

Employee Information Packet

This Employee Information Packet is subject to updates and changes and is posted online for employees or available upon request.

NON-DISCRIMINATION/ANTI-HARASSMENT POLICY

OnTime Labor believes all individuals are entitled to be treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal employment opportunity and prohibits discrimination and harassment. To that end, OnTime Labor is committed to complying with all federal, state, and local laws that prohibit discrimination and harassment in the workplace.

This policy applies to all applicants and employees, and prohibits discrimination, harassment, and retaliation, whether engaged in by fellow employees, by a supervisor or manager, or by someone who has a working relationship with OnTime Labor (e.g., an outside vendor, consultant, or customer). Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Policy Statement

Employment discrimination and/or harassment against employees or applicants, based on race, color, religion, ancestry, national origin, age, sex, pregnancy, sexual orientation, sexual identity, military status, or disability, is illegal. OnTime Labor is committed to making all recruitment, hiring, and placement decisions based on the applicant's abilities and qualifications, and without regard to the above stated protected classifications.

Discrimination and Harassment may include verbal or physical conduct that denigrates or shows hostility or aversion toward the individual that: 1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities.

Discrimination and Harassment includes but is not limited to: employment decisions such as hiring, firing, placement, or promotion; epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group.

Sexual Harassment also constitutes discrimination and is illegal under federal, state, and local laws. For purposes of this policy, sexual harassment includes, but is not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); or other physical, verbal or visual conduct of a sexual nature. Sex-based harassment, or harassment not involving sexual activity or language, may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Non-Retaliation

OnTime Labor prohibits retaliation against any individual who reports discrimination or harassment, or who participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination, or for participating in an investigation of a claim of harassment or discrimination, is a serious violation of this policy and will subject the individual to disciplinary action, up to and including termination.

Reporting an Incident of Harassment, Discrimination or Retaliation

Any employee who feels that he or she is a victim of discrimination, harassment, or retaliation in violation of this policy must provide a verbal or written statement to their immediate supervisor, manager, or local HR Coordinator, addressing the nature of the discrimination, harassment, or retaliation. If the individual believes that the local representative is not adequately resolving the issue, he or she should call 440-542-7972 to file a verbal complaint with Corporate Human Resources or mail a copy of the written statement to: Human Resources, OnTime Solutions, 33519 Solon Road, Solon, OH 44139.

It is the policy of OnTime Labor to take any allegations of discrimination or harassment seriously and to investigate and respond to any misconduct with appropriate remedial and disciplinary action. All complaints will be handled in a timely manner and with the strictest confidentiality possible.

AMERICANS WITH DISABILITIES ACT (ADA)

OnTime Labor is committed to compliance with all applicable provisions of the Americans with Disabilities Act (ADA), as amended, and all applicable federal, state, and local laws, rules, and regulations. This Company will not discriminate against any qualified individual with a disability with respect to job application procedures, hiring, advancement, discharge, compensation, job training, or any other term, condition, or privilege of employment as long as the individual can perform the essential functions of the job, with or without an accommodation. Consistent with this policy of non-discrimination, OnTime Labor will work to seek a reasonable accommodation for applicants in the employment process and qualified employees with a disability, as defined by the ADA, who have made OnTime Labor aware of the disability, provided that such accommodation does not constitute an undue hardship on OnTime Labor or the customer (where applicable). As appropriate, OnTime Labor will attempt to eliminate artificial barriers to employment in order to afford all individuals opportunities to pursue available employment to the extent of their abilities and talent. Applicants or employees who believe they need an accommodation, or have questions about this policy, must notify their manager.

FAMILY AND MEDICAL LEAVE ACT

The federal Family and Medical Leave Act (FMLA) provides eligible employees with up to 12 weeks of unpaid leave for certain family and medical reasons during a 12-month period. During this leave, an eligible employee is entitled to continue any health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

The FMLA also provides up to 12 weeks of unpaid leave during a 12-month period for certain reasons related to the active duty or call to active duty of National Guard members and Reservists (so-called "qualifying exigency") and a one-time unpaid leave of up to 26 weeks to care for a service member (including regular Armed Forces) with a serious injury or illness.

FMLA makes it unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA and/ or (2) terminate or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

In general, employees must have worked for OnTime Labor for at least 12 months, worked at least 1,250 hours in the previous 12 months, and work at a site with at least 50 employees within 75 miles to be eligible for FMLA.

This is only a very brief summary of the federal FMLA. For further details or to apply for leave under this policy, contact your manager. Under certain circumstances, leave under state law also may be available.

In the event of a contradiction between FMLA regulations and this statement, federal regulations control.

HEALTH CARE PLAN ELIGIBILITY

OnTime Labor does not currently offer a Health Care Plan to any of its employees.

UNEMPLOYMENT COMPENSATION

Due to the nature of the work assignments with OnTime Solutions, I understand and acknowledge that my employment by OnTime Labor commences when I am assigned to an OnTime Labor customer, and I begin working at the customer's premises or job site. I further understand that, on conclusion of each work assignment, I must report to OnTime Labor as soon as I am ready, willing and able for additional work assignment(s). If I fail to report to OnTime Labor for additional work assignments, you may assume that I am not available for reassignment and not ready, willing, and able to work.

All OnTime Labor employees must make themselves available for daily assignment(s) by notifying the designated home office through established procedures. The order you make yourself available is not the order in which you will be placed for work. Designated home office sign-in sheets (where applicable) are for attendance purposes ONLY. If you have any questions regarding the established procedures for making yourself available, ask a dispatcher or office manager.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

I have voluntarily applied to OnTime Labor for employment. In consideration of the furnishing of and/or continuing employment to me by OnTime Solutions, whether on a long-term or temporary assignment to OnTime Labor's customer(s), I agree that I will not disclose to any other party any information whatsoever about OnTime Labor or its customers that is of a confidential or proprietary nature or that could be deemed a "trade secret." I further agree that I will not use in any manner whatsoever information that is

confidential, proprietary or privileged, whether for my personal benefit or gain or for that of another person or entity. Any information that is not disclosed publicly in writing should be treated as confidential and proprietary. By signing below and accepting employment by OnTime Solutions, I acknowledge and agree that these terms are both necessary and reasonable to protect OnTime Labor and its customer(s). I further acknowledge that breach of this Non-Disclosure of Confidential Information Agreement provision may cause irreparable harm to OnTime Labor and/or its customer(s) for which such party(ies) may be entitled to injunctive and other lawfully available relief against me without necessity of posting bond.

NO SOLICITATION FOR EMPLOYMENT

I understand that I have voluntarily applied to OnTime Labor for employment. In consideration of the furnishing of and/or continuing employment to me by OnTime Solutions, whether on a long-term or temporary assignment to OnTime Labor's customer(s), and unless otherwise prohibited by law, I agree that I will not, for a period of ninety (90) days following completion of my assignment to such customer(s), become employed by or for the benefit of such customer(s), directly or indirectly, whether as a direct employee, contractor or assigned employee through another staffing firm, and will notify OnTime Labor before seeking such employment. By signing below and accepting employment by OnTime Labor, I acknowledge and agree that these terms are both necessary and reasonable to protect OnTime Labor and its customer and employee relationships, and do not restrict outside the limited restrictions described above. I further agree to the amount of \$1,500.00 as liquidated damages due from me to OnTime Labor in the event of my breach of this agreement. OnTime Labor reserves the right to pursue any other legal remedies available to it as a result of any breach of this agreement. I further understand and agree that nothing in this No Solicitation for Employment Agreement in any way creates an express or implied contract of employment. I understand and agree that my employment is terminable at will, so that both OnTime Labor and I remain free to choose to end our work relationship at any time, for any lawful reason.

TRANSPORTATION EXPENSE, DEDUCTION OF EXPENSES FROM WAGES

I understand and acknowledge that, as a condition of employment with OnTime Labor, I must provide my own transportation to the customer's premises or job site. If I am unable to provide transportation to the customer's premises or job site, I may request that OnTime Labor arrange such transportation with an independent provider. I understand and acknowledge that such transportation is not guaranteed and that, if provided, it is for my benefit and that, without OnTime Labor arranging the transportation to the customer's premises or job site, I would not be able to accept assignment. I understand that it is my decision on whether or not to use the arranged transportation and I do so at my "own risk" and the responsibility and liability rest with me. If OnTime Labor arranges my transportation or advances funds to me to pay for my transportation, I hereby request, authorize and direct OnTime Labor to deduct the actual cost of transportation from my wages in both overtime and non-overtime weeks, to the extent permitted by law. This authorization shall be continuing in nature. I understand and acknowledge that transportation provided by other means other than OnTime Labor, for example by another employee, is at my "own risk" and the responsibility and liability rest with me.

JURY TRIAL WAIVER

In consideration of my employment and OnTime Labor's agreement to do the same, I waive my right to a jury trial in the event of any lawsuit brought against OnTime Labor and agree to have any lawsuit heard by a judge instead. I understand and acknowledge that this waiver is intended to allow any lawsuit to be decided solely on the facts and the law, as is just and fair to both me and OnTime Labor. I further acknowledge that I have signed this waiver knowingly and voluntarily.

PERSONNEL FILE

I understand, as a condition of my employment with OnTime Labor, that customers of OnTime Labor, as well as third-party entities working for or on behalf of OnTime Labor or its customers for which OnTime Labor employees perform assignments, may request to audit/review my personnel file and the information contained in that file. I further understand that my personnel file may include both the hard copy (e.g., paper) file and the information contained in OnTime Labor's computer system.

I authorize any authorized representative of OnTime Labor, its customers, or the third-party entities on behalf of OnTime Labor or its customers to which I may be assigned, to examine and/or verify the information in my personnel file, including but not limited to criminal background investigation results, Employment Eligibility Verification Form(s), tax forms and information, employment applications, etc., and the information contained in those documents, but only to the extent permitted by law.

ON THE JOB INJURY (WORKERS' COMPENSATION)

I understand that all work-related injuries must be reported to OnTime Labor and the customer where I am assigned as soon as possible. I understand that if I seek medical treatment, I must obtain an injury report from OnTime Labor or the customer before leaving for medical treatment. If medical treatment is required, the incident will be fully investigated. I understand that as part of

the investigation I may be asked and hereby consent to OnTime Labor's Drug and Alcohol Testing policy. I understand that I may receive an assigned claim number, and I agree to give my assigned claim number to my treating physician immediately upon receipt, if applicable.

I agree that I will keep OnTime Labor updated on all medical treatment received relative to the work-related injury, including any changes to my treating medical providers as well as asking my medical providers to provide OnTime Labor with written status update reports.

I understand and agree that if I am unable to return to work within my regular assignment, OnTime Labor may assign me to alternative/light duty work within applicable prescribed medical restrictions based on position availability.

Ohio Employees Only: I agree to inform my treating physician that OnTime Labor is a self-insured employer by a PEO under Ohio's Workers' Compensation program. All claim information, including all medical bills, should be submitted to the corporate office: 33519 Solon Road, Solon, OH 44139.

PERSONAL PROTECTIVE EQUIPMENT (PPE) EXPENSE, DEDUCTION OF REPLACEMENT EXPENSES FROM WAGES

I understand and acknowledge that, depending on the requirements of my assignment through OnTime Labor, I may be provided PPE at no cost. I understand and acknowledge that I may receive replacement of OnTime Labor issued PPE at no cost if it becomes worn out through ordinary use and I return the PPE to OnTime Labor. However, if I lose or intentionally damage OnTime Labor issued PPE I will be charged for its replacement. I hereby request, authorize, and direct OnTime Labor to deduct the cost of replacement PPE that I lose or intentionally damage from my wages in both overtime and non-overtime weeks, to the extent permitted by law. This authorization shall be continuing in nature.

ONTIME LABOR BIOMETRIC INFORMATION PRIVACY POLICY

OnTime Labor (the "Company") implemented the following Biometric Information Privacy Policy to define the policy and procedures for collection, use, safeguarding, storage, retention, and destruction of biometric data collected by OnTime Labor. OnTime Labor reserves the right to amend this Biometric Information Privacy Policy at any time.

DEFINITIONS:

"Biometric Identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

"Biometric Information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's Biometric Identifier used to identify an individual.

"Biometric Data" means Biometric Identifiers and Biometric Information.

POLICY & SECURITY POLICY

OnTime Labor and/or its clients may use biometric timekeeping systems for the sole purpose of identifying employees and tracking hours worked. As part of this system, OnTime Labor and/or its clients will collect and store employee Biometric Data. It is OnTime Labor's policy to protect and store Biometric Data in accordance with applicable standards and laws including, but not limited to, the Illinois Biometric Information Privacy Act.

CONSENT

Before OnTime Labor captures, converts, stores, or otherwise obtains an employee's Biometric Data, OnTime Labor will: (1) inform the relevant employee that Biometric Data is being collected or stored; (2) identify, in writing, the specific purpose and length of the term for which the Biometric Data is being collected, stored, and used; and (3) obtain the relevant employee's written consent or release to collect, store, and use the Biometric Data. The consent or release is a condition of employment.

RETENTION

OnTime Labor shall retain employee Biometric Data only until the employee's relevant assignment ends, at which time the Biometric Data will be permanently destroyed.

SECURITY

All collected Biometric Data will be stored, transmitted, and protected from disclosure using the reasonable standard of care within OnTime Labor's industry and in a manner that meets or exceeds the standards it uses to store, transmit, and protect other

confidential and sensitive information held by OnTime Labor. OnTime Labor will destroy the relevant Biometric Data when the initial purpose for obtaining or collecting such data has been fulfilled.

DISCLOSURE

OnTime Labor will not disclose, redisclose, or otherwise disseminate an employee's Biometric Data unless: (1) the relevant employee or their legal representative consents to the disclosure; (2) the disclosure completes a financial transaction requested or authorized by the relevant employee or their legal representative; (3) the disclosure is required by law; or (4) the disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

CONSENT AND RELEASE TO COLLECTION OF BIOMETRIC DATA

I understand, as a condition of my employment, that OnTime Labor and/or its client may use third-party vendors to provide biometric timekeeping systems. These systems use "Biometric Data," defined as retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, to efficiently and securely track hours worked by employees. Depending on assignment, I may be required to clock-in and clock-out by providing Biometric Data. I understand that OnTime Labor will not disclose my Biometric Data to third parties outside of OnTime Labor without my written consent, unless otherwise required by law or pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction. I understand that my Biometric Data will be permanently deleted from the OnTime Labor's systems upon completion of my assignment to OnTime Labor's Client.

EMPLOYEE PHOTO RELEASE FORM

I understand that as an employee of OnTime Labor certain assignments may require a security badge to be issued with my picture or my picture collected for other employment purposes.

I hereby consent and grant permission to OnTime Labor and its legal representatives and assigns, those for who OnTime Labor is acting, and those who are acting with OnTime Labor's permission, or OnTime Labor's employees, the permission to take photographs of me and use them for any legal purposes.

I understand that I will not be paid for these photographs and have no rights to them. I am participating as a volunteer. I hereby waive any right to inspect or approve the finished photograph(s) or printed matter that may be used in conjunction therewith or to eventual use that it might be applied. I release OnTime Labor, its officers, employees and agents from any and all claims of harm and liability as a result of any distortion, blurring or alteration, optical illusion, or use in composite form, either intentionally or otherwise which may occur for making, showing, using or distributing these photographs.

DISCLOSURES AND ACKNOWLEDGEMENTS

- I acknowledge the I have read, reviewed and understand all the various parts of this Employee Packet and have had an opportunity to speak with an OnTime recruiter regarding any questions regarding the information herein.
- I understand and acknowledge that completion of this Employee Information Packet is not a guarantee of assignment. I understand and acknowledge that my employment is "at will" and not for any specific period of time, and that I may resign at any time and OnTime Labor may terminate my employment or assignment at any time, with or without notice, for any lawful reason or no reason.
- I agree I have been informed of the requirements of the work for which I am applying and certify that the information in this Employee Information Packet is correct and complete to the best of my knowledge. I understand and acknowledge that it shall be grounds for denial of employment and immediate dismissal if any of the information contained herein is found to be untrue or misleading or if there are any misrepresentations or omissions of any kind whatsoever to the extent permitted by law.
- I authorize you and all former employers given by me as references to answer all questions and to give all information in connection with the Employee Information Packet or in any matter concerning me, and release and hold harmless these companies, organizations, agents, individuals, and OnTime Labor from all liability for any damage that might result from furnishing such information to or by OnTime Labor.
- I understand and acknowledge that if accepted for employment, I will be working for OnTime Labor on its payroll at its client's premises.
- I understand and acknowledge that, as a condition of employment and/or continued employment, I will be required to provide certain information required by law, including, but not limited to, identification and employment authorization documentation.

- I understand and acknowledge that failure to comply with lawful instructions of OnTime Labor or the clients to which I am assigned; incompetent job performance; violation of work rules/Company policies; criminal conduct; truancy and absenteeism, and/or use, possession or being under the influence of drugs or alcohol while on OnTime Labor or client time or property may result in discipline, up to and including, termination.

COMPLETION PLEDGE

Our reputation is everything to us! In today's competitive world many companies may have the same product, but what sets OnTime Labor apart from the competition is our dedication to service, excellence in customer care and the handling of our clients. Our customers depend on us to locate and hire for them the best and the brightest!

We ask that you complete an assignment once you start it or notify us if there is a physical or other reason you cannot complete your assignment. Please do not just walk off a job without contacting the recruiter who placed you. If you cannot complete the full day of your assignment, you are required to contact OnTime Labor and inform us of the issue so we can properly notify our customer.

Failure to properly notify OnTime Labor prior to leaving an assignment will be consider to a "Walk-off without Notification" and can result in the following actions:

- 1. The employee's wages for the hours on day of the "Walk-off without Notification" can be reduced to the State Minimum Wage for their hours.**
- 2. If the "Walk-off without Notification" results in an incomplete timecard for the day in question and if either the Start Time and/or the End Time cannot be verified for the day, the employee may not be paid for any hours on the day in question.**

I have read and understand this Completion Pledge. I further understand that event that I Walk-off without Notification from an assignment Ontime Labor may at its discretion reduce my wages to the State Minimum Wage for my hours on that day or if my hours cannot be verified, I may not be paid for any hours on that day.

I understand and acknowledge that a) a copy of this Employee Information Packet is available at www.ontimelabor.com/employees or in my Employee Portal Login, b) that the Non-Discrimination/Anti-Harassment Policy will be posted in OnTime Labor's offices, and c) a copy of this Employee Packet policies is available upon request.