

EMPLOYEE MANUAL



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SECTION 1- INTRODUCTION

WELCOME TO THE TEAM!

Welcome to GT Independence! As a member of our team, you have joined a group of fine men and women who are dedicated to providing our customers the ability of self-determination and the highest level of fiscal intermediary services in our industry. Congratulations!

Above all else, GT Independence is about people. GT Independence knows that our employees are our most valuable asset and that, together, we have created an expert team pulling together to achieve success for our employees and our customers.

We are the people who will shape the image of GT Independence. Ultimately, GT Independence will be what each of us creates.

Within GT Independence each employee shares a distinctive opportunity, and responsibility. As in any building process, there must be a foundation. This Manual is a tool that will help you to understand GT Independence's guidelines, practices, and procedures that are the foundation upon which we will all build. As a reference, this Manual can be used to better understand the inner workings of our organization. As a guide, this Manual can be used if you find yourself unsure about what to do in a variety of situations.

Most importantly, guidance and support do not begin and end with this Manual. If you have questions or concerns about any of these guidelines or procedures, our managers, supervisors and the Human Resources Department are available and equipped to provide answers.

GT Independence is committed to providing high quality services in an environment that is safe and fulfilling for all of its employees. Competitive compensation, good benefits, a safe working environment, and an eye toward the future are just the beginning. Our foundation is the people and the relationships that make us strong—our foundation is you!

Thank you for joining our team,

...And, once again,

Welcome to GT Independence

Tim Carmichael
Chief Executive Officer

PURPOSE OF THIS HANDBOOK

This Manual is designed to acquaint you with GT Independence and provide you with information about working conditions, benefits, and policies affecting your employment. The information contained in this Manual applies to all employees of GT Independence. Following the policies described in this Manual is considered a condition of continued employment. However, nothing in this Manual alters an employee's "at will" status. This means that you can be terminated with or without cause, and with or without notice, at any time, for any reason, at the option of either the Company or yourself, except as otherwise provided by law. The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between the Company and any of its employees. The Manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

1.1 CHANGES IN POLICY

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this Manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.

1.2 EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data will result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

1.3 EMPLOYMENT RELATIONSHIP

Your employment with GT Independence is "at will." That means that you can be terminated with or without cause, and with or without notice, at any time, for any reason, at the option of either the Company or yourself, except as otherwise provided by law.

SECTION 2 – DEFINITION OF EMPLOYEES STATUS

“EMPLOYEES” DEFINED

An “employee” of GT Independence is a person who regularly works for GT Independence on a wage or salary basis. “Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons, and others employed with the Company who are subject to the control and direction of GT Independence in the performance of their duties.

- **EXEMPT:** Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime wage pay requirements
- **NON-EXEMPT:** Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.
- **REGULAR FULL-TIME:** Employees who are regularly scheduled to work 40 or more hours per week. Generally, they are eligible for the company’s benefit package, subject to the terms, conditions, and limitations of each benefit program.
- **REGULAR PART-TIME:** Employees who are regularly scheduled to work less than 40 hours per week. Regular part-time employees are eligible for some benefits sponsored by the company, subject to the terms, conditions, and limitations of each benefit program.
- **TEMPORARY (FULL-TIME or PART-TIME):** Individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of the company’s benefit programs.
- **CO-EMPLOYMENT:** Individuals who are Co-Employment employees are eligible for the health insurance benefits sponsored by the company, subject to the terms, conditions, and limitations of each benefit program.

SECTION 3 – EMPLOYMENT POLICIES

3.1 NON-DISCRIMINATION

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at GT Independence will be based on merit, qualifications, and abilities. GT Independence does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, pregnancy, age, veteran/military status, genetic information, citizenship, disability, or any other protected categories pursuant to any applicable federal, state or local laws.

GT Independence will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Any applicant or employee with a handicap that requires an accommodation must notify the Human Resources Department, in writing, within 182 days of the employee's knowledge regarding the need for an accommodation or when the employee should have reasonably been aware of the need for an accommodation, and in accordance with any applicable federal, state or local law.

Employees with questions or concerns about discrimination in the workplace are required to notify their immediate supervisor, manager, or the Human Resources Department as appropriate for the circumstances. They can also send an email to humanresources@gtindependence.com. Employees can raise concerns and make reports without fear of reprisal. All complaints will be investigated, and anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

3.2 NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential business information and trade secrets is vital to the interests and success of GT Independence. Such confidential information includes, but is not limited to, the following examples:

- Financial information,
- Marketing strategies,
- Pending projects and proposals,
- GT Independence's Consumer information,
- Personnel/Payroll records,
- Conversations between any persons associated with the company.
- Proprietary or customized software
- Proprietary forms, manuals and policies
- Specialized process and methods unique to GT Independence

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

3.3 NEW EMPLOYEE ORIENTATION

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the company, and prepared for their position. New employee orientation is conducted by a GT Independence representative, and includes an overview of the company history, an explanation of the company core values, vision, and mission; and company goals and objectives. The required new hire training materials will be covered at this time. In addition, the new employee will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

3.4 OFFICE HOURS

GT Independence's regular office hours are considered to be from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for Holidays (See Section 6.5, Holidays). Hours of operation for various Departments will vary in accordance to the work schedule and the supervisor's discretion.

The standard workweek is 40 hours of work (see Section 5.3, Overtime). In the computation of various employee benefits, the employee workweek is considered to begin on Sunday starting at 12:01 a.m. through Saturday ending at 12:00 midnight.

3.5 LUNCH PERIODS

Employees are allowed a one (1) hour unpaid lunch break. Lunch breaks are to be taken when instructed by the employee's supervisor. For those employees who are assigned to our office locations, we recognize that sometimes an uneven work load may preclude you from taking your lunch break at the same time every day. Please check with your manager to determine your lunch break and use your best discretion regarding how you spend your one (1) hour lunch break. We discourage "working through lunch" in order to arrive late or leave early.

3.6 SOLICITATION & DISTRIBUTION

Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-company literature in work areas at any time during working time. Working time is defined as the time assigned for the performance of your job and does not apply to break periods and meal times. Working areas do not include the break areas or the parking areas. Solicitation during authorized meal and break periods is permitted so long as it is not conducted in working areas. Employees are not permitted to sell chances, merchandise, or otherwise solicit money or contributions without prior management approval.

Persons not employed by GT Independence are prohibited from soliciting or distributing literature on company property.

3.7 PERSONNEL FILES

Personnel files are the property of GT Independence, and access to the information is restricted.

Employees who wish to review their own file should contact their supervisor or a Human Resources Representative.

3.8 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify GT Independence' Human Resources Department of any changes in personnel data such as:

Mailing address,
Telephone numbers,
Name and number of dependents, and
Individuals to be contacted in the event of an emergency.

An employee's personnel data should be accurate and current at all times.

3.9 SOCIAL SECURITY NUMBER PRIVACY POLICY

GT Independence ensures to the extent practicable that any information it has regarding the employees' social security numbers will remain confidential and it prohibits the unlawful disclosure of social security numbers.

Access to social security number information is limited strictly to those persons who need to know the information for business purposes.

Documents that contain social security number information shall be destroyed once the document becomes obsolete.

3.10 EMPLOYEE PERFORMANCE AND COMPENSATION REVIEW

Your manager is continuously evaluating your job performance. Day-to-day interaction between you and your manager should give you a sense of how your manager perceives your performance.

Performance reviews will be conducted annually for all regular full-time and regular part-time employees on your anniversary date or a year from your last performance review. New employees may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

Performance reviews sessions are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, you and your supervisor discuss ways in which you can accomplish goals or learn new skills. The planning sessions

are designed for you and your supervisor to make and agree on new goals, skills, and areas for improvement.

GT Independence directly links wage and salary increases with performance. Your performance review sessions will have a direct effect on any changes in your compensation. For this reason among others, it is important to prepare for these reviews carefully, and participate in them fully.

Wage and salary adjustments are based on merit, not length-of-service or the cost-of-living. Having your compensation reviewed does not necessarily mean that you will be given an adjustment.

All wage or salary adjustments occur annually and usually in conjunction with the performance review.

3.11 CORRECTIVE ACTION

GT Independence holds each of its employees to certain work rules and standards of conduct (see Section 4). When an employee deviates from these rules and standards, GT Independence expects the employee's supervisor to take corrective action. Although employment with GT Independence is based on mutual consent and both the company and employee have the right to terminate employment at will, with or without cause or advance notice, GT Independence may use progressive discipline at its discretion.

If the employee's supervisor determines that progressive discipline is appropriate, the sequence of corrective action includes a documented verbal warning, a written warning, a final written warning with possible probation or suspension without pay and, finally, termination of employment. Despite this sequence, the supervisor maintains discretion to begin the discipline process at any of these steps, including immediate termination, based upon the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

3.12 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

RESIGNATION: Voluntary employment termination initiated by an employee.

TERMINATION: Involuntary employment termination initiated by GT Independence.

LAYOFF: Involuntary employment termination initiated by GT Independence for non disciplinary reasons.

While we hope both you and GT Independence will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with GT Independence. If you anticipate having to resign your position with GT Independence, you

are expected to notify your manager at least two (2) weeks in advance of the date that you must leave.

Any employee who terminates employment with GT Independence shall return all files, records, keys, and any other materials that are property of GT Independence. Employee will be liable to GT Independence for damage to or failure to return said property.

Employee's benefits will be affected by employment termination in the following manner. All accrued vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense (See Section 6, Benefits) if the employee elects to do so. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

3.13 SAFETY

GT Independence is committed to providing its employees with a safe and healthy environment to work in. To this end we have adopted the Zero Injury Philosophy as the primary safety goal.

The achievement of this goal depends upon the positive actions and attitudes of the employee and their willingness to contribute to an overall effort by the company as a whole. With acceptance of employment with GT Independence, you have acknowledged your understanding of the Zero Injury Philosophy and obligation to work by and obey all rules, programs and policies established by the Company. All employees should immediately report policy violations or safety hazards to a member of the GT Independence management staff.

GT Independence provides information to employees about workplace safety and health issues through regular internal communication such as:

- Training sessions
- Bulletin board postings
- Memorandums
- Other written communications
- Verbal instructions
- Medical testing notifications

Each employee is expected to obey all GT Independence, OSHA and/or other applicable organizations' safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to their supervisor. If this is not possible or appropriate, or no action has been taken by the supervisor, employees should contact Human Resources or send an email to humanresources@gtindependence.com. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action including termination of employment.

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees must notify their supervisor (See Section 3.16, Employee Requiring Medical Attention).

3.14 INJURY ON THE JOB

Remember that injury on the job hurts everyone. Watch your footing and watch out for each other.

The provisions of the Workers' Disability Compensation Act provide payment of medical expenses and partial salary continuation in the event of a work-related injury or illness. If an employee is injured on the job or has other health problems caused by work, the employee must report this to their immediate supervisor or Human Resources at once. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law. Further, your failure to provide proper notice could jeopardize your claim for benefits in connection with the injury or illness.

3.15 EMPLOYEE REQUIRING MEDICAL ATTENTION

In the event an employee requires medical attention, whether injured or becoming ill while at work, a family member will be called to transport the employee to the appropriate facility. In the event of an emergency requiring Emergency Medical Services to evaluate the injury/illness of an employee on-site, the employee will be responsible for any transportation charges unless the injury/illness is work-related. Furthermore, GT Independence's employees will not be responsible for transportation of another employee due to liabilities that may occur.

A physician's "return to work" notice may be required.

3.16 LEAVES OF ABSENCE

FAMILY AND MEDICAL LEAVE ACT

All employees who have worked for at least one year and have accumulated at least 1250 work hours in the previous 12 months are eligible for up to twelve weeks of unpaid FMLA leave in a 12 month period. Eligibility for such leave shall be calculated on a rolling basis taking into consideration the 12 months immediately preceding the request for leave. FMLA leave is only available:

1. for the birth, adoption or foster placement of a child, or
2. to care for a spouse, child or parent who has a serious health condition, or
3. due to the employee's own serious health condition which renders him/her unable to perform the essential functions of his/her job.

A "serious health condition" is an illness or injury that involves inpatient care in a hospital, hospice, or other medical care facility, or continuing treatment by a health care provider. It does not include minor illnesses which require absences of less than three days (absent continuing care for what would otherwise be a serious health condition) or medically unnecessary, voluntary or cosmetic treatments.

FMLA leave may be available on an intermittent or reduced schedule basis, if medically required. In such cases, GT Independence may require you to transfer temporarily to another position with equivalent pay and benefits which better accommodates the recurring leave. You must attempt to schedule any medical treatments so as not to disrupt GT Independence's operations. When the need for leave is foreseeable, you must provide 30 days written notice; when it is not foreseeable, you must provide as much notice as is practicable.

You must substitute as much paid leave (such as Paid Time Off) as possible for any unpaid FMLA leave to which you are entitled. This substitution does not affect the total amount of leave to which you are entitled, only the paid/unpaid status of a portion thereof.

GT Independence will continue to pay its portion of premiums for your group medical insurance coverage during the leave on the same basis as if you were actively at work; however, you must continue to pay your portion of such premiums. If you do not return to work after the FMLA Leave, you may be required to reimburse GT Independence for any amounts paid on your behalf, depending upon the reason for your failure to return.

GT Independence will require written certification from a health care provider of your need for FMLA Leave. At its expense, GT Independence may require you to obtain a second opinion from a health care provider of its choice. If the first and second opinions conflict, GT Independence, may require you to obtain a third opinion from a provider mutually chosen by you and GT Independence, again, at GT Independence's expense. The third opinion will be binding on both you and GT Independence.

During any FMLA Leave, you must provide periodic (monthly) reports of your status and intent to return to work. At the end of any leave for your own serious health condition, you must provide medical certification of your fitness to return to work.

At the end of your FMLA Leave, you will be returned to the same position you held before the leave or to a position with equivalent pay, benefits and conditions in accordance with federal law. You will lose no seniority or benefits which accrued before the leave began, other than the vacation time and other paid leave which you were required to substitute for all or part of the unpaid leave, but neither will you accrue any seniority or benefits during leave. If you do not return to work after exhausting your 12 week allotment, however, your position will not be guaranteed and other ramifications, such as the termination of your employment, may result.

WORKER'S COMPENSATION AND FAMILY AND MEDICAL LEAVE ACT

An employee may be on a "workers' compensation" absence due to an on-the-job injury or illness that also qualifies as a serious health condition under the Family and Medical Leave Act. The "workers' compensation" absence and the family medical leave will run concurrently.

At some point the health care provider providing medical care pursuant to the worker's compensation injury may certify the employee is able to return to work in a "transitional duty" position. If GT Independence offers such a position, the employee is permitted but not required to accept the position.

As a result, the employee may no longer qualify for payments from workers' compensation benefit plan, but the employee is entitled to continue on an unpaid family medical leave either until the employee is able to return to the same or equivalent position the employee left or until the 12 week family medical leave entitlement is exhausted.

STATE LAW AND FAMILY AND MEDICAL LEAVE ACT

The federal Family and Medical Leave Act (FMLA) does not supersede any provision of a state or local law that provides greater family or medical leave rights than the Act provides. GT Independence is required to apply provisions of state family leave/medical laws if they are more generous to the employee requesting the leave. For more information on this important benefit, contact the HR Department.

MILITARY LEAVE

MILITARY CAREGIVER LEAVE

An employee may eligible for up to 26 weeks of unpaid military caregiver leave in a single 12-month period to care for a service member. In order to be eligible for military leave:

The employee must be eligible for FMLA leave;

The employee must be the spouse, son, daughter, parent or next of kin of a covered service member;

The service member must be a current member of the Armed Forces, including a member of the National Guard or Reserves;

The service member must be undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness that was incurred in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

QUALIFYING EXIGENCY LEAVE

An employee may be eligible for up to 12 weeks of unpaid leave for qualifying exigencies regarding certain service members. In order to eligible for qualifying exigency leave:

- The employee must be eligible for FMLA leave;
- The service member must be a member of the National Guard or Reserves;
- The employee's spouse, son, daughter, or parent is on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.

Qualifying exigencies include the following:

- Short-notice deployment – to address any issues that may arise due to the fact that service member received notice of the deployment seven or less days prior to the date of deployment;
- Military events and related activities – to attend any official ceremony, program, or event sponsored by the military that is related to the service member’s active duty; or to attend family support or assistance programs and informational briefings sponsored by the military;
- Child care and school activities – to arrange for alternative childcare; to provide childcare on an urgent or immediate basis; to enroll or transfer a child to a new school; and to attend meetings with school staff that are made necessary by the service member’s active duty or call to active duty;
- Financial and legal arrangements – to make or update financial or legal arrangements related the service member’s absence while on active duty; and to act as the service members representative with regard to obtaining, arranging or appealing military benefits;
- Counseling – to attend counseling sessions related to the service member’s deployment or active duty status;
- Rest and recuperation – to spend up to five days with a service member who is on short-term, temporary rest and recuperation leave;
- Post-deployment activities – to attend ceremonies and reintegration briefings for a period of ninety days following the termination of the service member’s active duty status; and to address issues arising from the death of a service member;

FMLA leave may be taken intermittently whenever medically necessary to care for a covered service members with a serious injury or illness. FMLA leave also may be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly interrupt the Firm’s operation.

As with any FMLA leave, employees taking Military Caregiver Leave and Qualifying Exigency Leave must use all of their available accrued and unused paid sick and personal days and vacation as part of the leave.

Employees are also required to give GT Independence 30 days prior notice if the leave is foreseeable. If an employee is unable to provide such notice, notice must be provided as is practicable. Military Caregiver Leave and Qualifying Exigency Leave forms are available from the Human Resource Department. Requests for Military Caregiver Leave and Qualifying Exigency Leave should be made by completing a form and returning it to the Human Resource Department.

An employee’s request for military leave must be supported by an appropriate certification. An employee must provide GT Independence with documentation as follows:

- A leave for a qualifying exigency must be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party;
- A leave to care for a covered service member with a serious injury or illness must be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.

3.17 BUILDING SECURITY

All employees who are issued ID Badges to the office are responsible for their safekeeping. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on Company property after hours without prior authorization from the Executive Staff.

3.18 PERSONAL PROPERTY

All employees should be sure that their own personal insurance policies cover the loss of anything occasionally left at the office. GT Independence assumes no risk for any loss or damage to personal property.

3.19 SUPPLIES; EXPENDITURES; OBLIGATING THE COMPANY

Only authorized persons may purchase supplies in the name of GT Independence. No employee, whose regular duties do not include purchasing, shall incur any expense on behalf of GT Independence or bind GT Independence by any promise or representation without written approval.

3.20 EXPENSE REIMBURSEMENT

Expenses incurred by an employee must have prior approval by a supervisor. Reimbursements under \$100.00 will be included in the employee's next regular paycheck. An example of such an expense would include mileage. If the amount is more than \$100.00, the reimbursement request will be processed like an invoice. All completed reimbursement request forms should be turned in to the Accounting Department.

3.21 PARKING

Employees must park their cars in areas indicated and provided by the Company.

3.22 IMMIGRATION LAW COMPLIANCE

GT Independence employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with GT Independence within the past three years or if their previous I-9 is no longer retained or valid.

3.23 PROBATIONARY PERIOD

Your first ninety (90) days of employment at GT Independence are considered a Probationary Period, and during that period you will not be eligible for certain benefits described in this Manual unless otherwise stated or required by law. This Probationary Period will be a time for getting to know your fellow employees, your Manager, and the tasks involved in your job position, as well as becoming familiar with GT Independence's services and operations.

This Probationary Period is a "getting acquainted" time for both you, as an employee, and GT Independence, as an employer. During this Probationary Period, GT Independence will evaluate your suitability for continued employment, and you can evaluate GT Independence as well. Please understand, however, that completion of the Probationary Period does not guarantee continued employment. Whether you have completed your Probationary Period or not, at all times during your employment with GT Independence, your employment is at-will which means that you are free to terminate your employment at any time, with or without reason, and GT Independence, may choose to terminate your employment at any time, with or without reason.

Any former employee who has been rehired after a separation from GT Independence of more than six (6) months is considered a Probationary employee during their first ninety (90) days following rehire.

SECTION 4 - STANDARDS OF CONDUCT

4.1 CODE OF CONDUCT

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. At GT Independence we hold ourselves to a high standard of quality where the rules and authority figures simply assure that quality is maintained.

By accepting employment with us, you have a responsibility to GT Independence and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

4.2 CORE VALUES

The following items represent notions or doctrines that we as a company hold to be of paramount importance. We seek to communicate an understanding of, enthusiasm for, and eagerness to share these values:

We Believe in **Self-Determination** - We believe that everyone should be able to choose how they live their lives and with whom they associate. We believe that everyone should have the confidence to make their choices known. We believe that everyone should have the freedom to take risks. We believe that people get the most from their in-home care when they can hire (and fire) the providers of their care. We believe in protecting the fundamental rights of everyone we serve, regardless of age or ability.

We Believe in **Integrity** - We confront difficult decisions with a desire to “do the right thing” above all. We embrace our responsibilities and never avoid them, both in our personal and professional activities. We strive to complete our duties, according to our pledge, with total transparency. We own our mistakes and collaborate to correct them. We will not tolerate the smallest degree of dishonesty in ourselves or our co-workers and we will fervently work to illuminate what we see as untrue.

We Believe in **Community** - We believe that regardless of an individual’s age or ability, having friends and knowing people is the best way to promote safety and happiness. We believe that the individual and the community benefit most when everyone is included with equal rights and participation. We recognize as individuals and as a company, our success depends on support from our community and it is therefore in our interest to promote a strong local community. We believe that we have a duty to the members of our community to collaborate, to be helpful, to be compassionate and to be kind.

We Believe in **Professionalism** - We believe that to be effective, we must present our work and ourselves in an organized, neat, punctual and appropriate manner. We believe that we must constantly achieve the highest standard of quality in our work. Each of us commits to collaboration, continuous improvement, responsiveness and flexibility in our work. We believe in respecting professional boundaries and protecting individuals' privacy. We believe in maintaining our service standard especially at times when we are confronted with stressful or difficult situations.

We Believe in **Respect** - We believe that we must listen carefully to our stakeholders and give their issues our full attention. We believe in crafting solutions to issues that reach a common goal and maintain everyone's dignity. We achieve this by addressing problems directly, calmly and honestly. We believe in working expediently and conserving our stakeholder's time. We believe that to truly collaborate we must put ourselves in our stakeholder's shoes.

We Believe in **Excellence** - We believe we must constantly question our methods in search of better ways to do our work. We believe in following through, refusing to accept poor work and asking for assistance when needed. We believe that we must be motivated to regularly exceed the expectations held by our stakeholders. We believe that each member of the company has responsibility for the company's success.

4.3 UNACCEPTABLE ACTIVITIES

The work rules and standards of conduct for GT Independence are important, and the Company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the Company's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.12, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records (See Section 5.2, Timekeeping);
- Working under the influence of alcohol or illegal drugs (See Section 4.9, Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 4.9, Substance Abuse);
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of company-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;

Sexual or other unlawful or unwelcome harassment (See Section 4.6, Harassment, Including Sexual Harassment);

Excessive absenteeism or any absence without notice (See also, Section 4.4 Attendance/Punctuality and 4.5, Absence without Notice);

Unauthorized use of telephones, or other company-owned equipment (See Section 4.7, Telephone Use);

Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);

Unauthorized disclosure of business “secrets” or confidential information;

Violation of personnel policies; and

Unsatisfactory performance or conduct.

4.4 FRAUD AND FALSE CLAIMS

The False Claims Act (FCA) is a Federal law that establishes criminal and civil liability when any covered person or covered entity improperly receives reimbursement from or avoids payments to the Federal government. Due to its role in processing payments from the Medicaid program (and State General Funds), individuals and entities that do business with Community Mental Health Boards are covered entities. In particular, the FCA prohibits:

- Knowingly presenting, or causing to be presented, a false claim for payment
- Knowingly making, using or causing to be made or used, a false record or statement to get a false claim paid or approved;
- Conspiring to defraud by getting a false claim allowed or paid;
- Certifying receipt of property on a document without completely knowing that the information is true and correct;
- Knowingly buying government property from an unauthorized officer of the government, and;
- Knowingly making, using or causing to be made or used a false record to avoid, or decrease an obligation to pay or transmit property to the government.

WISTLEBLOWER EMPLOYEE PROTECTIONS

"Whistleblowers" are those private citizens who file suit on behalf of the government to recover damages incurred by the federal government as a result of the contractor fraud or other false claims. Whistleblowers may be entitled to a significant portion of the proceeds should the suit prevail and are protected from retaliation by provision of the statute. In particular any retaliation against an employee or contractor for lawfully reporting alleged violation of the false claims act, or who is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment by his or her employer because of lawful acts done by the employee on behalf of his employer or others in furtherance of an action under the law, including entitled to all relief necessary to make the employee whole.

TYPES OF FRAUD PROSECUTED UNDER THE FCA

- Billing for goods and services that were never delivered or rendered
- Submitting false service records or samples in order to show better-than-actual performance
- Performing inappropriate or unnecessary medical procedures
- Billing in order to increase revenue instead of billing to reflect actual work performed
- Up-coding —inflating bills by using diagnosis billing codes that suggest a more expensive illness or treatment
- Double billing-charging more than once for the same service or goods
- Prescribing a medicine or recommending a type of treatment or diagnosis regimen in order to win kickbacks from hospitals, labs or pharmaceutical companies
- Billing for unlicensed or unapproved drugs
- Forging physician signatures when such signatures are required for reimbursement from Medicare or Medicaid
- Billing for work or tests that were not performed
- Phantom employees and doctored time slips: charging for employees that were not actually on the job, or billing for made-up hours in order to maximize reimbursements
- Billing Medicare for services that were not performed or were unnecessary

It is the responsibility of each employee who becomes aware of a violation under the FCA to report it to their immediate superior and to file an Incident Report detailing the specifics of the violation.

4.5 ATTENDANCE/PUNCTUALITY

The Company expects that every employee will be regular and punctual in attendance. This means being in the office or at the appropriate jobsite, ready to work, at their designated starting time each day. Absenteeism and tardiness places a burden on other employees and on the Company.

If you are unable to report for work for any reason and have been unable to give advance notice of your absence (i.e., illness), you must notify your supervisor as soon as possible but preferably no later than 1 hour after the start of your work shift. You are responsible for speaking directly with your supervisor about your absence. It is not acceptable to leave a message on a supervisor's voice mail, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day. The company phone number is (269) 651-4500.

Should undue tardiness become apparent, disciplinary action may be required.

If there comes a time when you see that you will need to work some hours other than those that make up your usual work week, notify your supervisor in advance of your need. Each request for special work hours will be considered separately, in light of the employee's needs and the needs of the Company. Such requests may or may not be granted.

4.6 ABSENCE WITHOUT NOTICE

When you are unable to work owing to illness or an accident, please notify your supervisor. This will allow the Company to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence. If you do not report for work and the Company is not notified of your status, after three consecutive days of absence you will be considered to have resigned your position and you will be removed from the payroll.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation.

4.7 HARASSMENT, INCLUDING SEXUAL HARASSMENT

GT Independence is committed to:

Provide a work environment free of sexual harassment for all employees and to affirm management's responsibility to take action in preventing and/or dealing with sexual harassment in the workplace.

Outline employees' rights with respect to sexual harassment and to ensure all employees are aware of the seriousness and consequences of such harassment.

Provide a process whereby any employee who believes that they are a victim of sexual harassment may initiate a complaint.

DEFINITION

The various equal employment and human rights agencies have specific guidelines concerning sexual harassment. Essentially, these guidelines state that "Unwelcome or unwanted sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature" will be considered harassment when:

"Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,"

"Submission to or rejection of such conduct by an individual is used as a 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 creating an intimidating, hostile, or offensive working environment."

CONDUCT CONSTITUTING SEXUAL HARASSMENT

Sexual harassment may be any singular or repeated comment, gesture, contact, or conduct of a sexual nature, which is known or ought to be reasonably known to be unwelcome. Sexual harassment targets gender and includes pregnancy and childbirth. Such conduct is usually one-sided and coercive, may be overt or implicit, and may include (but not limited to) the following examples:

Sexual innuendo; touching or patting; sexually suggestive remarks or other verbal abuse about gender; demands for sexual favors; sexual assault; implicit or actual threats to the recipient or his/her job; offensive material, or language, or electronic communications, whether verbal, written or visual such as graffiti or degrading pictures, placing a condition of a sexual nature on employment, rewards, avoidance of corrective action, or opportunities for training, transfers, or promotion.

PROCEDURE

If an employee registers a complaint, the following procedure is applicable:

1. An employee should report the incident to his/her supervisor. If an employee does not wish to report the incident to his/her supervisor, the complaint may be brought to any one of the company's departmental managers, HR Professionals, or the CEO.
2. Any supervisor/manager to whom the complaint is addressed should immediately notify the Human Resources Manager.
3. The HR Department shall promptly investigate.
4. Any employee who registers a complaint or any employee providing information as part of the investigation of the complaint will not be subject to any form of reprisal, or threat of reprisal for reporting the incident or providing the information. If the investigation of a complaint results in finding that sexual harassment has occurred, GT Independence will take the necessary and appropriate action, up to and including termination of employment.

RESPONSIBILITY

Every employee has a personal responsibility to ensure that the workplace is free from sexual harassment as defined in this policy, and to comply with the terms of the policy.

All members of management have a responsibility to communicate GT Independence's sexual harassment policy and will be held personally accountable for ensuring compliance in their area of responsibility. The HR Department is responsible for monitoring the policy.

OTHER FORMS OF HARASSMENT

GT Independence cannot and will not tolerate harassment of any kind based upon race, religion, ethnicity, national origin, citizenship, marital status, gender, age, sexual orientation, veteran status, or qualifying disability. Moreover, GT Independence cannot and will not tolerate physical or visual contact that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

RESPONSIBILITIES AND INVESTIGATION

All employees are expected to report the facts of any perceived harassment by a co-worker, supervisor, agent of GT Independence, or others to his/her supervisor, to a member of management whom the employee feels could help without fear of reprisal, or the HR professional. Confidentiality regarding a claim of harassment, and the facts of the incident(s) giving rise to the claim, shall be maintained to the fullest extent permitted by the circumstances.

The HR Department shall promptly investigate the allegations, and appropriate action shall be taken. GT Independence prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy, or for assisting in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, GT Independence determines that complaint is not bona fide, or that the employee has provided false information regarding the complaint, corrective action may be taken against the individual who filed the complaint or who gave the false information.

4.8 TELEPHONE USE

GT Independence's telephones are intended for the use of serving our customers and in conducting the Company's business.

Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. Personal cell phone use should be kept to a minimum so as not to disrupt others and to allow for the employee to focus on their job responsibilities.

To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours.

If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action (See Section 3.12, Corrective Action).

Employees with company cell phones are responsible for any expenses incurred due to excessive overage fees for data, text or voice. In the event that a phone is broken or damaged, outside of normal wear and tear, the employee is responsible for the replacement cost of the same or comparable model.

4.9 PUBLIC IMAGE

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person. Each manager or department head is responsible for establishing a reasonable dress code appropriate to the job you perform.

Personal appearance should be a matter of concern for each employee. If your manager feels your attire is out of place, you may be asked to leave your workplace until you are properly attired. Non-exempt and hourly employees will not be paid for the time you are off the job for this purpose. Your manager has the sole authorization to determine an appropriate dress code, and anyone who violates this standard will be subject to appropriate disciplinary action.

A neat, tasteful appearance contributes to the positive impression you make on our customers. You are expected to be suitably attired and groomed during working hours or when representing GT Independence. A good, clean appearance bolsters your own poise and self-confidence and greatly enhances our company image.

APPROPRIATE BUSINESS ATTIRE

For women, this includes dresses, skirts of appropriate length and style, or dress slacks with blouses or sweaters, with casual or dress shoes.

For men, this includes khaki's or dress slacks worn with a sports shirt, golf style shirts, and casual or dress shoes with socks.

Extreme hair styles or colors, excessive or inappropriate jewelry, and/or clothing fashions, will not be permitted as they may offend our visitors.

CASUAL DAY

Fridays and the day before a company paid Holiday will be designated as a "casual dress day", when employees will be allowed to dress in "casual business attire".

APPROPRIATE CAUSAL ATTIRE

For women, this includes casual or sport slacks, jeans, casual skirts, shorts and skirts, tee shirts, sweatshirts, and athletic shoes or sandals.

For men, this includes casual slacks or jeans, sport shirts, T- shirts, sweatshirts, and athletic shoes.

INAPPROPRIATE ATTIRE

This would always include, but is not limited to, sweatpants, cut-off shorts, strapless, halter or bare midriff tops. Blue jeans and T-shirts are not acceptable in the office except on Casual Days.

Consult your supervisor if you have any questions about appropriate business attire.

4.10 SUBSTANCE ABUSE

GT Independence believes it is important to provide a safe workplace for all employees. Our company has a zero tolerance for drug and or alcohol use. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees.

Please note the following definitions for this policy:

COMPANY PROPERTY:

All company owned or leased property used by employees and any and all job sites of company clients/customers.

CONTROLLED SUBSTANCE OF ABUSE:

Any substance listed in schedules i-v of section 202 of the controlled substance act, as amended.

DRUG:

Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.

DRUG PARAPHERNALIA:

Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.

ILLEGAL DRUG:

Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.

Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician. Inhalants used illegally.

UNDER THE INFLUENCE:

A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation of the Company's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

Working or reporting to work, conducting company business or being on company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

GT Independence reserves the right to test any employee for substance and or alcohol abuse under the following circumstances:

SUBSTANCE ABUSE TESTING

- Pre-Employment: GT Independence may test any employee for controlled substances before the employee will be allowed to report to work (applies to recall/rehired employees).
- Suspected Influence: GT Independence shall not knowingly permit an employee to work while under the influence of intoxicating beverages or substances that would impair the employee's ability to perform a task in a safe manner. GT Independence requires employees to undergo testing for substance abuse for reasonable cause. Any employee violating this policy is subject to immediate dismissal.
- Possession: No employee shall possess or use intoxicating beverages or controlling substances at any GT Independence's jobsite or facility.
- Accidents: GT Independence may test all employees involved in any accident occurring on GT Independence premises or jobsite for drug and alcohol use within 24-48 hours of the injury or notification of the injury, whichever is later.
- Additional Testing: GT Independence may also conduct any additional testing required by applicable state or federal law or deemed necessary by GT Independence or contractor.

CONSEQUENCES:

- Refusal to Take Test: Any employee who refuses to take GT Independence's required drug and alcohol test or who does not authorize disclosure of test results to GT Independence will be subject to suspension and/or possible termination.
- Unauthorized Use: Any employee who violates GT Independence's policy against the possession, use, sale or distribution of illegal drugs or alcoholic beverages will be subject to disciplinary action up to, and including, discharge.
- Positive Test: Any employee who admits to being under the influence of alcohol or illegal drugs, or who tests positive for illegal drugs or alcohol use, may be subject to immediate termination.
- Irregular Samples: Any employee providing drug/alcohol sampling that may indicate possible adulteration or irregularity according to the laboratory criterion will be required to submit another specimen the next day. Based on the result of the second test will determine continued/future employment with GT Independence.

TRAINING

All GT Independence employees will be educated annually of the GT Independence Substance Abuse Policy.

All Supervisors will be educated to recognize a behavior change that may endanger the employee and others.

4.11 TOBACCO PRODUCTS

The use of tobacco products is limited on GT Independence property to designated areas and is not permitted in any Company vehicle. Smoking breaks are given at the direction of an employee's supervisor.

Tobacco products include, but are not limited to, cigarettes, chewing tobacco, smokeless tobacco, electronic cigarettes, and the act of carrying a lighted cigar, cigarette, pipe or other smoking material or device. Employees must follow all rules posted in designated smoking/tobacco use areas and adhere to all procedures associated with this policy.

4.12 INTERNET, NETWORK AND COMPUTER USE

The e-mail, Internet, voice mail systems and the computers and software are the property of GT Independence and are to be used primarily for business-related purposes. GT Independence employees are allowed use of the Internet and e-mail when necessary to serve our customers and conduct the Company's business. While at a customer site, customer owned equipment should never be used or tampered with under any circumstances. Employees may use the Internet when appropriate to access information needed to conduct business of the Company. Employees may use e-mail when appropriate for Company business correspondence. Accessing social networking sites using company equipment such as but not limited to Facebook, MySpace, Twitter, etc., is strictly prohibited.

In addition to e-mail equipment, all computers, PDA's, computer files, telephones, voice mail systems and software furnished to employees are the property of GT Independence and information transmitted by, received from, or stored in the e-mail or Internet systems are the property of GT Independence. Many employees assume their e-mail messages and use of the Internet are private. However, employees have no right of personal privacy in any matter when it relates to GT Independence e-mail and Internet usage. GT Independence's policies on document retention apply to electronic communications. E-mail files and Internet reports, like phone mail, can be used in the discovery process linked to litigation.

GT Independence has the capability to, expressly reserves the rights to, and from time to time may, access, review, copy and delete any information sent, received or stored in e-mail, Internet, network, computers, PDA's, or voice mail systems and to do so with or without notice. The right to monitor under this policy is limited to management personnel as designated by GT Independence. Additionally, GT Independence may disclose such information to any party (inside or outside of the Company) as it deems appropriate.

Employees may make occasional incidental use of the e-mail, Internet, or voice mail systems for personal use. However, abuse of this policy may subject the employee to discipline up to and including termination. It must be understood that any personal information will be treated no differently from other information, which will be accessed, monitored, utilized and disclosed by GT Independence. Accordingly, users cannot use e-mail, Internet or voice mail systems to send, receive or store any information that they wish to keep private. Employees must know and recognize that the use of deletion keystrokes does not necessarily mean that the document has been eliminated from the computer system.

Further, employees have no expectation of privacy when accessing personal e-mail accounts via the internet on a Company computer. If you access a personal e-mail account by using a Company computer, regardless of whether the account requires you to utilize a password, it will be considered a Company records and you have no right to privacy in its content.

Use of the Internet must not disrupt operation of the company computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful. GT Independence does not condone or permit the downloading or use of illegal, unlicensed or pirated documents, software or digital media on any of its computers or networks. Any and all illegal and questionable acts are not to be conducted while using and Company computer or network. Violating these policies may result in termination and the employee will assume any legal liabilities that may arise as a result of their actions.

GT Independence employees have access to various passwords and documents associated with the Company's network and programs. The use of the system log on procedures and passwords should not give rise to any employee expectation of privacy and is consent by the employee of GT Independence's right to monitor all use, as permitted by applicable law, with or without additional notice to employees, or further employee consent to such action by GT Independence. These are to be kept private and are not to be shared with any other employee without consent from management. Any employee found sharing or making these passwords public or accessing, or attempting to access, portions of the GT Independence network that they do not have permission to may be terminated.

4.13 SOCIAL NETWORKING POLICY

G.T. Independence recognizes and respects an employee's right to participate in social media activities (such as email, texting, social networking, blogging, etc) as long as employees do so during non-working hours (i.e. authorized breaks and lunch periods) using non-GT Independence supplied computers and devices.

When participating in these activities, even outside of the workplace, employees are expected to follow the guidelines set forth below and are reminded that GT Independence's Employee Handbook and other applicable policies continue to apply. Therefore, GT Independence employees engaged in these online media activities may not:

- Post GT Independence's name, trademarks, logos, privileged information, or other licensed identifiers without specific written approval.
- Post customer/client information or images without specific written approval.
- Post information or images of visitors, other employees, clients, vendors, or suppliers engaged in GT Independence's activities or events without specific written approval.
- Post GT Independence's advertisements, products, or services without specific written approval.

- Post or respond to media or press without specific written approval.
- Harass, threaten, discriminate or disparage against any employee or anyone associated with or doing business with GT Independence.
- Use a GT Independence email address as a means of identification while engaging in these types of on-line media.
- Post anonymously or under any other name information or statements that suggest you represent the opinion(s) of GT Independence
- Link from a personal social media site to GT Independence.

While business-related communications on professional networking forums are subject to the above guidelines, it is generally permissible for an employee to cite their affiliation with GT Independence on such forums within the employee's job or career profile.

Employees who violate the social media policy will be subject to corrective action, up to and including termination.

SECTION 5 – WAGE AND SALARY POLICIES

5.1 WAGE OR SALARY ADJUSTMENTS

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Adjustments will be determined on the basis of performance, adherence to company policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals (See Section 3.11, Employee Performance and Compensation Review).

Although the Company's salary ranges and hourly wage schedules will be adjusted on an ongoing basis, GT Independence does not grant "cost of living" increases. Performance is the key to wage increases in the Company.

5.2 TIMEKEEPING

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent on a job(s) performing assigned duties.

GT Independence's work week starts on Sunday and ends on Saturday. Overtime will be paid to non-exempt employees after 40 hours worked in a week. In order to track time, GT Independence utilizes an online timesheet program. Timesheets are completed opening a web browser and logging into <https://web01/>

ADDITIONAL NOTES:

A minimum half hour lunch is required for all full time employees.

Timesheets should be submitted the Monday after the end of a pay period.

Altering, falsifying, tampering with time records, or recording time on another team member's time card will result in disciplinary action, including termination of employment.

Authorized personnel will review time records each pay period. Any changes to an employee's timesheet will be approved by his/her supervisor. Questions regarding the timekeeping system or timesheets should be directed to your supervisor.

Non-exempt employees will be given instructions in using the online timesheet program on their first day of employment. The employee will be given thorough instructions on usage and instructions on what to do should a problem occur.

OVERTIME

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the non-exempt employee's regular hourly rate or in accordance with applicable federal and/or state requirements. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly employee must receive the supervisor's prior authorization. Overtime worked without prior authorization from the supervisor may result in disciplinary action. The supervisor's signature on a timesheet authorizes pay for overtime hours worked.

5.4 PAYDAYS

All employees are paid bi-weekly on Fridays. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the next day of operation.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his/her return from vacation.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request.

It is our policy to comply with the salary basis requirements of the Fair Labor Standards Act for all exempt employees. Therefore we prohibit all company managers from making any improper deductions from the salaries of exempt employees. We want our employees to be aware of this policy that GT Independence does not allow deductions that violate the Fair Labor Standards Act.

What to do if an improper deduction occurs:

- If you believe an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor.
- Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

5.5 BONUSES

GT Independence believes that when individuals perform with excellence and our organization is profitable, success should flow through our whole organization. The overall successful performance and profitability of GT Independence may allow for bonus money to be available after the end of each quarter.

The bonus percentage may vary every quarter based on company profitability and there is no guarantee that bonuses will be paid every quarter. In general, the bonus will be based on a combination of individual goals as well as team and department goals. The bonus for each employee will be calculated using base wages earned and paid while working in that quarter. Base wages includes overtime, PTO, Funeral Pay, Holiday Pay, and Jury Duty Pay.

To be eligible for bonus money, you must be an active full-time or part-time employee on the date the bonus checks are distributed.

SECTION 6 – BENEFITS AND SERVICES

6.1 GROUP INSURANCE

GT Independence is interested in the health and well being of both you and your family. A comprehensive health care program is available for you and for your family with a co-payment amount. We provide group insurance underwritten by a national insurance carrier. You become eligible for coverage the 1st of the month after you complete thirty (30) days of employment. You may choose to accept the insurance coverage, or not. The health insurance offered fully meets all the requirements of the Patient Protection and Affordable Care Act (PPACA).

The following benefits are provided, as defined and limited in the literature provided by our insurance company. Please refer to all Summary Plan Descriptions for detailed coverage information. This manual is not intended to replace any Summary Plan Descriptions.

- Major Medical and Surgical Coverage
- Medical Health Care Coverage
- Dependents' Health Care Coverage.
- Dental Coverage
- Vision Coverage
- Life Insurance in the amount of \$20,000 for the employee; paid by the company

The cost for the Health insurance premium is a shared cost between the company and the employee. For Dental and Vision insurance the premium is paid for by the employee. The employee portion of the Health, Dental, and Vision insurance premium is collected through payroll deductions.

All payroll deductions for insurance premiums are taken on a pre-tax basis.

In the event of your termination of employment with GT Independence or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your or their own expense. (This does not affect any conversion privilege as stated in the insurance policy)

TERMINATION OF INSURANCE

Your insurance will terminate when the insurance policy terminates, when you fail to make an agreed contribution to premium when due, or when you cease to be eligible for coverage under the terms of our group insurance program. Your insurance will terminate at the end of the month if you cease to be employed as a regular full-time employee eligible for the insurance.

QUALIFIED STATUS CHANGE

Employees may only make changes to their medical, employer-paid life insurance elections either during the Open Enrollment Period as defined by the insurance plan or due to a change in family status* (outlined below)

Changes between enrollment periods are allowed if the employee experiences a change in family status that affects access to benefits for themselves and/or their dependents. Federal law considers the following events to be examples of a *qualified change in family status*:

- Marriage
- Divorce
- Death of a covered dependent
- The employee or spouse's employment status changes, and the change affect the employee or his/her dependent's access to benefits.
- The employee acquires a new dependent (through birth, adoption or placement) or a covered dependent becomes ineligible for coverage
- The employee loses Medicare or Medicaid benefits.

Any change in coverage must be consistent with the reason that the change was permitted. The employee desiring to make the change must supply documentation of the change. The following are examples of documentation needed:

- Marriage or Divorce: Marriage Certificate or Divorce Decree.
- Employee or spouse's employment status changes: Letter from previous insurance carrier reflecting the date on which coverage will be terminated.
- Employee acquires a new dependent: Birth Certificate or adoption papers issued by the state.

The above documentation must be presented along with completed enrollment forms within thirty-one (31) days of the qualifying event. Coverage will be made effective on the first day of the week following the change except for additions of newborns, which will be effective on the date of birth.

COBRA AND HIPAA

The Consolidated Omnibus Reconciliation Act (COBRA) of 1985 is a federal tax and benefit law mandated by the Internal Revenue Service. This act requires employers to offer continuation of applicable health benefits to employees and covered dependents (Qualified Beneficiaries) whose coverage ends under GT Independence's group health plan.

An individual whose coverage ends under the employer group health plan may be entitled to elect continuation of coverage under COBRA. Coverage for dependents may be continued if they are currently covered under the plan.

The individual must elect continuation during the election period; premium payment is required; and the individual's coverage must have ended because of a Qualifying Event.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) was signed into law on August 26, 1996. It provides that group plans must comply with all nondiscrimination, pre-existing condition and crediting of prior health coverage requirements that were applicable at the beginning of the first plan year, starting after June 30, 1997. This law includes important new provisions for individuals who move from one job to another, who are self-employed, or who have pre-existing medical conditions. HIPAA's provisions amend Title I of the Employee Retirement Income Security Act (ERISA)—as well as the Internal Revenue Service code and the Public Service Act—and place requirements on employer-sponsored group health plans, insurance companies and HMO's.

The HIPAA Privacy Rule provides federal protections for individually identifiable health information held by covered entities and their business associates and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of health information needed for patient care and other important purposes.

The Security Rule specifies a series of administrative, physical, and technical safeguards for covered entities and their business associates to use to assure the confidentiality, integrity, and availability of electronic protected health information.

6.2 WORKERS' COMPENSATION

The Workers' Compensation Law is a no-fault insurance plan which is supervised by the state and one hundred percent (100%) paid for by GT Independence. This law was designed to provide you with benefits for any injury that you may suffer in connection with your employment. Under the provisions of the law, if you are injured while at work, you are eligible to apply for Workers' Compensation.

6.3 UNEMPLOYMENT COMPENSATION

GT Independence pays a percentage of its payroll to the Unemployment Compensation Fund according to its employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time.

Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have earned a certain amount, be willing and able to work and otherwise qualify under applicable Federal and State unemployment laws. You should apply for benefits through your local State Unemployment Office as soon as possible.

GT Independence pays the entire cost of this insurance.

6.4 SOCIAL SECURITY

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, GT Independence is required to deduct this amount from each paycheck you receive. In addition, GT Independence matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

6.5 HOLIDAYS

GT Independence observes the following paid holidays for all non-exempt employees, providing that they do not interfere with individuals essential work duties:

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

You may take time off to observe your religious holidays. If available, PTO may be used for this purpose; otherwise the time off is without pay. You must notify your manager in advance.

We schedule all national holidays on the day designated by common business practice.

If a holiday occurs during your scheduled vacation, you are permitted to take an extra day of vacation.

In order to qualify for holiday pay, you must work the scheduled workday immediately before and after the holiday.

You are not eligible to receive holiday pay when you are on any type of leave of absence.

OVERTIME PAY FOR HOLIDAYS WORKED

When a non-exempt or hourly employee is required to work on a scheduled Company Holiday, computation of pay will be at their regular rate for all hours worked, plus Holiday pay.

6.6 PAID TIME OFF (PTO)

All full-time employees receive PTO in the amount of 80 hours per year that can be used for vacation time, personal or family illness, doctor appointments, school, volunteerism, and other activities of the employee's choice.

During the first year of employment, beginning at the completion of their 90 Day Probationary Period, each full-time employee will receive 8 hours of PTO per month up to the maximum of 80 hours. In subsequent years the employee will receive eighty (80) hours of PTO at the beginning of each calendar year for use during that year.

PTO time must be taken in 2 hour increments at a minimum. Up to 40 hours of PTO may be "rolled-over" to the next calendar year. When an employee takes a Leave of Absence for any reason, any available PTO time will automatically be assigned to the time taken for the Leave of Absence.

PTO benefits will be increased based on length of service with GT Independence in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Amount of additional PTO</u>
At 5 year Anniversary	an additional 40 Hours will be granted on their Anniversary Date; a total of 120 Hours in subsequent calendar years
At 15 year Anniversary	an additional 40 Hours will be granted on their Anniversary Date; a total of 160 Hours in subsequent calendar years

An employee ending active service with the company is not required to be paid for unused PTO that they have not taken in the current year.

Each employee's available PTO is documented on the employee's pay data and each employee is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

6.7 FUNERAL (BEREAVEMENT) LEAVE

You are entitled to take up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family (spouse, parent, guardian, child, sister, brother, grandparent, in-laws, step children, step parents, step brother and step sister, and grandchildren). Only regular full-time employees are eligible for paid funeral leave.

With your manager's approval, you may take time off without pay to attend funerals of other relatives and friends. If you prefer, PTO days may be used for this purpose.

Pay for a funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave.

An excused absence for family death may not be retroactive, postponed or split.

6.8 JURY DUTY

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, we will permit you to take the necessary time off and we wish to help you avoid any financial loss because of such service. If you have completed your Probationary Period, GT Independence, will continue to pay your regular pay. You must notify your manager within forty-eight (48) hours of receipt of the jury summons.

On any day or partial days you are not required to serve, you will be expected to return to work. In order to receive jury duty pay, you must present a statement of jury service and pay to your manager. The court issues this document.

6.9 TRAINING AND PROFESSIONAL DEVELOPMENT

GT Independence recognizes the value of professional development and personal growth for employees. Therefore, GT Independence encourages its employees who are interested in continuing education and job specific training to research these further and get approval before signing up for the seminars or courses.

SECTION 7 – EMPLOYEE COMMUNICATIONS

7.1 STAFF MEETINGS

Staff Meetings will be held periodically as appropriate for our business conditions. These informative meetings allow employees to be informed on recent company activities, changes in the workplace and employee recognition.

7.2 BULLETIN BOARDS

Bulletin Boards may be located at certain locations and may provide employees with current information relating to guidelines and practices, or any other item of interest, and federal, state and local regulations relating to employment. Company bulletin boards may not be used for personal or other business without prior approval.

Materials for posting on any of the bulletin boards must be approved by the HR Department.

7.3 SUGGESTION PROCEDURE

There may be times when you have suggestions for improvements that will enhance the work environment at GT Independence – please don't hold it back! We are counting on you. Our commitment is to give careful consideration to your input. Our employees are our greatest resource for improving our operations. All suggestions will be reviewed in light of existing guidelines and procedures and by concentrating on *what* is right rather than *who* is right.

There is a Suggestion Box located in each of GT Independence's facilities.

7.4 PROBLEM SOLVING PROCEDURE

There also may be times when a difference of opinion arises between employees. If this happens, talk to your supervisor, manager, or HR Professional about it. In the event that you are not satisfied with your supervisor's initial response, or if, for some reason, you do not wish to bring the issue to your supervisor informally, there is a formal problem solving process available to all employees. Issues such as work assignments, performance appraisals, cooperation between employees, individual compensation, discipline received, safety, etc., may all be brought forward in a formal Problem-Solving (PS) process as explained below. Issues affecting someone other than you or a broad group of employees are not appropriate for the PS process. For harassment or sexual harassment issues there is a separate process outlined in this handbook.

STEP 1

The employee describes the issue, in writing, and gives a copy to his/her supervisor and the HR Department. Upon receiving the issue notice, the supervisor, area manager, and the Human Resources Manager must meet with the employee and render a response, in writing, to the employee within five (5) business days.

STEP 2

If the employee is not satisfied with the area manager's response, he/she may request of management a Problem Solving Hearing. The Problem Solving Hearing will be attended by the area manager, the Human Resources Manager, and one other salaried exempt person selected by the employee. The Hearing Board must meet with the employee and render a response, in writing, to the employee within five (5) business days of the Hearing.

STEP 3

If the employee is still not satisfied with the decision, he/she may appeal the decision, in writing, to the CEO. The CEO will meet with the employee and the appropriate management representatives and render a final decision within ten (10) business days.

The role of the Human Resources Manager is to facilitate all formal PS meetings and act as an advisor to both sides. While every effort will be made to meet the response deadlines, there may be occasions when the timelines will vary based upon managers'/employees' commitments.

RECEIPT & ACKNOWLEDGEMENT OF GT INDEPENDENCE EMPLOYEE MANUAL

Please read the following statements and sign below to indicate your receipt and acknowledgement of the GT Independence Employee Manual.

- * I have received and read a copy of the GT Independence Employee Manual. I understand that the guidelines, rules and benefits described in it are subject to change at the sole discretion of GT Independence at any time.
- * I further understand that my employment is terminable at will, either by myself or GT Independence, regardless of the length of my employment or the granting of benefits of any kind.
- * I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth in writing and signed by myself and the CEO of GT Independence.
- * I am aware that during the course of my employment confidential information will be made available to me, i.e., marketing strategies, customer lists, pricing guidelines and other related information and confidential information about customers and clients of GT Independence. I understand that this information is critical to the success of GT Independence and must not be given out or used outside of GT Independence's premises or with non-GT Independence employees. At all times during my employment and at all times subsequent to the termination of employment, whether voluntary or involuntary, I hereby agree not to disclose such confidential information, except as may be required by GT Independence in connection with my employment.
- * I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the GT Independence Employee Handbook.

Employee's Printed Name

Employee's Signature

Date