



Orientation Forms

- ☐ Acknowledgement of Handbook.....Sign and Hand in
- ☐ Application.....Sign and Hand in
- ☐ W-4..... Sign and Hand in
- ☐ I-9 Form..... Sign and Hand in
- ☐ Drug Policy Form.....Sign and Hand in
- ☐ Authorization Background CheckSign and Hand in
- ☐ Wage Deduction Agreement.....Sign and Hand in
- ☐ Copy of Social Security Card..... Hand in
- ☐ Copy of ID or Driver's License..... Hand in



ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

This Employee Handbook contains important information about HARDY & HARDY INC, hereafter called the "Company" and I understand that I should consult the owner, Reginald W. Hardy Sr. or Jr. regarding any questions not answered in the handbook. I have entered my employment relationship with the Company voluntarily and understand that there is no specified length of employment. Accordingly, either the Company or I can terminate the relationship at will, at any time, with or without cause, and with or without notice.

I understand and agree that no person other than the president/vice president may enter into an employment agreement for any specified period or make any agreement contrary to the Company's stated employment-at-will policy.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur, except to the Company's policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the president/vice president of the Company can adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor or the president/vice president any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. I further agree that if I remain with the Company following any modifications to the handbook, I thereby accept and agree to such changes.

I have received a copy of the Company's Employee Handbook on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign this Acknowledgment of Receipt, retain one copy for myself, and return the original to the Company's representative listed below on the date specified. I understand that this form will be retained in my personnel file.

Signature of Employee

Date

Employee's Name - Printed

Company Representative

Date

AUTHORIZATION FOR BACKGROUND CHECK

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, _____, hereby authorize HARDY & HARDY INC. to investigate my background and qualifications for purposes of evaluating whether I am qualified for the position for which I am applying. I understand that HARDY & HARDY INC. will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I also understand that I may withhold my permission and that in such a case, no investigation will be done, and my application for employment will not be processed further.

Signature of Employee Date

Employee's Name - Printed

DRUG AND/OR ALCOHOL TESTING CONSENT FORM

I hereby agree, upon a request made under the drug/alcohol testing policy of HARDY & HARDY INC., to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have HARDY & HARDY INC. and/or its company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to HARDY & HARDY INC. and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize HARDY & HARDY INC. to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I will hold harmless HARDY & HARDY INC, its company physician, and any testing laboratory HARDY & HARDY INC. might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if HARDY & HARDY INC. or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless HARDY & HARDY INC., its company physician, and any testing laboratory HARDY & HARDY INC. might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, if the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT HARDY & HARDY INC. WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT.

Signature of Employee Date

Employee's Name – Printed

Company Representative Date

WAGE DEDUCTION AUTHORIZATION AGREEMENT

I understand and agree that my employer, HARDY & HARDY INC., may deduct money from my pay from time to time for reasons that fall into the following categories:

My share of the premiums for the Company's group medical/dental plan;

Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the Company.

Installment payments on loans, store credit, or wage advances given to me by the Company, including the value of merchandise that I purchase or have purchased on my employee charge account, and if there is a balance remaining when I leave the Company, the balance of such loans, store credit, or advances;

If I receive an overpayment of wages for any reason, repayment to the Company of such overpayments.

The cost to the Company of personal long-distance calls I may make on Company phones or on Company accounts, of personal faxes sent by me using Company equipment or Company accounts, or of non-work-related access to the Internet or other computer networks by me using Company equipment or Company accounts.

The cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the Company during my employment.

The cost of Company uniforms and of cleaning the uniforms.

The reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by the Company in connection with my employment.

Administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws.

If I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from the Company before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered.

The value of any time off for absences to which paid leave is not applied (non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day at a time and if my employer pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under the applicable Company benefit plan, the amount of such payments made by the Company, such payments being an advance of future wages payable to me.

I agree that the Company may deduct money from my pay under the above circumstances, or if any of the above situations occur.

Signature of Employee Date

Employee's Name – Printed

Company Representative Date

DRIVER POLICY

Employees assigned to driving duties ("drivers") must always meet the following criteria:

- Drivers must have a current, valid driver's license for the state in which the employee performs his or her driving duties; and
- Drivers must maintain a clean driving record, i.e., must remain insurable under our company's liability insurance policy.

Any employee driving a Company vehicle or driving on Company business must observe all safety, traffic, and criminal laws of this state. **Each one of our fleet are equipped with on board GPS tracking devices to help manage our fleet. Drivers are to remain on route throughout their shift and will be subject to termination if outside the route area. Each vehicle is equipped with digital cameras to document assignments and concerns.** No driver may consume alcohol while driving a Company vehicle, while on Company business, while in a Company vehicle, or prior to the employee's shift if such consumption would result in a detectable amount of alcohol being present in the employee's system while on duty. No driver may pick up or transport non-employees while in a Company vehicle or on Company business, unless there is a work-related need to do so. Any illegal, dangerous, or other conduct while driving that would tend to place the lives or property of others at risk is prohibited.

Any driver who receives a traffic citation from or is arrested by a law enforcement officer, or who is involved in any kind of accident while driving, must inform an appropriate supervisor about the incident immediately or as soon as possible thereafter. Any penalty, fine, imprisonment, fee, or other adverse action imposed by a court in connection with such an incident must be reported immediately to an appropriate supervisor. In both above situations, the matter will be reported to the Company's insurance carrier so that a prompt decision on continued coverage of the employee can be made.

Any employee who violates any part of this policy, or who becomes uninsurable as a driver, will be subject to reassignment and/or disciplinary action, up to and possibly including termination from employment.

ATTENDANCE POLICY

The Company expects all employees to conduct themselves in a professional manner during their employment. This includes practicing good attendance habits. All employees should regard coming to work on time, working their shift as scheduled, and leaving at the scheduled time as essential functions of their jobs, i.e., good attendance habits form an integral part of every employee's job description.

Among other things, "good attendance habits" mean the following:

- appearing for work no sooner than 5 minutes prior to the start of the shift and no later than the start of the shift;
- being at your work station ready for work by the start of the shift;
- remaining at your work station unless the needs of the job require being elsewhere, except during authorized breaks (including restroom breaks);
- taking only the time normally allowed for breaks;
- remaining at work during your entire shift, unless excused by a supervisor;
- not leaving work until the scheduled end of your shift, unless excused by a supervisor;
- leaving promptly at the end of your shift, unless you have been given advance permission from your supervisor to work past that point; and
- calling in and personally notifying your supervisor or another member of management if you are going to be either absent or tardy, unless a verifiable emergency makes it impossible for you to do so

Notice of Absence or Tardiness

Under some circumstances, absence or tardiness on your part may be excused, but only if you give proper

notice of such a problem before the start of your shift. The Company needs notice of attendance problems so that other arrangements can be made to cover your absence, if necessary. "Proper notice" means that you call the Company at (713)557-0781 minimum of four (4) hours before the start of your shift and personally notify your supervisor or another member of management about the problem, unless a verifiable emergency makes it impossible for you to do so. It is not sufficient to call in and leave a message with a coworker or someone else that is not in a supervisory position. Office staff has been instructed to route all such calls to supervisory personnel. All supervisors and managers have been advised to make themselves available to take calls such as these, so there should be no reason to worry that you will not be able to reach an appropriate person to advise of your attendance problem. Similarly, the Company's telephone system has been set up to allow your calls to go through promptly and to not route you to an answering machine during working hours. If you fail to give proper notice of attendance problems in advance as explained in this policy, you may be subject to disciplinary action, up to and possibly including discharge.

If you are absent without notice for two days in a row, you will be considered as having abandoned your job, and the Company will process your work separation as a voluntary resignation on your part.

DRUG-FREE WORKPLACE POLICY

It is the purpose of HARDY & HARDY INC. to help provide a safe and drug-free work environment for our clients and our employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of HARDY & HARDY INC.

The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the HARDY & HARDY INC.'s reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from HARDY & HARDY INC. or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the HARDY & HARDY INC.'s reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

HARDY & HARDY will conduct drug testing under any of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug testing at any interval determined HARDY & HARDY INC.
- **FOR CAUSE TESTING:** HARDY & HARDY INC. may ask an employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the

accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

MEDICAL INFORMATION CONFIDENTIALITY POLICY

The Company strives to protect the privacy of its employees' medical information to the greatest possible extent. To that end, we provide the following guidelines regarding the confidentiality of medical information:

Any medical information concerning employees will be maintained in separate, confidential medical files apart from regular personnel records. Only authorized employees may ever have access to such files.

Employees are hereby notified that medical information concerning employees is absolutely confidential under state and federal laws and may not be discussed at any time with any person under any circumstances, unless an employee needs to do so in order to carry out his or her job duties, or unless the person discussing the information is talking with the subject of the information at that person's invitation. If an employee is concerned about a possible medical condition on the part of a coworker, the employee must not discuss such concern with anyone other than [designate the person to whom such concerns should be brought].

Any employee who is found to have discussed medical information about another employee with anyone else in violation of this policy, or who is found to have released such information without authorization, will be subject to severe disciplinary action, up to and possibly including immediate termination from employment. In addition, state and federal laws may subject such an employee to both civil and criminal action in a court of law.

LIMITATIONS ON LEAVES OF ABSENCE

Except for leaves of absence for military duty, no leave of absence, by itself or in combination with other periods of leave, may last longer than six months. Any employee, who for any reason or combination of reasons misses a total of six months of work in a twelve-month period, or a total of nine months of work in an eighteen-month period, will be separated from employment due to unavailability for work. Any employee so separated will be eligible for rehire and will be able to apply for any vacancies that may exist at any given time, depending upon qualifications and availability of job openings

PERSONNEL FILES POLICY

The Company keeps certain records relating to your employment in a personnel file. The documents contained within that file are the property of the Company and must be maintained for government and Company record keeping purposes. Some employment records are kept in separate files, such as records relating to medical conditions and leave, records relating to investigations, and records relating to I-9 requirements. All files connected with an employee are considered strictly confidential, and access will be limited only to those who have a job-related need to know the information and who have been authorized to see the file in question.

If an employee wishes to view the contents of his or her personnel file, the employee should report during off-duty time or, with permission from his or her immediate supervisor, during work time to the Human Resources office and file a written request with the records clerk or other designated individual. The clerk will verify your identity and show you to a table where you can view the contents of the file. If you would like to get a copy of a

company record relating to your employment, you should let the clerk know which document(s) need to be copied. Copies are ten cents apiece, payable in advance.

You may not take or alter any document found within your personnel file. If you disagree with one of the documents, you may ask the Human Resources Manager for permission to add a document containing your comments regarding the document with which you disagree. Both at and following the time you separate from employment, you may make copies of documents in your personnel file if you wish. Copying of such documents should be arranged with the Human Resources office and will cost ten cents per copy, payable in advance. Your personnel file will be maintained in company archives in accordance with all applicable legal requirements.

SEARCHES

The Company reserves the right to conduct searches to monitor compliance with rules concerning safety of employees, security of company and individual property, drugs and alcohol, and possession of other prohibited items. "Prohibited items" includes illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription, weapons, any items of an obscene, harassing, demeaning, or violent nature, and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. "Control" means knowing where a item is, having placed an item where it is currently located, or having any influence over its continued placement. In addition to Company premises, the Company may search employees, their work areas, lockers, personal vehicles if driven or parked on company property, and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. In requesting a search, the Company is by no means accusing anyone of theft, some other crime, or any other variety of improper conduct.

There is no general or specific expectation of privacy in the workplace of HARDY & HARDY INC., either on the premises of the Company or while on duty. In general, employees should assume that what they do while on duty or on the company premises is not private. All employees and all of the areas listed above are subject to search at any time; if an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, the Company will either furnish the lock and keep a copy of the key or combination, or else allow the employee to furnish a personal lock, but the employee must give the company a copy of the key or combination. The areas in question may be searched at any time, with or without the employee being present. As a rule, except for items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he or she would not be prepared to show and possibly turn over to Company officials and/or law enforcement authorities.

All employees of HARDY & HARDY INC. are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending upon the situation. Searches may be done on a random basis or based upon reasonable suspicion. "Reasonable suspicion" means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined above. Any search under this policy will be done in a manner protecting employees' privacy, confidentiality, and personal dignity to the greatest extent possible. The Company will respond severely to any unauthorized release of information concerning individual employees (for more details, see the policy on "Confidentiality").

No employee will ever be physically forced to submit to a search. However, an employee who refuses to submit to a search request from the Company will face disciplinary action, up to and possibly including immediate termination of employment.

The Company maintains a smoke- and tobacco-free office. No smoking or other use of tobacco products (including, but not limited to, pipes, cigars, snuff, or chewing tobacco) is permitted in any part of the building or in vehicles owned, leased, or rented by the Company. Employees may smoke outside in designated areas during breaks. When smoking or otherwise using tobacco products outside, do not leave cigarette butts or other

traces of litter or tobacco use on the ground or anywhere else. No additional breaks beyond those allowed under the Company's break policy may be taken for using tobacco products. Dispose of any litter properly in the receptacles provided for that purpose.

Please remember to conform to the smoking or tobacco use policies of our customers when working at a customer's site.

All employees are expected to abide by this policy in all respects while at work, whether on company premises, at a customer's site, or in vehicles owned, leased, or rented by the company. Being permitted to use tobacco products during breaks is a privilege. If that privilege is abused, it may be withdrawn altogether.

AIDS

The company will maintain in the strictest confidence all medical records of any employee with this disability. Employers should be aware of laws relating to persons with AIDS or those who are HIV positive. These individuals are considered disabled under both Texas and federal laws, and as such, are members of a protected class under anti-discrimination laws.

Among the work force, the most common misperception about AIDS is the fear of casual transmission. AIDS is not casually transmitted.

According to the United States Surgeon General's Report, AIDS is not transmitted by:

- Coughing
- Sneezing
- Shaking hands
- Mosquito or insect bites
- Sharing office supplies
- Drinking from the same cup
- Sharing rest room facilities
- Casual contact
- Utensils, food
- Tools, machinery
- Telephones
- Office equipment
- Air
- Water

The typical business setting, excluding health care industries, poses no measurable risk for the contraction of the AIDS virus. According to all medical authorities, including the Surgeon General, AIDS is contracted by:

- Intimate sexual contact
- Exchange of blood products
- Mother-to-infant contact during pregnancy or delivery.

Keep the most current medical information on AIDS available for employees. Local health departments can provide printed materials and will provide resources.

Employers should be extremely careful about confidentiality in this area. Employees revealing, disclosing, discussing, or otherwise communicating any information about the communicable diseases of third parties without authorization could subject them to both civil and criminal liability under Texas laws.

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Benefits

- Employees are entitled to time and a half for any time over 40 hours. Time is computed from the first of

every month through the fifteenth and the sixteenth to the end of every month. All time cards must be signed by the supervisor and the employee. Time cards not signed will be paid the first payday after a original signature. Paydays are on the fifth and twentieth of every month. All employees will be notified of any additional benefits and this handbook will be amended. HARDY & HARDY INC. does not offer any compensation for sick time, vacation or leaves of absences. The Company also carries State required Workers Compensation Insurance. Employers should understand that unemployment insurance is a benefit granted to all employees who are out of work through no fault of their own. The law will not recognize any agreement to forfeit rights to unemployment.

Compensation

- Regularly scheduled paydays. 5th and 20th every month at 3:00. The company will try and issue all payroll checks before any payday that falls on a holiday. Employee must check with the office or with their supervisor.
- You must clock in for yourself only. Missed clock in or outs will be paid on the next pay period unless you bring such mistake to the attention of your supervisor in 3 days before pay day.
- Time cards may reflect 2 days if you clocked in on one day and out the next day.
- The Company will deduct all require monies as required by law. Examples of these deductions are Social Security, Federal Income Tax, and Medical
- The policy for distributing payroll checks to friends or relatives are as followed Such distribution must be designated by the employee in writing.
- Explain the company's policy on bonuses or other non-salary payments.
- The policy on overtime compensation is as followed:
 - Who is eligible? All employees that work over forty (40) hours in a single week
 - Advance permission or authorization is required. No work shall be started without the consent of the employee's supervisor.
 - Overtime will only be permitted in emergency situations.
 - Workers should report any additional hours in the "Overtime" column on their timecard.

The company will pay an absent employee on a regular business day at the employee's request.

The company will pay a discharged employee in full no later than the sixth day after discharge, and other employees who leave no later than the next scheduled payday.

The company will pay wages by check negotiable on demand.

Send wages by registered mail to arrive by payday or deliver wages to employees at work unless a written employee agreement states otherwise.

The company will not deduct from an employee's wages unless ordered by a court, authorized by law, or authorized for a lawful purpose in writing by the employee.

The company will comply on time with all orders of the TWC and courts on payment or wages, penalties and bonds.

The company has posted at its office the required Texas Payday Law poster notifying employees where complaints can be filed if there is ever a dispute over a paycheck.

Conflict of Interest

- The Company expects employee loyalty.
- Regular and full-time employees must devote their full attention to the company during working hours.
- Employees are obligated to avoid activities or interests which conflict with the interests of the company.

- Potential employees must disclose potential conflicts in advance of being hired.

Employees owe employers loyalty and should avoid any personal interest that might conflict with the interests of the company. Employers have a right to implement some restrictions in this area. Such requirements will be reasonable.

Additional employment will not be an excuse for tardiness or absences. HARDY & HARDY INC. MUST be considered the employee's primary employer.

And, the policy may prohibit outside activities that interfere with an employer's business or with an employee's work performance.

Disciplinary Policies

- Thefts and No Call/No Show will result in immediate dismissal.
- Excessive tardiness and poor work performance may result in disciplinary action. Additions, modifications or deletions may be added to the policy at any time.
- The conduct outlined is not an exhaustive list.
- First incidents will require a written warning signed by both the company representative and the employee. The second incident will be grounds for possible termination. Each case will be judged on a case by case basis.
- The employee will be set up with a conference with their supervisor to go over the details of the incident. This conference may take place at the company office or the employees work site.
- The employee has the right to appeal any decisions directly to Company president with a written notice. This appeal must be in writing and delivered by certified mail to

HARDY & HARDY INC.

P. O. BOX 769

Sugar Land, TX. 77487

Attn: R. W. Hardy Sr.

- All disciplinary action will be documented in writing by the company in the employees' personnel files. It is mandatory that both employee and supervisor sign counseling documentation.
- Employees have the rights to have their own written accounts of incidents included in their personnel files.
- Employees may be terminated with no notice if the misconduct is severe enough. It is a violation of this policy to commit any act, or fail to perform an action, if such act or failure to perform an act would constitute mismanagement of a position of employment by action or inaction, neglect that jeopardizes the life or property of another, intentional wrongdoing or malfeasance, intentional violation of a law, or violation of a policy or rule adopted to ensure the orderly work and the safety of employees at HARDY & HARDY INC.

An employee "Bill of Rights" should allow for due process, that is, notice of the infraction and an opportunity to be heard. Include the following:

- Notice - Employees can expect to be advised about misconduct and/or dissatisfaction from their supervisor.
- Opportunity to be heard - The Company will give all employees a chance to explain a situation.
- Corroboration - The company will investigate, examine the evidence and check the facts as they are explained.
- Action - The company will make sure the punishment fits the crime.

- Appeals - Reginald W. Hardy Sr. will answer all appeals and all decisions are final.

The company will have a graduated system of punishment. Unless an offense requires immediate dismissal, employer will give warnings and reprimands. Graduated systems of punishment can include variations of:

- Employee counseling or verbal reprimand
- Written reprimand
- Administrative probation
- Final written warning
- Dismissal

Any time the company disciplines an employee, care will be taken to document the entire process.

Memos to be placed in the employee's personnel file will be signed by the employee. If the employee is unwilling to sign a counseling document, the company will have a third-party witness that the employee has refused to sign the document and then have the witness sign it instead.

- The company will make a record immediately following the incident.
- The company will document everything. "When in doubt, write it out!"
- The company will relate the incident to the company manual, policies and procedures.
- The company will not be vindictive or retaliatory. Disciplinary action will not be a character assassination. The issue will be focused on work-related matters.
- The company will do everything in its power to get the employee's side of the story in writing.
 - The employees have the right to document their own versions of any counseling session or incidents. The company will put them in the employee's personnel files.

General Rules

The company has certain rules of decorum to ensure mutual respect and courtesy among employees. These codes of conduct are briefly covered in the handbook.

Topics most frequently discussed include:

- Company credit cards are solely for company use and will result in **termination for personal use or misuse.**
- Company expense accounts must only be used for company purchases.
- Office hours are Monday- Friday 9am -5pm.
- Customer relations are very important to the company's survival and for that reason no employee will be allowed to disrespect any of the company's customers. Any disrespect could result in termination.
- All employees are required to be in full uniform and safety wear prior to the start of their shift. Company uniforms consist of a t-shirt and hat with the HARDY & HARDY INC. logo. Other safety wear could include goggles, hard hat, class II safety vest, boots, and any other additional wear.
- The Company requires professional courtesy and consideration always
- Any supplies or material purchased by any employee will be reimbursed with the submission of an original receipt.
- Safety rules must be observed at all time while on duty.
- Seniority is not considered when making considerations for raises or available positions.
- HARDY & HARDY INC. is a non-smoking company. No smoking on company premises or vehicles. (Subject to local ordinance)
- Employees are encouraged to submit suggestion directly to their supervisor.

- All employee will be contacted if weather emergencies arise. All employees will be given specific instructions and contact information. The employee is required to contact their supervisor as soon as the weather emergency subsides.
- Behavior by employees when representing the company "off-site" is also very important. It is important that an employee wearing any company apparel and logo conduct themselves in a professional manner whether on duty or off. Any rude or unprofessional behavior, whether on duty or off, can be cause for termination

LEAVE

- The Company provides military leave with out pay to regular, full-time or part time employees.
- The Company complies with Texas law with respect to job reinstatement.
- An employee must notify the employer immediately when called to active duty. Notice should include anticipated duration of service and when the employee expects to return to work.

Jury Duty

- The Company recognizes leave to serve on state and federal juries.
- State that the company complies with federal and Texas laws with respect to reinstatement when jury service is complete.
- Employee called for jury service must immediately notify the company.
- All employees are expected to return to work immediately after the case concludes or the court recesses for the day if there is a reasonable amount of time remaining in the work day.

Funeral Leave

- The Company allows for three day leave without pay for all employees funeral leave.
- These family relationships qualify for funeral leave. Father, Mother, Sibling, child, or grand parent. In-laws or distant relative are not entitled to this leave.
- The employee must notify the company as soon as possible in the case of a death in the family.

Personal Leave

- HARDY & HARDY INC. provides personal leave.
- Personal Leave is any issue related to the employee`s family, household or transportation.
- Written notice to your supervisor is required. Personal leave is only allowed for up to 7 days.

Medical Leave

- The company offers prolonged medical leave or absence.
- Sick leave is 1-2 days and Medical leave is up to 7 days.
- Sick leave or Medical leave is without pay.
- Verification of the disability is required and proof must be from the employees doctor.
- Employees must return to work with a proper work release from your doctor. If the employee does not return or have extended permission, you will be considered a No Call/No Show and may be terminated. The employee may have to be reassigned to a different position upon return because their past position had to be filled.

Family and Medical Leave (FMLA Leave)

- The company does not more than 50 employees stationed within 75 miles of each other, therefore the company is not subject to the federal leave.

Vacation and Sick Leave

- Employees are not entitled to sick pay

- All employees that are out for 2 consecutive days must provide a return to work notice from their doctor.
- Vacation Leave
- Employees are not entitled to any vacation leave.

Termination

- HARDY & HARDY INC. may terminate at-will.
- There is a 30-day probation period.
- Immediate termination will result if caught sleeping, stealing, drinking, drugs, or harassment of any kind. These are some example of reasons that an employee may be immediately terminated.
- Tardiness, uniforms, and work performance may call for warnings first. The lists are examples only and not exhaustive.
- Employee may leave voluntarily with a 7-day notice and involuntary discharged for violating any company policy.
- Terminated employees can expect to receive a final paycheck on the next payday after termination.

Texas is an "employment at will" state. That means that employers may terminate employees at any time for any legal reason or for no reason at all.

Texas include:

- Discrimination: Employers may not retaliate against employees for filing a claim for discrimination based on race, color, religion, age, sex, national origin or disability.
- Workers' Compensation: Employees may not be fired for filing workers' compensation claims.
- Union Membership: Employees may not be punished or fired based on union membership.
- Jury Duty: Employers may not terminate an employee who is called for jury service.
- Military Service: Employers called to active duty are protected from dismissal.
- Child Support: Employers may not discharge employees who have court orders to pay child support via deductions from their paychecks.
- Abuse: (specific to nursing homes) Employees may not be punished or fired for reporting client abuse or neglect in a nursing home.
- Hazardous Conditions: Employees may not be discharged for reporting violations in handling of hazardous chemicals.

This company policy manual should make clear that the guidelines are simply general policies and are not binding promises of guaranteed employment.

Employees have the right to an appeal meeting in person, by email or telephone to the owner directly at

Office: 713-557-0781 or Email: rhardysr@hardyandhardy.com

Before Termination HARDY & HARDY INC. will:

- Make sure the company policy has been established and communicated to employees.
- Investigate fully the incident leading to termination.
- Give the employee notice of the infraction and provide an opportunity for the person to explain or provide contradictory facts or evidence.
- Document the investigation process and all conferences with the employee.
- Make all decisions regarding termination on objective facts. Avoid subjectivity.
- Follow the disciplinary procedure. Do not by pass certain prerequisite punishments.

When Firing

- The company will conduct an exit interview and provide the employee with a written memo explaining the reasons for termination. Avoid using subjective reasons. Stick to concrete facts and clear violations of company policy.

- Obtain the employee's signature on a copy of the memo and give the employee a copy. If the employee refuses to sign it, have a witness sign.
- Texas employers currently have no legal obligation to give employees specific reasons for termination, orally or in writing.
- Advise the employee when the final paycheck will be issued. Texas employers are required to pay fired employees not later than the sixth day after termination. Employees who quit should be paid by the next regularly-scheduled payday

Trade Secrets

- No trade secrets shall be shared with anyone outside of HARDY & HARDY INC. Immediate termination will apply.
- Trade secrets include but are not limited to bidding process, procedures, or policies.
- The unauthorized taking, copying, or communication of the company's trade secrets constitutes a third-degree felony. HARDY & HARDY INC. WILL PROSECUTE!
- The company's policy requires employees to sign an Acknowledgment of Confidentiality or a Confidentiality Agreement.
- The company policy for violations of the Acknowledgment of Confidentiality or Confidentiality Agreement, includes the company's right to seek immediate legal action, injunctive relief, money damages or criminal prosecution.
- All company information must be get permission from the owner to gain access to and use of confidential information or trade secrets.

Employees who leave the company, whether voluntarily or involuntarily, could pose a threat to former employers if they join competitors or form competing businesses. There is always the risk that employees will attempt to divert business away from the company. To combat this problem, HARDY & HARDY INC. has employment agreements containing restrictive covenants.

(Note: non-competition agreements connected with the sale of a business, as

It is unfair competition to steal, copy, transmit, or otherwise communicate HARDY & HARDY INC. employer's trade secret information.

A trade secret is defined as "the whole or any part of any scientific or technical information, design, process, procedure, formula, or improvement that has value and that the owner has taken measures to prevent from becoming available to persons other than those selected by the owner to have access for limited purposes." The hallmarks of a trade secret are that the information or device is not readily available to the public and cannot be duplicated without great expense and time.

Company Uniform Policy

1. **Must be in uniform to work. Uniform consist of company shirt, tan khaki long or short pants with belt. Steel toe boots or tennis. Regular tennis or boots can be worn on non-hazardous job sites. White socks must be worn always. These socks must be seen over tennis or boots. Safety glasses or gargles on all hazardous or pressure washing jobs. Need not be worn on routine cleaning, watering, or trash pick -up. Hard hats must be worn always. Safety vest must be worn always. NO sagging pants. NO smelly shirts. You represent HARDY & HARDY INC. and we must be in proper uniform when working. Workers may come in early and change into uniform, but you must be in uniform at the start of every shift. Company ID Tag must be worn at all time when on company time. If worn or lost, report to foreman and he will see that you get another one. Lost ID cost \$5.00 to replace. Worn ID will be replaced free.**

General Policy

1. **NO sleeping on the job. Most of our work is done at night. This requires a sharp alert worker. Get plenty of rest prior to arriving to work. No sleeping will be tolerated on company time. This will be grounds for immediate termination.**
2. Late workers over 15 minutes will be left and crews will proceed to work area.

Disclaimers

- This company handbook is meant to set policy and is to be used only as a guideline.
- This handbook is not intended to imply any contract or contractual rights.
- The company reserves the right to change or modify the contents of the handbook at any time without prior notice to employees.
- Reginald W. Hardy Sr. or Jr. are the only person's authority to modify the handbook and the company specifically exclude all others.

This handbook does not constitute a contract or promise of employment. The policies appearing in this handbook are not intended to create a contract, nor should they imply any kind of contractual obligation. Nothing in this handbook should be viewed as a guarantee that employment or any policy, program, or benefit will be continued for any specified or unspecified period. Any provision appearing in this handbook may be modified or discontinued at any time at the sole discretion of the Company.