.***

## **WORKERS' COMPENSATION**

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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 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 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 WORKWELL, TX to manage the health care and treatment you may receive if you are injured at work. WORKWELL, TX is a certified workers' compensation health care network. The state of Texas has approved this network to provide care for work related injuries. They are also trained in getting people back to work safely. You will receive information about WORKWELL, TX 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**

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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:
- Submission to such conduct is an explicit or implicit condition of employment; or Submission to or rejection of such conduct is used as the basis for employment decisions; or 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 types 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.

The Company recognizes unwelcome harassment can be perpetrated by a Client, vendor or employee of a vendor of The HT Group. In the event that you are subjected to any of the behaviors described above, or have witnessed such behavior, you must report the concerning conduct immediately to The HT Group's Human Resources ("HR") department, the Company's Director of Operations, or, if you are a temporary employee or contractor, report it to your manager. The Corporate HR Department may be contacted at: P. O. Box 1328, Orange, TX 77631, (409) 883-0384. The investigation procedures discussed above will be followed.

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. 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 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 or contractor, your 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**

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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.
- 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.

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**

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It is essential for 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 **has no control** or any absence that has been previously approved by both your HT Group manager and the Client. 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 a Family and Medical Leave Act ("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.

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

You **MUST PERSONALLY** call your HT Group manager, unless he/she is physically unable to call due to an emergency in which case, another person may notify your immediate manager as soon as possible. If the employee calls the Client supervisor but fails to call The HT Group, the absence may be considered unexcused.

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.

**LACK OF NOTIFICATION:** An employee, who is absent THREE (3) 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. If you abandon

or leave the assignment and fail to give the required THREE (3) business days' notice, then you agree that The HT Group will only be obligated to pay you the rate of the federal minimum wage, or the state minimum wage for the state in which the work was performed, whichever is higher, for all hours worked during that weekly pay period.

**ADVANCE NOTICE OF ABSENCE:** Our Clients depend on your presence to operate in the normal course of business. If an employee knows he/she will be unable to work all or part of their scheduled shift, the temporary employee's or contractor's 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, 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 his/her manager each day of the absence status; i.e., his/her availability to return to work, SIXTY (60) minutes prior to starting time, or earlier if possible.

**DISCIPLINARY ACTION:** Unexcused Absence within Any Consecutive 12-Month Period:

- First Time Absence: Warning and possible termination
- Second Time Absence: Termination

**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.

**DISCIPLINARY ACTION:** 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 (FMLA)**

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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 section.

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.

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 the Human Resources department.

## **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 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 servicemember 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 ineligibility.

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.**



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

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



WHD Publication 1420 - Revised February 2013

## **SAFETY POLICY**

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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 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**

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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 POLICY AND PRINCIPLES**

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Social media can be defined as social networking site (Facebook, LinkedIn, Glassdoor, Twitter, Instagram, etc.), blogs, online forums, and others, and these policies are subject to change as laws evolve. Nothing in this policy is intended to or will be applied in a manner that limits employees' rights to engage in protected concerted activity as prescribed by the National Labor Relations Act. Please follow our general guidelines to ensure that social media is used in a positive way.

The following principles apply to professional use of social media on behalf of The HT Group as well as personal use of social media when referencing The HT Group. These policies should be used in conjunction with any policies at the Client. If there is a discrepancy, please notify The HT Group for clarification.

- You are personally liable for all communications and information you publish online. The HT Group or Client may be liable for online activity that uses company assets, a company e-mail address or any e-mail address that can be traced back to the company's domain. Using your name and a company e-mail address may imply that you are acting on the company's behalf. Because social media and networking activities are public, your company e-mail address and company assets should be used only to perform job-related activities, which may include professional networking but do not include personal social networking.
- Outside the workplace, you have a right to participate in social media and networks using your personal e-mail address. However, information and communications that you publish on personal online sites

should never be attributed to the Company or appear to be endorsed by, or to have originated from, the Company.

- Subject to applicable law, after-hours online activity that violates The HT Group's Code of Conduct or any other company policy may subject an employee to disciplinary action or termination.
- If you choose to disclose your affiliation with The HT Group in an online communication, then you must treat all communications associated with the disclosure as professional communications governed by this and other company policies.
- Posts from The HT Group's accounts should only be made by members of the Marketing team or with their permission.
- Employees should be aware that The HT Group may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to The HT Group, its employees, or clients.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, disparaging to the company or that can create a hostile work environment.
- Employees are not to publish, post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the Human Resources Department and/or your manager.
- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to The HT Group's Marketing Manager or CEO.
- If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- Employees should get appropriate permission before referring to or posting images of current or former employees or clients. Additionally, employees should get appropriate permission from Marketing Manager to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.
- Social media use shouldn't interfere with employee's responsibilities at The HT Group or to the Client – please see guidelines for Internet use.
- That said, we absolutely encourage employees to interact with The HT Group on social media in a positive way. Please like and share away!

#### **INTERNET ACCESS AND USE WHILE ON ASSIGNMENT WITH A CLIENT**

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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 (for example: LinkedIn, Facebook, Twitter, Glassdoor, 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. 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**

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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.

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.

## **NO RIGHT TO PRIVACY**

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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**

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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:

1 <sup>st</sup> Offense:	Formal Notification & Possible Termination
2 <sup>nd</sup> Offense:	Final Warning & Possible Termination
3 <sup>rd</sup> 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 the Company's 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**

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At no time may an employee use a personal automobile or drive a Client's automobile or vehicle while on assignment. 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. The HT Group strictly forbids any type of driving while "on-the-clock" without permission.

#### **OPEN DOOR POLICY**

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The Company encourages any employee who has a complaint or suggested change to discuss it with her/his 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**

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Although you will be working for a variety of The HT Group Clients, we are your employer. Your timesheets and paychecks are processed by The HT Group and your manager is your contact for all work assignments. You are responsible for reporting your time each week on a timely basis. Please contact your 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. The HT Group requires that you give THREE (3) business days' notice if you need to be released from your assignment, so it will allow us, as your employer, ample time to replace you. If you abandon or leave the assignment and fail to give the required THREE (3) business days' notice, then you agree that The HT Group will only be obligated to pay you the rate of the federal minimum wage, or the state minimum wage for the state in which the work was performed, whichever is higher, for all hours worked during that weekly pay period.

Once an assignment on a Placement has been completed, the employee has no further reason to communicate with the company's Client. If the employee has any questions or concerns about the Placement or the Client, the employee is expected to contact his/her HT Group manager, not the Client or any individuals at our Client's location, to address the questions or concerns.

#### **OFFSET POLICY**

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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 handbook, all employees expressly authorize the Company to offset such sums against wages due to the employee from pay checks within the next 30- day period or, in the event of separation of employment, in the employee's final paycheck. ***Any offsets made will be made in accordance with all applicable State or Federal laws.***

#### **TEMPORARY EMPLOYEES' OR CONTRACTORS' WAIVER OF CLIENT BENEFITS**

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As a temporary employee or contractor, 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 of the Company's Clients 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**

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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.

#### **DEFEND TRADE SECRETS ACT**

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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.

**ACKNOWLEDGEMENT OF THE HT GROUP EMPLOYEE HANDBOOK**

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I acknowledge that I have received a copy of *The HT Group Employee Handbook*.

I understand that I am responsible for becoming familiar with and complying with each of the policies described in it. I understand the rules, policies and benefits contained in *The HT Group Employee Handbook* may be changed, modified or deleted at any time. I understand that *The HT Group Employee Handbook* and/or any other policy statement of The HT Group are not a contract and do not guarantee any conceptual right. I understand that I am responsible for becoming familiar with all benefit eligibility requirements and benefits that are being offered through The HT Group.

I further understand that my employment with The HT Group is at-will, and that employment may be terminated by The HT Group or by me at any time with or without cause of prior notice.

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 Name (please print)

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Employee Signature (please sign)

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Date

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By signing below, I have read and agree to comply with all policies outlined in this 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. I understand that violation of these policies may result in disciplinary actions, including possible termination and/or legal action against me.

Employee Name (please print)

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Employee Signature (please sign)

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Date

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[www.thehtgroup.com](http://www.thehtgroup.com)

