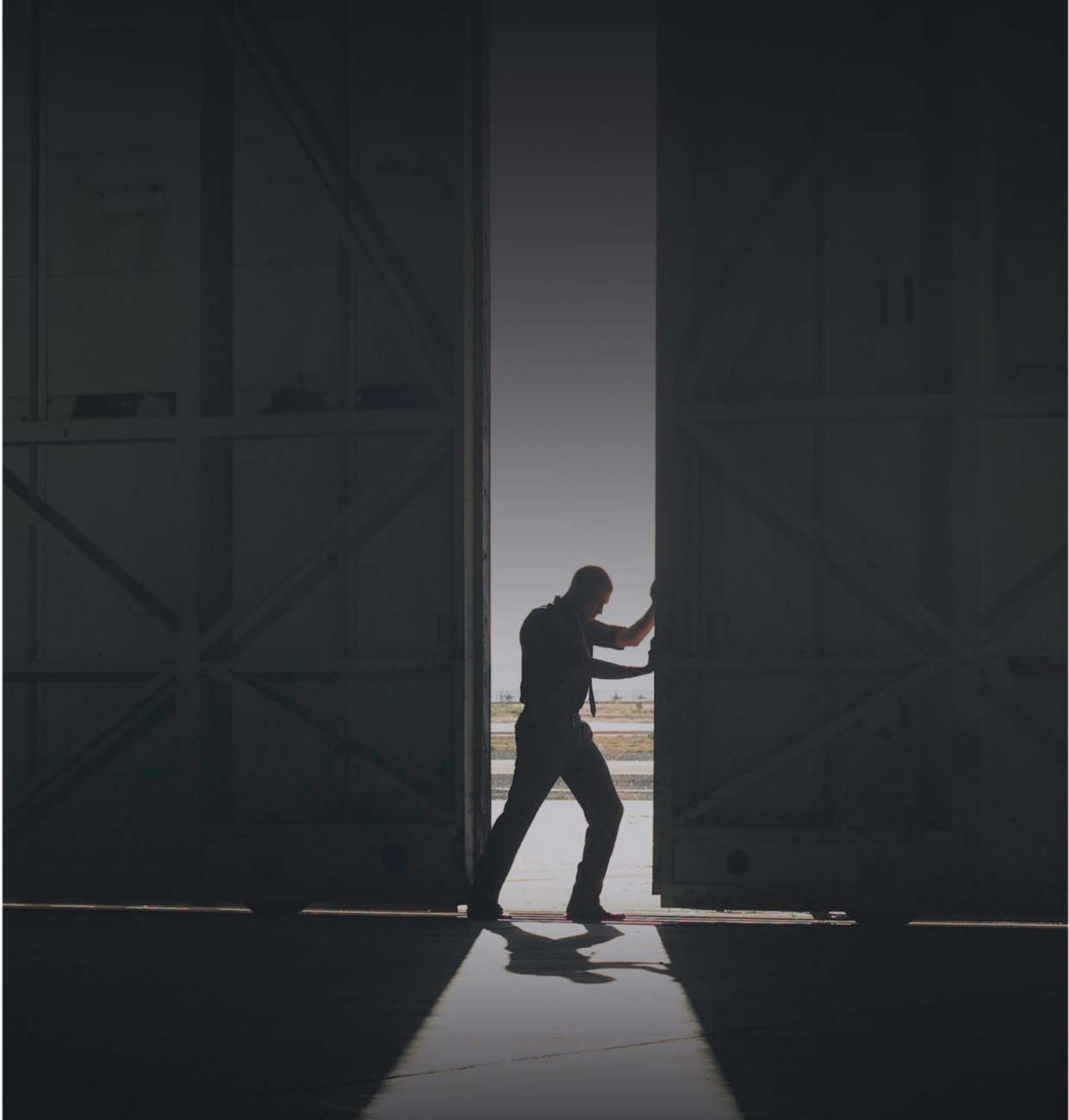




QUESTCO

EMPLOYEE HANDBOOK



Work-Related Injuries

Being injured on the job is an unfortunate event and a challenge for everyone involved. Returning to work healthy and productive is your goal and ours. The Claims Team at Oquestco is here to help. We are experienced adjusters who act as your advocate. We can help you with reporting requirements, medical appointments, referrals, and getting through any number of hurdles you face when an injury occurs. We are available 24/7 to assist you. You are never alone.

Benefits Administration

The Benefits Department is here to assist you with questions or issues regarding your benefits, including 401 (k), health insurance, dental, vision, life and other ancillary benefits. We can answer questions regarding available benefit plans and when you are eligible to enroll.

Human Resources

The Human Resources Department is here to assist you with questions or concerns you may have about your employment that your immediate supervisor may not be able to answer. Feel free to check with us if there is anything in your handbook you want clarification on or if you have any suggestions.

The Payroll Department

The Payroll Department can assist you with any questions you may have from rates of pay to deductions that come out of your pay. The payroll department is made up of experienced payroll representatives who can answer your concerns or point you in the right direction to get you the help you need. We understand that your income is very important to you and it is to us as well. We are committed to handling your compensation accurately and efficiently.

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Section 1: Introduction

Questco's Limited Role as a Professional Employer Organization: Your worksite employer has hired one of the Questco Companies (for ease, "Questco") as its professional employer organization, giving you access to benefits and resources beyond those available to your worksite employer on its own. Questco, USA Staffing, Emergent and Alt-Source are, for example, all specific members of Questco.

Your worksite employer and Questco are your co-employers. Depending upon business needs, your worksite employer may move to another of the Questco Companies; everything in this handbook applies to co-employees of all Questco Companies.

Questco administers your payroll, any applicable insurance and workers' compensation benefits, unemployment benefits and taxes. Questco assumes responsibility for paying your wages, and paying and collecting payroll taxes, and provides consulting services in matters of safety.

Your worksite employer alone is responsible to direct your work as needed to run its business, produce goods or services, discharge fiduciary duties and comply with licensure, regulatory or statutory requirements, as well as paying commissions, bonuses and fringe benefits such as paid time off. Questco has no control over those matters.

Questco is a professional employer organization (PEO) licensed by the State of Texas. Any infractions of rules may be reported to the Texas Department of Licensing and Regulation at:

P.O. Box 12157 • Austin, TX 78711 • (800) 803-9202

Upon separation, every employee must – within 24 hours – contact Questco at (800-256-7823) to discuss reassignment eligibility. If you must leave a voicemail, please leave your name, telephone number, and the name of the worksite employer from whom you have separated. A representative from Questco's department will return your call. Once you have spoken to a representative, you will be issued a code as proof that you reported for potential reassignment. Failure to report upon separation may result in denial of unemployment benefits to which you may otherwise be entitled, per Texas Labor Code Section 207.045.

First Things First: You should know what your worksite employer and Questco offer their co-employees and expect of them. Although you will find general information about your worksite employer's personnel policies in this employee handbook, it may not answer all of your questions. When the handbook does not fully answer your question, please ask your supervisor or Questco's HR department. They can be contacted at: (800) 256-7823.

The policies in this employee handbook are not a binding employment contract. Instead, the handbook gives only general guidelines. This current version of the employee handbook supersedes all earlier versions. The policies in this handbook may change occasionally and without advance notice – except for the arbitration policy which can be revised or eliminated only on ten days' advance notice, and any such changes will apply only to disputes that arise after the effective date of any announced changes. Your worksite employer has the sole discretion to decide on the final interpretation and specific application of the employee handbook's policies.

Your worksite employer may employ people in different states, so the laws of the state where an employee is based will typically govern terms of employment, unless a more favorable provision is agreed to by your worksite employer in writing. Any statements in this employee handbook conflicting with the applicable state law that governs a particular employee will not apply to that employee. Finally, nothing in this employee handbook should be understood to mean that any employee has rights under federal, state or local laws that do not apply to your worksite employer or the particular employee.

Your worksite employer may provide you with an employee handbook that will cover policies specific to its worksite. That handbook should be used along with – not instead of – this employee handbook.

Section 2: Terms of Employment

The Company is committed to workplace policies and practices that comply with all applicable federal, state and local laws. This main Employee Handbook sets forth some of those policies and practices, but cannot contemplate every possibly situation. Any time that the law in the jurisdiction where you work is more favorable than the federal law, or the policies or practices set forth in this Handbook, those local laws will apply to you. If you have any questions about those differences, please contact Questco Human Resource at hr@questco.net.

At-Will Employment (if applicable in your state): All employment with your worksite employer or Questco is "at-will." Either you or your worksite employer may end your employment at any time, with or without advance notice and for any reason or no reason at all. This employee handbook does not guarantee employment for any certain period of time. Your worksite employer also has the sole discretion to discipline, demote and change the terms of any employee's employment at any time, with or without advance notice and for any reason or no reason at all.

No manager, supervisor or representative other than your worksite employer's highest ranking executive has the authority to guarantee employment for any certain period of time or to make any promises or agreements contrary to this at-will employment policy. Further, that executive can alter the at-will status of your employment only in a written agreement signed by both you and the executive.

Classifications of Employment: Questco and your worksite employer break their co-employees into several different classifications to administer compensation and benefits.

"Full-time employees" are hired to regularly work at least 30 hours per workweek. These employees may be further categorized as "exempt" or "nonexempt" applicable minimum wage and from overtime pay requirements.

"Part-time employees" are hired to regularly work fewer than 30 hours per workweek. These employees may be further categorized as "exempt" or "nonexempt" from applicable minimum wage and overtime pay requirements.

"Non-exempt employees" are employees who work in positions that your worksite employer has determined are not exempt from applicable minimum wage and overtime pay requirements under state and federal law.

"Exempt employees" are employees who work in positions that your worksite employer has determined are exempt from applicable minimum wage and overtime pay requirements under state and federal law. An exempt employee's fixed salary represents payment for all hours he or she may be required to work in any given workweek, regardless of the actual number of hours worked. Exempt employees may work different hours in any given workweek. No additional payments will be generated simply for working more hours. Any deductions from an exempt employee's salary will be made in accordance with state and federal law.

If you have any questions about your employment classification or believe you are incorrectly classified, please contact your supervisor with your worksite employer or Questco's Payroll or HR department.

Section 3: Equal Employment Opportunity

Employment Without Discrimination: Your worksite employer and Questco provide equal employment opportunity without regard to race, color, sex (including pregnancy, childbirth and related medical conditions), sexual orientation, religion, national origin, age 40 and above, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws. This policy applies to all areas of employment—including recruitment, hiring, training, job assignment, compensation, benefits, promotion and termination. All employees are responsible for implementing this policy into the worksite's culture.

Reasonable Accommodations for Disability: Your worksite employer and Questco will make reasonable accommodations for a known physical or mental limitation of an otherwise qualified individual with a disability, unless it imposes an undue hardship on the business and / or would pose a direct threat to the health and / or safety of the individual or others. If you need an accommodation because of a physical or mental limitation, you must notify Questco's HR department and your immediate supervisor with your worksite employer.

Reasonable Accommodations for Religion: Your worksite employer and Questco will make reasonable accommodations for an employee's known, sincerely held religious belief, unless it imposes an undue hardship on the business. If you need an accommodation because of your religion, you must notify Questco's HR department and your immediate supervisor with your worksite employer.

Harassment: Your worksite employer and Questco strive to provide a workplace free of illegal harassment. This includes harassment based on race, color, national origin, religion, sex (including pregnancy, childbirth and related medical conditions), sexual orientation, age 40 and above, mental or physical disability, genetic information or any other basis prohibited by applicable federal, state or local laws. All employees, clients, vendors or anyone else doing business with your worksite employer must comply with this policy.

For example, prohibited harassment includes, but may not be limited to:

- Verbal or written conduct such as epithets, derogatory comments, abusive language, slurs or unwanted comments and jokes;
- Visual conduct such as making derogatory gestures or displaying derogatory objects, pictures, posters, or cartoons;
- Physical conduct such as assault, impeding or blocking movement, restraint, touching or any physical interference with normal work or movement;
- Threats or demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.

Sexual harassment includes any unwelcome advances, requests for sexual favors and any other verbal, visual, or physical conduct of a sexual nature, where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile or offensive work environment.

Words and gestures may sometimes be interpreted differently by different individuals. Each employee should understand that his or her behavior will be judged, in large part, by its effect upon others and not by his or her original intentions. Even a compliment about personal appearance, for example, may not be appropriate in the workplace if the compliment could be misinterpreted as sexual or discriminatory commentary or as an invitation to a more intimate relationship. Jokes with sexual or discriminatory content or overtones may be found offensive. Posting sexually explicit or discriminatory photographs, cartoons, pictures or posters may offend others who are exposed to them. In each case, the employee could offend another person without any intention of doing so. In some cases, a third person may overhear parts of a conversation and may be offended. Employees must carefully consider the impact their words and actions will have on others. Your worksite employer and Questco

reserve the right to take appropriate employment action, up to and including termination of employment, in response to inappropriate conduct in the workplace, whether or not such conduct is extreme enough to constitute a violation of the law.

Reporting Procedure: You must promptly report any incident of harassment or discrimination – whether or not you are the victim of it – to both your worksite employer's management team and Questco's HR department. Every employee of the Company is responsible to report discrimination and harassment. If the complaint involves a member of your worksite employer's management team, you must inform the highest ranking executive and / or report it to Questco's HR department.

Discrimination and harassment complaints do not have to be written and will be kept confidential to the fullest extent possible consistent with a thorough investigation. Your worksite employer, possibly working together with Questco, will investigate complaints reasonably promptly, then take appropriate action. If the harassment continues, you must promptly notify both your worksite employer's management team and Questco's HR department. If your worksite employer determines that an employee has engaged in harassment or discrimination, that employee will be subject to disciplinary action up to and including immediate termination. Harassment or discrimination by clients, vendors or other persons not employed by your worksite employer will be dealt with to the fullest extent practicable. If you are dissatisfied with the response to a complaint, you must promptly bring the complaint to the attention of your worksite employer's highest ranking executive. Any questions you may have about this policy should be directed to Questco's HR department.

Retaliation: Any person who believes he or she has been or is being subjected to harassment or discrimination, or who believes he or she has observed it, and who reports the matter in good faith under this policy will not be retaliated against or adversely treated. If you believe that you are being retaliated against, you must follow the reporting procedures for discrimination and harassment complaints set forth above.

False Reporting and Noncooperation: Making a report knowing it is false, or willfully disregarding its truth or accuracy, or engaging in any other bad faith use of the policy violates the policy. Refusal to cooperate in the investigation of a complaint is grounds for disciplinary action which could include termination of employment.

Commitment to Diversity: Questco is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at Questco and is an important principle of sound business of the worksite employer.

Section 4: Workplace Conduct and Discipline

Appropriate Conduct: We must all work together to reach our objectives. Realizing that, your worksite employer has established guidelines for its employees' conduct in the workplace. You must avoid inappropriate workplace conduct, including:

1. Reporting for work under the influence of alcohol, or the use of alcohol during regular working hours.
2. The use, sale or possession of a controlled substance on the job (other than personal use of a drug prescribed for you by a physician).
3. Refusing to take a drug test; testing positive for illegal drugs or alcohol.
4. The use of profanity or abusive or threatening language.
5. Assault or abuse of a physical, verbal, or otherwise nature toward clients, co-workers or any individuals at worksite; any act which might endanger or be reasonably perceived to endanger the safety, health, or well-being of others.
6. The illegal possession of firearms or other weapons on company premises.
7. Insubordination – refusal to follow a supervisor's directive or instruction concerning a job-related matter. Failing to sign a disciplinary warning is also considered insubordination.
8. Failure to observe working hours (includes lunch periods, break periods).
9. Excessive absence or tardiness.
10. Failure to properly notify supervisor of intended tardiness or absence.
11. Leaving company premises or job site during work hours for personal reasons without permission of supervisors / manager.
12. Theft or misuse of property of another employee, the company, clients, or visitors.
13. Performing unauthorized personal work on company time.

14. Misuse of overtime by working unscheduled time without authorization.
15. Unauthorized use or abuse of company telephone, internet, or other equipment for personal reasons.
16. Falsification of time records or any company records.
17. Illegal gambling on company premises.
18. Unsatisfactory job performance.
19. Failure to maintain acceptable motor vehicle record, for insurance requirements, if employed in a job requiring use of a motor vehicle.
20. Negligent or careless use of company property.
21. Sleeping on the job.
22. Smoking or Vaping in unauthorized areas or company vehicles.
23. Inability or failure to maintain satisfactory working relationships with co-workers or company representatives.
24. Disorderly conduct on company premises or job sites (running, horseplay, throwing articles, etc.)
25. Failure to report occupational injury promptly to supervisor.
26. Unauthorized soliciting in work areas during working times.
27. Failure to attend mandatory training programs and/or maintain certification where/when required.
28. Discussion of, or inappropriate release of information which breaches client, co-workers or company confidentiality.
29. Abuse of or failure to follow dress code policy.
30. The use of company or client information for personal gain, financially or otherwise.
31. Failure to wear personal protective equipment.
32. Failure to observe safety rules or common safety practices.
33. Failure to comply with published rules.

Drug and Alcohol-Free Workplace: Your worksite employer and Questco want a work environment free from misuse of drugs and alcohol, so we prohibit the use of certain substances.

"Prohibited substances" include alcohol, illegal drugs, prescription drugs taken without a prescription or not taken in accordance with the prescription, or synthetic substitutes for those substances. We strictly prohibit:

- The use, possession, solicitation or sale of prohibited substances while on your worksite employer's premises or performing any work assignments—except for the use or possession of alcohol at a worksite employer-sponsored and approved event;
- The use of prohibited substances at any time if it causes the employee's work performance to fall below acceptable standards, jeopardizes the safety of the employee or others or jeopardizes your worksite employer's reputation; and
- The presence of any detectable amount of prohibited substances in the employee's system while performing any work assignments or on your worksite employer's premises.

Drug and Alcohol Testing - You may be asked to submit to drug or alcohol testing as an integral part of the drug and alcohol-free workplace policy. We will strive to keep test results confidential to only those employees who have a business purpose for knowing. Please remember that we take our drug and alcohol-free workplace policy seriously and consider the failure or refusal to submit to a drug or alcohol test to be a disciplinary infraction which could result in termination of employment.

Consistent with applicable law and the worksite employer's operations, employees may be selected at random for drug or alcohol testing at any interval determined by your worksite employer in its sole discretion.

You may also be asked to submit to a drug or alcohol test at any time it appears that you may be or may have been under the influence of drugs or alcohol. For example, you may be asked for drug or alcohol testing when your worksite employer finds that:

- There is evidence of drugs or alcohol on or about your person or in your vicinity;
- Unusual conduct or appearance on your part suggests impairment or influence of drugs or alcohol;
- Negative performance patterns or excessive and unexplained absenteeism or tardiness suggest impairment or influence of drugs or alcohol.

If you are involved in an on-the-job accident or injury (including any employee who was injured in the accident) you will be required to submit to a drug or alcohol test. Your employers are free to choose the method for a drug test, consistent with applicable law. This may include urine, saliva, hair follicle, alcohol breathalyzer, alcohol strip and/or any other method may be used to collect a donor's sample for the purposes of drug testing. A drug test which confirms the presence of illegal substances or alcohol is grounds for discipline up to and including termination of employment, as is the refusal to take a drug test, and the use of any device or substance intended to influence the outcome of a drug screen.

Note: You must notify your supervisor if you are taking prescription or over-the-counter medications which impair your ability to perform your job safely.

Workplace Violence and Weapons: Your worksite employer and Questco do not tolerate violence in the workplace. Workplace violence includes:

- Physically aggressive, violent or threatening behavior;
- Verbal or physical threats of any sort;
- Damaging or defacing facilities or property; or
- Unlawfully carrying weapons while on your worksite employer's premises (except as otherwise permitted by applicable law), in your worksite employer's vehicles, or conducting company business.

Employees who hold a concealed handgun license will be required to abide by any established policy of the worksite employer, so long as it is not in conflict with applicable city or state laws.

If you observe or learn about any violent behavior by an employee or any other business associate, you must notify your immediate supervisor or any other member of management immediately. All reports of violence in the workplace will be taken seriously and will be investigated. To the extent possible, the reporting employee's identity will be kept confidential.

Company Property: Your worksite employer may provide you with computers, cell phones, smart phones, lockers, desks, information and other company property to be used for business purposes. Your worksite employer will tell you to what extent this property may be used for personal reasons. In all cases, your personal use must be minimal, and not unreasonably interfere with the company's business, violate other company policies or cause the company to incur additional charges. Your worksite employer has the right to search or monitor the use of its property at any time and with or without notice, consistent with all applicable law. This includes the use of any company property—even use for purely personal reasons. For example, you should have no expectation of privacy in anything you create, store, send, receive or access on the company's computers or network.

Disciplinary Guidelines: Your worksite employer has the sole discretion to decide what discipline is appropriate for violations of its policies. In general, managers are encouraged to begin discipline with the least severe means to bring an employee's conduct or job performance to company standards. But management does reserve the right to take progressive steps toward discipline, when appropriate, or terminate employees immediately for any lawful reason, just like the company's at-will employees can leave their employment at any time.

Examples of escalating disciplinary action include:

- Verbal warning;
- Written warning;
- Performance improvement plan;
- Suspension with or without pay;
- Transfer;
- Demotion; and
- Termination.

Section 5: Attendance and Leave

Attendance: You are expected to conduct yourself professionally. Coming to work on time, working scheduled business hours and leaving at the scheduled time are important for every employee's job. You must:

- Appear for work no earlier than 5 minutes before the start of your business hours and no later than the start of your business hours;
- Be at your assigned work station or job site ready for work at the start of your business hours;
- Remain at your assigned work station or job site except during authorized breaks or as the needs of the job require being elsewhere;
- Take only the time normally allowed for breaks; and
- Not leave work until the scheduled end of your business hours unless excused by a supervisor.

You must give reasonable notice of your absence or tardiness for your worksite employer to manage its business obligations. If you could not reasonably foresee your need for leave, you must call or e-mail your direct supervisor about the anticipated absence or tardiness as soon as possible and at least before the start of your shift. Employees are required to call their supervisor each morning of each absence day, except during employee hospital stay and recuperation time after a hospital stay (you must give an anticipated date of return). Failure to follow these procedures can be considered a voluntary quit. Repeated absenteeism, tardiness or failure to call in each day of absence will be cause for disciplinary action, including termination. If you are experiencing an issue that is causing you to be late for work and/or you are unable to attend work as regularly scheduled, it is your responsibility to immediately notify your worksite employer supervisor to discuss the situation prior to being tardy or absent. The Company will evaluate each situation in accordance with all applicable laws and regulations.

Being absent without proper notice for three work days in a row is job abandonment. Your worksite employer and Questco will process your separation as a voluntary resignation.

Your worksite employer has specific attendance requirements and rules for notifying them when you are unable to report to work as scheduled. You are expected to abide by their policies.

Family and Medical Leave: This policy is established to comply with the Federal Family and Medical Leave Act of 1993 ("FMLA"), as amended. Any questions about your benefits or responsibilities under this policy should be referred to Questco's HR department.

Eligibility Requirements - You are eligible to take family and medical leave only if you:

1. have been employed by your worksite employer for at least 12 months, but not necessarily a consecutive 12-month period;
2. have worked with the worksite employer at least 1,250 hours during the preceding 12-month period;
And...
3. are employed at a worksite where your worksite employer employs not less than 50 employees within a 75 mile radius of the worksite.

Qualifying Reasons for FMLA- An eligible employee may take up to 12 weeks of unpaid family and medical leave within any single, rolling 12-month period for qualifying reasons. The rolling 12-month period will be measured backwards from the date the leave begins. Qualifying reasons include:

1. The birth of a son or daughter.
2. The placement of a son or daughter for adoption or foster care.
3. To care for a spouse, son, daughter or parent with a serious health condition.
4. Due to the employee's own serious health condition which renders the employee unable to perform the functions of his or her position.
5. Because of a qualifying exigency arising out of the fact that an employee's covered relative is on covered active duty during a deployment to a foreign country (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member may take up to 26 workweeks of unpaid leave during any single, rolling 12-month period (measured backwards from the date the leave begins) to care for the service member.

Notice of Leave - If an employee's need for family or medical leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for the employee's own serious health condition, the need to care for a covered relative's serious health condition or the need to care for a covered service member, the employee must give at least 30 days prior written notice to your supervisor and Questco's department. This notice and any required certification must be provided to the department. Where the need for leave cannot be foreseen, the employee must give this notice as soon as practicable under the circumstances or within one or two business days of learning of the need for leave, except in extraordinary circumstances.

An employee who requests leave for a qualifying military exigency may have to give notice of the expected leave. If the leave is foreseeable either because the covered relative is on active duty or because of an impending call or order to active duty in support of a contingency operation, the employee shall give notice of the leave as soon as is reasonable and practicable. The notice and any required certification must be provided to your supervisor and Questco's HR department.

Failure to provide such notice may be grounds for delay or denial of leave. All requests must be approved by the department.

Medical Certification - An employee requesting leave because of a serious health condition or a covered relative's serious health condition must provide appropriate medical certification to Questco's HR department. If an employee requests leave to care for a covered service member, the employee must provide an acceptable medical certification to the department. The Certification of Health Care Provider form may be obtained from.

Questco will notify the employee of the requirement for a medical certification and that the certification is due 15 days after leave is requested. Failure to provide the requested medical certification in a timely manner may result in denial of leave unless it is provided. Unauthorized absences may result in the termination of employment.

Qualifying Exigency Certification - An employee who has requested leave for a qualifying exigency must provide Questco's HR department with a certification that the employee is taking leave because of an exigency that qualifies for leave. This certification process must be handled through the department.

Status Reports While on Leave - An employee, who takes leave for a serious health condition or to care for a covered relative or service member, must contact the department every 30 days to provide a status update. Employees will be informed of any additional reporting-in requirements and updates on the employee's intention to return to work.

Medical and Other Benefits - During an approved FMLA leave, your worksite employer will maintain your benefits as if you continued to be actively employed. If you use paid leave to cover FMLA leave time, your worksite employer will deduct your portion of the benefit premiums as a regular payroll deduction. If paid leave is not used, you must make premium payments to your worksite employer on or before the regular payday. If the premium is not paid, a written reminder will be provided, requesting that the payment be submitted to the HR department. If payments are not made during the leave, you must reimburse the company for any unpaid premiums when you return to work, or your Benefit plans could be cancelled. When a leave is foreseeable, you may ask to have the required premiums paid through increased payroll deduction before you take the leave.

If you do not return to work, you may lose health care coverage consistent with applicable plan documents and law, unless you elect COBRA or state law continuation coverage, as applicable. The qualifying event for this coverage occurs on the last day of the leave of absence, and the maximum coverage period is measured from the last date of the leave; unless otherwise told differently.

Returning from Leave - Employees should notify Questco's HR department of their intent to return to work at least two weeks before their anticipated return date; or sooner, if returning in less than 2 weeks. If the leave is because of an employee's own serious health condition, the employee must provide medical certification signed by the treating physician that the employee is fit to resume work, with or without accommodation. An employee who fails to provide a medical certification may not be permitted to resume work until it is provided. A disabled employee may request a reasonable accommodation for returning to work, as described in the Equal Employment Opportunity section of this employee handbook.

Retaliation - Retaliation is prohibited against employees for requesting or taking FMLA leave. If an employee believes he or she has been subjected to retaliation, the employee should follow the reporting procedures for discrimination/harassment complaints.

Fraud - An employee who submits fraudulent information to secure or maintain FMLA leave will be subject to discipline, up to and including termination.

Nursing Mothers: Your worksite employer and Questco support any mother who chooses to nurse her child. So long as an employee works at a location where the worksite employer employs at least 50 employees within a 75-mile radius, an employee may take reasonable breaks to express milk while at work for one year after the birth of a child. If a break is longer than 20 minutes, a non-exempt employee will not be paid for the break time unless otherwise required by applicable state or local law. Otherwise, the break time is paid. A private area will be provided for nursing mothers to express milk. Please do not use a restroom for expressing milk. The authorized area will be a designated area outside of the restrooms. If you experience problems with or have questions about this policy, please contact your supervisor and the HR department at Questco. Additional state law protections may apply.

Military Leave: Your worksite employer and Questco will grant unpaid leaves of absence for military or Reserve duty. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the duty, you must notify your supervisor and the Questco's HR department and submit copies of your military orders as soon as possible. You will be granted a military leave of absence without pay for the period of military service, in accordance with any applicable federal and state laws. If you are a reservist or a member of the National Guard, you will be granted time off without pay for required military training. Applicable federal and state laws will determine your eligibility for reinstatement after the military duty or training.

Section 6: Safety

Accident Reporting: If an on-the-job injury happens, you must follow certain guidelines. In a life-threatening or serious emergency, call 911 as soon as possible. For all other accidents, immediately contact your direct supervisor; if your supervisor is injured, immediately contact another member of management. No matter how minor an injury or illness may appear, you must report all on- the-job injuries and illnesses to your supervisor and on the same day the injury occurs.

Return to Work: Your worksite employer and Questco are committed to promoting employee health and recovery from a work-related injury or illness through early intervention and active case management. It is our goal to maintain a safe workplace for all employees. When an injury does occur, the program helps to make the process of returning to work as smooth and efficient as possible.

This policy aims to provide meaningful work activity for all employees who become temporarily unable to perform all or portions of their regular work assignments due to work related injury or illness. To facilitate this process, return to work duties may be in the form of either changed duties within the scope of the current position, or other available duties – through the worksite employer or offsite organizations experienced in return- to-work programs. If you have questions about the Return to Work program, please contact Questco's risk management department.

800-256-7823

riskmanagement@questco.net

Retaliation: Your worksite employer and Questco will not retaliate against any employee for filing a workers' compensation claim, hiring a workers' compensation lawyer or taking other steps toward filing a workers' compensation claim in good faith, or for serving as a witness in a workers' compensation claim. If you believe you are being retaliated against, you should follow the reporting procedures for discrimination and harassment complaints as outlined in this employee handbook.

Section 7: Proprietary Information

All proprietary information about your worksite employer's business operations is its proprietary information, developed at its own cost. Proprietary information includes, but is not limited to, confidential information about the company's customers, potential customers, vendors, projects, contemplated projects, financial affairs, profit margins, pricing strategies, marketing strategies, sales strategies, research and development, know-how and negative know-how. This proprietary information belongs to your worksite employer and may only be accessed, used or disclosed for authorized company business.

You must use your best efforts to protect the secrecy of the proprietary information. For example, proprietary information may not be discussed with outsiders without authorization. You also may not copy, save or transfer electronic copies of proprietary information away from the company's storage location (e.g., a server network) for it—except for authorized business use. The storage location will be the sole repository for the proprietary information. For example, you may not e-mail proprietary information to your personal e-mail account.

At the end of your employment, you must immediately return all of the company's proprietary information. Any continued use is strictly unauthorized. Former employees must continue to comply with this policy.

Likewise, your worksite employer does not solicit proprietary business information from its employees about any other business. The company prohibits its employees from improperly disclosing or using proprietary business information obtained while working for or associated with any other business.

Section 8: Pay Administration

Recording Hours Worked: Your worksite employer provides its non-exempt employees with a system for keeping track of their hours worked. Non-exempt employees should keep accurate and complete records of all hours worked, including any time worked over the employee's normal schedule. They must also record any meal breaks or absences.

Non-exempt employees may not work "off the clock." All time worked must be included on time records for the day when the hours were actually worked. If you are aware or believe that a non-exempt co-worker is working "off the clock," you must report it to your worksite employer's management team and Questco's HR department.

An employee who fails to properly keep time records may be subject to disciplinary action up to and including termination. Employees – including supervisors – will be disciplined for falsifying the time records for themselves or any other employee, or for instructing another individual to falsify the time records.

Pay Procedures: Your worksite employer will set pay procedures for you, and Questco will administer those procedures. All required deductions (such as for federal, state and local taxes) and all authorized voluntary deductions (such as for health insurance contributions) will be withheld automatically from your paychecks.

Exempt Employees - An exempt employee's salary represents payment for all hours he or she may be required to work in any given workweek, regardless of the actual number of hours worked.

Deductions may be made from an exempt employee's salary for:

1. Personal reasons, other than sickness or disability, if the employee does not have enough accrued leave to cover the absence and is absent for at least a full day;
2. Sickness or disability (including work-related accidents) if the pay deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for loss of salary caused by the sickness or disability and the employee is absent for at least a full day;
3. Penalties imposed in good faith for infractions of safety rules of major significance, so long as pay is reduced in full day increments; and
4. Unpaid disciplinary suspensions imposed in good faith for major infractions of workplace conduct rules, so long as pay is reduced in full day increments.

Non-exempt Employees - Non-exempt employees will receive compensation for the first forty hours worked during a workweek at their regular hourly pay rate. Unless otherwise specified, your worksite employer's regular workweek runs from Monday through Sunday. For any hours worked beyond the first forty, the employee will receive overtime wages for all hours worked at one and one-half times the regular hourly pay rate. Because any company holidays and other paid time off are not considered hours worked, these days are not normally considered when calculating the number of hours worked for overtime pay.

Although non-exempt employees will be paid for all hours worked, these employees must have overtime hours pre-approved by their supervisor before working the hours. An employee may be subject to discipline, up to and including termination, for working overtime hours without pre-approval. Please remember that it is also a disciplinary infraction to work any hours "off the clock."

Pay Concerns: Your worksite employer and Questco strive to ensure that all employees are fully paid to comply with the requirements established by any applicable federal, state and local laws. Managers are strictly prohibited from making improper deductions from employees' wages and salaries.

Accuracy of paychecks - Look to ensure each paycheck is accurate. If you believe that an improper deduction has been made to your wages or that you have not been fully paid for any payroll period, you must immediately report it to your worksite employer's management team and Questco's HR department. These reports will be promptly investigated. If your worksite employer determines that an improper deduction has occurred or that you did not receive full compensation, you will be promptly reimbursed.

No retaliation - Your worksite employer and Questco prohibit retaliation against anyone who has made a complaint under this policy. If you feel you have been retaliated against, you must report the retaliation using the procedure for discrimination and harassment complaints as described previously in this handbook.

Section 9: Employee Benefits

Insurance & Savings Plans: Employees may participate in worksite employer-sponsored insurance and savings plans in accordance with the plans' terms and conditions. If any part of this employee handbook conflicts with any effective plan policy or summary plan description, the plan documents are the last word and govern the issue. Your worksite employer and Questco specifically reserve the right to modify, amend or withdraw any benefit plans at any time and with or without notice.

Paid Time Off: Your worksite employer alone determines policies for paid time off, such as for illness, holidays, vacation, bereavement and jury duty.

Section 10: Personnel Records

To ensure that personnel files are up-to-date at all times, you must notify your supervisor and Questco's HR department of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements and the individuals to notify in case of an emergency.

Section 11: Separation from Employment

Ending Employment: Both your worksite employer and Questco hope that our relationship with you is long term and mutually rewarding, however your worksite employer reserves the right to terminate the employment relationship at any time, with or without cause or notice. You also have the right to end your employment at any time and with or without cause or notice.

If you want to resign, please give at least two weeks' advance notice of your last day of work as a courtesy. This notice should preferably be given in writing to your supervisor.

Upon separation every employee must – within 24 hours – contact Questco's HR department (800-256-7823) to discuss reassignment eligibility. If you must leave a voicemail, please leave your name, telephone number, and the name of the worksite employer from whom you have separated. A representative from Questco's HR department will return your call. Once you have spoken to a representative, you will be issued a code as proof that you reported as required. Failure to report upon separation may result in denial of unemployment benefits to which you may otherwise be entitled, per each State law.

Final Paycheck: will be paid in accordance with all applicable state and local law.

Section 12: Arbitration

Your worksite employer and Questco are looking forward to working with you or continuing to do so. No disputes are anticipated. Yet we believe in planning ahead for all contingencies and also believe that arbitration benefits everyone.

If a dispute about your employment comes up, all parties shall make every effort to resolve the dispute amicably. Should informal resolution not be possible, all parties agree to resolve the dispute in binding arbitration. You, your worksite employer or Questco may invoke arbitration with respect to any claim, dispute or controversy about or arising out of your employment – except for a matter that relates to post-employment obligations concerning trade secrets, confidential information, competition or solicitation, or a matter that relates to unpaid wages (and not overtime wages) made only through the appropriate state agency ("Non-Covered Disputes"). All claims, disputes or controversies that relate to your employment – except for Non-Covered Disputes – shall be decided by binding arbitration with the American Arbitration Association in accordance with its arbitration rules for employment disputes. As used in this policy, your worksite employer and Questco also includes their parent companies, subsidiaries, affiliated entities, executives, directors, employees, agents, attorneys and owners. All parties are waiving their right to a jury or bench trial in favor of binding arbitration.

Certain procedures will apply in any arbitration proceeding between the parties. The arbitration hearing shall be held only in Houston, Texas; or as applicable to state law. The final hearing must be concluded within no more than eight months after a party institutes the arbitration proceeding. Subject to any additional limits imposed by the arbitrator, neither party may depose witnesses for more than 15 hours or serve more than 40 individual document requests and 25 interrogatories. The arbitrator's award shall be rendered with reasons in writing, stating the facts and findings. The award shall be final, and judgment may be entered upon it in court. This policy shall be enforced consistent with the Federal Arbitration Act.

Either party is still free to file, maintain or cooperate with any government investigation or proceeding even if it relates to a claim, dispute or controversy covered by their promise to arbitrate. That right is not being waived in any way. Instead, the parties promise not to bring a lawsuit grounded on those claims, disputes or controversies.

This arbitration policy can be revised or eliminated only on ten days' advance notice, and any such changes will apply only to disputes that arise after the effective date of any announced changes. Any dispute that arises during the notice period for the revised policy will be governed by the policy that applied before the changes.

Your employment is conditioned on accepting this policy. For clarity, you are being asked to sign an acknowledgment that you have received, read and understood the employee handbook which contains this policy. But even without your signature, this policy applies to any disputes that arise after the day when you first received it based on your continued employment. Another stand-alone copy of this policy is included in your new hire packet.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook. I understand and agree that it is my responsibility to read and comply with the policies in this handbook, as well as any state law documents that have been given or made available to me. I understand that no document can describe all of my obligations to the Company or all of the Company's obligations to me. I agree to consult my Supervisor or another member of management whenever I have questions concerning my employment, obligations, or benefits. I agree to abide by and be bound by the rules, policies and standards set forth in the Handbook, as well as any state law documents that have been given or made available to me.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, and change by management at any time without notice.

I further agree that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the President / COO/ Owner of the company may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the President / COO / Owner of the company.

Employee's Name – Print

Company Representative - Print

Signature of Employee

Signature of Company Representative

Date Signed by Employee

Date signed by Company Representative

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

ON-LINE ACCESS

Create an Account

- 1) Visit - www.questco.net
- 2) Click LOGIN located on the top of the webpage
- 3) Click CREATE ACCOUNT
- 4) Provide your EMAIL ADDRESS, LAST NAME AND SOCIAL SECURITY NUMBER and click Submit
- 5) You will receive a "pop up" message from the webpage saying "You have been successfully added as a user. An email has been sent with your temporary password". You must create a permanent password upon first successful log in.
- 6) Login with your temporary password you received by email.
- 7) Once you have logged in with your temporary password, the password change box will pop up. Make sure that your "New Password" and "Confirm Password" match. Congratulations! You have successfully created your account. You can now print W-2's, pay stubs and view all your information at anytime.

NOTES: In order to view and print reports (and most documents), you must have a copy of Adobe Acrobat Reader installed on your computer. A free download of this program is available at <http://www.adobe.com>.

When printing W-2's you must change the year located in the top right hand corner of the webpage.

**Report unresolved complaints concerning
a licensee or questions concerning the
regulation of Professional Employment
Services to:**

Texas Dept. of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
800-803-9202

**Office (936)-756-1980
Toll Free (800)-756-1920**