



# Employee Handbook



June 2025

# INTRODUCTION

This Employee Handbook contains information regarding the personnel policies and procedures applicable to your employment with Casual Patio Furniture Refinishing, Inc., or Convenience Auto Service, Inc. ("The Company") including the advantages you will enjoy as an employee and what is expected of you. It has been designed to serve as a guideline to which you may refer whenever you have any questions about your employment with The Company.

Just as any employee may resign at any time for any reason or for no reason, The Company reserves the right to release an employee, with or without cause, and with or without notice, at any time. No employee, supervisor, or other representative of The Company has the authority to enter into an agreement for employment for any specified period of time, or to make any agreement contrary to the provisions contained in this Handbook, except the The President, and such changes and/or agreements made by the The President must be in writing and directed to you personally. This Handbook supersedes all prior representations or statements made to you about your employment with The Company, oral or written, and rescinds any and all prior policies, procedures, and terms contained in this Handbook or general rules and regulations of The Company previously in effect.

The Company may set rules and regulations governing the conduct of employees. Such rules and regulations, however, are not intended to cover all circumstances, and do not alter the fact that the employment relationship is terminable at the will of either party. The direction and control of work for all employees includes, by way of illustration and not of limitation, the right to hire, assign, suspend, transfer, demote or discharge, and is the sole prerogative of The Company.

Any and all statements and policies in this Handbook are subject to unilateral change, in whole or in part, by The Company. Also, The Company retains the right to change, modify, suspend, interpret or cancel, in whole or in part, any of the published or unpublished personnel policies or procedures, without advance notice, in its sole discretion, without having to give cause or justification or consideration to any employee. Recognition of these rights and prerogatives of The Company is a term and condition of employment and continued employment. In addition, nothing contained herein, inclusive of any policies pertaining to termination, performance evaluation or discipline, shall be construed to grant anything other than at will employment.

After you have read this Handbook, you will be asked to sign an Acknowledgement Form, indicating your acceptance of the policies and procedures outlines herein. Please be sure to ask questions or get clarification about any information that you do not understand.

# **SECTION 1 - GENERAL PERSONNEL POLICIES**

## **1.0 EMPLOYMENT RELATIONSHIP**

Because employment with The Company is for an indefinite period of time rather than for a specified term, any employee who wishes to do so can terminate his or her employment at any time, with or without notice, and for or without cause. Similarly, The Company can terminate the employment of any employee at any time, also with or without notice and for or without cause. No employee, supervisor, or other representative of The Company has the authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing other than The President, and any such agreement must be in writing, signed by The President, and directed to you personally.

### **1.1 PHILOSOPHY AND WORK ENVIRONMENT**

The personnel policies of The Company are designed to help build a work environment that recognizes you as a valuable resource and as an essential component to our success. In turn, The Company trusts that you will give your very best efforts and will work cooperatively with others as you perform your job assignment.

Therefore, there is a strong partnership between you, your immediate supervisor, and all other employees of The Company, in which the effectiveness and success of each person depends on the willing cooperation and trust of all the others.

To foster this environment, The Company has three overall employee relations objectives. First, to help assure that you are treated with dignity and respect in your employment relationship with us; second, to recognize you as an individual; and third, to help you and all other employees of The Company realize the personal satisfaction derived from being part of a team dedicated to maintaining the highest standards of community and professional service.

### **1.2 EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

In keeping with its goals of individual recognition and treatment, characterized by dignity and respect, The Company is committed to providing equal employment opportunities to employees and applicants for employment, and will not discriminate on account of race, creed, color, religion, national origin, sex, age, disability, height, weight, or marital status in the hiring, promotion, or any other aspect of your employment with us. As part of this policy, The Company also prohibits abusing the dignity of anyone through ethnic, racist, sexist, religious, age, handicap, height, weight, veteran or marital status jokes, slurs or other derogatory comments, statements or conduct of an objectionable nature. Any employee, supervisor or other representative of The Company who violates this policy will be subject, in the discretion of The Company, to

prompt disciplinary action, up to and including discharge following an investigation conducted by the supervisors.

### 1.3 HARASSMENT

Under no circumstances will The Company condone or tolerate conduct by any employee, supervisor or non- employee that subjects any other employee, employer or non-employee to harassment, including sexual harassment, on the job. The Company intends to create and maintain a work environment in which people feel comfortable and respected. Simply stated, sexual harassment is any unwanted sexual attention pressed on an unwilling employee or client by a The Company employee or supervisor, and includes:

(A) - Sexual relations, sexual contact, or the threat of sexual relations or sexual contact, which is not freely and mutually agreeable to both parties.

(B) The continual or repeated verbal abuse of a sexual nature, including, but not limited to, sexually explicit statements, sexually suggestive objects or pictures, sexually degrading words used to describe the employee or propositions of a sexual nature.

(C) The threat or insinuation that lack of sexual submission will adversely affect the employee's wages, advancement, assigned duties or other conditions that affect employment. However, we recognize that the question of whether a particular action or incident is a purely personal or social relationship, without discriminatory employment impact, requires a factual determination based on all facts and the totality of the circumstances. Given the nature of this type of discrimination, we also recognize that false allegations of harassment can have serious effects on innocent men and women.

### 1.4 HARASSMENT COMPLAINT PROCEDURE

Any employee who believes he or she has been the subject of any harassment as defined herein, including but not limited to sexual harassment, should report, in writing, the alleged act immediately (within 24 hours after the alleged harassment occurs, if possible) to your Supervisor. If your Supervisor is not available, if the employee is dissatisfied with their Supervisor's resolution, or if your Supervisor is the person accused of harassment, the report should be made in writing to The President.

It is the policy of The Company to conduct a prompt investigation of any such complaint, and to take immediate remedial action, such as the assessment of discipline, up to and including discharge, of any employee, supervisor or other representative of The Company, who, after such investigation, is found to have engaged in this type of offensive practice or conduct. All complaints will be thoroughly investigated in a completely confidential manner, and all employees, supervisors and other representatives of The Company are expected to cooperate fully with any such investigation.

### 1.5 NON-RETALIATION

We trust that all employees of The Company will continue to act responsibly to establish a working environment free of discrimination and harassment, and encourage any employee who has any questions about The Company's non-discrimination policies, including sexual harassment, to contact your Supervisor or the President.

It is also the policy of The Company to strictly prohibit any retaliation against an employee, who, in good faith, has registered a complaint under these non-discrimination policies. Any employee, supervisor or other representative of The Company who, after investigation, has been determined to have retaliated against any employee for utilizing these complaint procedures will, in the sole discretion of The Company, be subject to appropriate discipline, up to and including discharge.

### 1.6 WORKPLACE VIOLENCE

Emotional, physical or verbal intimidation, threats, or violence towards another staff member, employer, or client will not be tolerated in any way and will result in immediate dismissal from The Company. Violent conduct includes, but is not limited to the following:

- **Carrying weapons**, both open or concealed, of any kind in the workplace, or on company business outside the workplace. This includes items used for personal protection such as guns, ammunition, knives or any other item that could be construed/used as a weapon, without the expressed written permission of an officer of The Company.
- **Intimidation** of another staff member, employer or client so as to make them think you might harm them in any way is prohibited.
- **Use of profanity** or derogatory statements towards another staff member, an employer, client or vendor.
- **Destruction of company property** or the property of a fellow staff member, employer or client.
- **Violent conduct** maybe reported to the local police department for filing of criminal charges if the investigation so warrants.

### 1.7 EMPLOYMENT OF PERSONS WITH DISABILITIES

The Company welcomes applicants with disabilities, including disabled veterans, and does not discriminate against people who are disabled. It is the policy of The Company to employ and promote qualified employees with disabilities using the same criteria that is used in the employment of other employees. The Company will also make reasonable accommodations to the limitations of qualified individuals with disabilities, provided it would not result in undue hardship to The Company.

Employees with disabilities who require accommodation should contact the President.

## 1.8 EMPLOYMENT STATUS

With respect to employment status, all employees of The Company will be considered one of the following:

- (A) Regular Full-time Employee: A regular full-time employee is an employee who is scheduled to a recurring and normal workweek 5 to 6 days a week, OR, until the work load is finished to satisfy the customer's requirements.
- (B) Part –Time Employees do not work a normal recurring work week / regular hours, and may be called in to handle specific jobs, or mitigate workload during seasonal or peak periods.

## 1.9 REORGANIZATIONS AND REDUCTIONS IN FORCE

Various economic and operational contingencies may require The Company to reorganize and/or reduce its workforce. During such periods, in its sole discretion, The Company reserves the right to suspend regular employment policies and practices in order to take whatever actions it considers necessary to accomplish the reorganization and/or reduction in force efficiently and effectively, based upon criteria it considers appropriate under the circumstances. Such criteria may include, but is not limited to the following, notwithstanding any other provision contained in this Handbook:

Discharge or lay off employees and elimination of job classifications and positions;  
Combine or revise job titles and/or job descriptions: Create new job titles and/or descriptions; and

Fill any job or position vacated or created by the reorganization or reduction in force, using any criteria deemed appropriate by The Company. All employees are classified as utility employees.

## 1.10 RIGHT OF PRIVACY AND ACCESS TO FILES

It is the policy of The Company to collect only that personal employee information that is relevant and necessary to perform essential business functions. For example, no records are to be gathered or maintained concerning your associations, political activities, personal publications or communications, or of your non-employment activities, unless submitted or authorized by you, in writing, and required for a regular business purpose. Likewise, all company information is to be kept private and is not to be shared with family members, the general public or other entities in the community. Office furnishings and equipment, including computers, are property of The Company. Employees must understand that office files and computer files, including electronic mail files and transmissions, may be accessed by The Company.

Access to personal employee information is restricted to those with a legitimate need for such information in the performance of their job duties. Also, information about you will not be released outside The Company, without your consent, except verification of your employment for credit approval purposes (new employees), information on employment dates for employment reference checks, and information which must be disclosed by law, court order, or upon request of an appropriate governmental authority.

All information relating to current and/or potential employers/customers of The Company is the property of The Company. Any and all employees involved in marketing the services of The Company to potential customers are expected to provide complete information to their Supervisor and/or an Officer of The Company regarding marketing strategies, status, etc. No employee has any proprietary interests in the information received while working for The Company.

#### **1.11 RESIGNATION**

Employees are asked to give at least two (2) weeks written notice upon their decision to resign their employment, which, among other things, will provide an opportunity for such employees and The Company to explore the reason(s) for the resignation and whether any action could be taken by The Company which may influence the employee's decision. However, The Company reserves the right to accept or reject the offered two- week notice, and may elect to terminate the employment relationship in less than two (2) weeks. The last day the employee actually works will be considered the date of termination.

## **SECTION 2- RELATIONSHIPS AND RESPONSIBILITIES**

### **2.0 PERFORMANCE ON THE JOB**

Employees at The Company are expected to work cooperatively with each other, as a team, to keep the organization operating efficiently. Even though The Company has prepared job descriptions which explain the purpose and primary job duties of the various job positions within The Company, when you come to work you are expected to do whatever you are assigned to do by your supervisor, and to do the very best job you can. This means getting every assignment done on time and done right. It also means taking care of all the details surrounding the assignment so that others don't have to pick up the loose ends. Finally, it also means using good judgment, asking questions, anticipating problems, and taking the initiative to prevent the problems from occurring, as well as offering your ideas on how to get the job done better.

Employees are not to engage in personal business while they are being paid by The Company. In other words, if you complete a work assignment and do not have other work to do, you are expected to ask their Supervisor for additional work assignments. When you are punched in, all of your time and effort should be directed toward the business operations of The Company.

## 2.1 ATTENDANCE AND PUNCTUALITY

You are expected to be at work when scheduled, to arrive on time at the beginning of your shift, and to return to work at the end of your lunch break on time. When you are absent or late for work your work must be performed by other staff, just as you must perform. The work of your co-workers when they are absent or late. You are also expected to remain at work through the end of your work shift. Other guidelines include:

- (A) Excessive absenteeism is not acceptable.
- (B) Excessive tardiness is not acceptable. If an employee is tardy three (3) times or more within a one (1) month period of time, he/she will be counseled and given a written reprimand (Step 1). If that same employee is tardy one (1) or more times during the next one (1) month, he/she will be counseled, given a written reprimand and a three (3) day unpaid suspension. If he/she is tardy one (1) or more times during that next one (1) months, they will be discharged from their employment with The Company. Tardiness is defined as punching in after your normal start/shift time.
- (C) If an employee fails to report to work without notifying their Supervisor for a period more than three (3) consecutive work days or more, he/she will be considered to have voluntarily terminated his/her employment.
- (D) Whenever possible, employees should notify The Company, in advance, when they are going to be absent or tardy, or, in any event, at least ninety (90) minutes prior to the start of their regular work day. During such times, employees are expected to provide The Company their Supervisor with the reasons for their absence or tardiness, and an estimate of when they expect to return to work. They should also advise their Supervisor of any unfinished work assignments that need to be completed during their absence or tardiness. Except for extenuating circumstances, employees must call in and speak with their Supervisor regarding each absence. Exceptions to this section will be accepted in accordance with applicable State and Federal employment law.
- (E) The Company, at any time, reserves the right to request written verifications, including statements from doctors, of the reasons for an employee's absence or tardiness and/or ability or inability to return to work, in accordance with applicable Michigan or Federal Laws.

## 2.2 CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT

The Company does not wish to infringe on the personal lives or activities of its employees, and respects the right of its employees to manage their personal lives and other outside activities. However, employees assume certain obligations when they



accept employment with The Company. The basic underlying principle in conflict of interest is that employees should avoid any activity, investment or interest, including outside or secondary employment or agreements, that might adversely impact their job performance, interfere with their business judgment, or otherwise reflect unfavorably upon the integrity or good name of themselves or The Company.

Outside employment is that situation in which an employee of The Company holds a position with another employer, operates another business or has agreement to perform services to a third party for a specific period of time. Such secondary employment would specifically include a competitor of The Company. Secondary employment may have an adverse impact on the employee's job performance and ability to provide quality service on behalf of The Company to its customers. - Additionally any proprietary information you have become aware of during your employment with The Company may not be used for secondary employment. Therefore, employees should inform their Coordinator and the The President in writing of any secondary employment.

*The intent of this policy is not to prohibit activities or conduct unless they are harmful to the interest of The Company or its customers. Employee questions involving such activities or conduct will be readily resolved after making full disclosure to their Supervisor and a company officer..*

### 2.3 CONFIDENTIAL INFORMATION -

During the course of your employment with The Company, you may be exposed to confidential information regarding customers or various administrative or business matters. Therefore, during or after your employment with The Company, you are prohibited from, directly or indirectly, disclosing, furnishing or making accessible to any person, firm, corporation, or other entity; any confidential information obtained while employed by The Company, without the express written approval of the The President.

### 2.4 SOLICITATION OR DISTRIBUTION

In order to eliminate the possibility of disruption of operations and annoyance of employees, and to maintain a good working atmosphere, solicitations of all nature, or distribution of literature by an employee during working hours, and in the course of performing his/her job assignment, is prohibited at all times, unless directed or approved by their Supervisor.

### 2.5 CHANGE OF ADDRESS AND OTHER PERSONAL INFORMATION

The Company is required to maintain personnel records and files on each employee regarding information relevant to their employment. To ensure that you receive the benefits to which you are entitled, you are responsible for promptly notifying their Supervisor, whenever there is a change in the following:

- Address
- Telephone number

- Person(s) to notify in case of emergency - Name changes Marital status
- Number of dependents (for beneficiary and tax purposes)

## 2.6 EMPLOYEE HYGEINE PRACTICES

**Purpose:** To promote a clean and healthy workplace for all employees, prevent the spread of contagious virus and diseases and to maintain a professional environment for customers and colleagues. The company does its best to understand and comply with the many legal responsibilities imposed by state and federal laws, and guidelines.

- **Personal Hygiene:** Employees are expected to maintain a high standard of personal hygiene. This includes regular bathing, use of deodorant, and maintaining clean and neat hair.
- **Work Attire:** Employees should wear clean and appropriate work attire. Employees who are issued Uniforms (mechanics and trainees) should wear clean uniforms provided by the company each day. Counter or other staff who wear their own work clothing should launder those regularly.
- **Hand Hygiene:** Employees must wash their hands frequently, especially after using the restroom, before eating, after handling food or waste and after coming in contact with potentially unsanitary materials such as drain oil and other materials associated with working on vehicles. Hand sanitizers and appropriate hand cleaner (soap) will be provided in common areas.
- **Sick Policy:** Employees who are ill (e.g., contagious illnesses) should stay home to prevent the spread of illness. Employees should notify their supervisor if they are unable to work due to health issues.
- **Reporting Issues:** Employees should report any concerns regarding hygiene practices to their supervisor. Management encourages open communication (employee to supervisor) about hygiene standards. Likewise, if an employee is experiencing a medical hygiene or other issue that may require an ADA accommodation, it is the responsibility of the employee to request that accommodation from his supervisor in writing .
- **Wearing of Masks:** Unless directed otherwise by state or federal authorities, wearing of surgical masks at work is at the discretion of the employee UNLESS when working closely with a customer (for example when providing a ride or test drive) a customer requests it. Employees must do their utmost to put customers at ease with respect to medical well-being by distancing themselves and wearing a mask when a customer asks for it.
- **Compliance:** All employees are expected to comply with this policy. Failure to adhere to these standards may result in disciplinary actions.

## 2.7 DRUGS AND ALCOHOL -

It is the policy of The Company not to employ persons who use or traffic illegal drugs or who abuse prescription drugs or alcohol. It is therefore, a violation of The Company's position on drugs and alcohol for an employee to:

- (A) Operate any motor vehicle during the performance of The Company's business while under the influence of drugs or alcohol.
- (C) Be in possession of illegal drugs or alcohol while on the premises or on duty.
- (D) Sell or distribute illegal drugs on or off the job.
- (E) Work while under the influence of drugs or alcohol or with illegal drugs in one's system.

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. The Company reserves the right to test employees for drug or alcohol impairment on a random basis, or based upon a reasonable suspicion that an employee is impaired. Any violation of this policy may result in disciplinary action, up to and including discharge.

## **SECTION 3- WAGE AND SALARY 3.0 OBJECTIVES AND PHILOSOPHY**

The objectives of The Company's compensation program are to attract, retain and motivate the highest caliber people, to pay wages and salaries that are competitive, and to reward employees based on their performance. An employee receives pay for work performed, and does not in any way receive a "guaranteed" hourly, weekly, monthly, or annual salary. Therefore, The Company reserves the right not to pay an employee for any time not actually worked.

### 3.1 THE WORK SCHEDULE

The normal work hours for full time employees are as scheduled, Monday through Saturday. There is a one-half hour (30 minute) unpaid mandatory meal period. The timing of your meal period will be coordinated by your Supervisor. Your Supervisor

reserves the right to establish and adjust work schedules based upon the needs of the organization.

### 3.2 OVERTIME SCHEDULES

Overtime work is unusual, but may be needed to meet peak periods, emergencies and other specific situations. In all but the most urgent and unusual situations, time worked beyond the normal shift hours should be approved by an officer of The Company in advance.

### 3.3 PAY PERIODS

Employees are paid on a weekly basis, on Friday. Paychecks will be ready and distributed after 3:00 p.m. on payday.

### 3.4 PAYROLL ADVANCES / LOANS -

The Company does not permit advances against paychecks and will not make personal loans except in emergency situations, as determined solely by the The President.

### 3.5 GARNISHMENTS

The Company must legally comply with all writs of garnishment it receives. If we receive a writ of garnishment requiring us to withhold and pay a portion of your wages to a court, you will be notified before any deductions are taken from your paycheck.

### 3.6 SEVERANCE PAY

The Company does not grant severance pay. Upon termination of employment, an employee will be paid up to the last day worked, prorated on a daily basis, and paid on the next regularly scheduled payday.

### 3.7 LUNCH PERIODS

Each regular employee of The Company shall be given an unpaid meal period during a normal 8 hour shift. This is normally specified in your original offer of employment letter. If it is not specified, normal company policy for unpaid lunch period is of sixty (60) minutes (for a normal 8 or 8-1/2 hour) work day. This lunch period will not be at any designated time, but will be scheduled by your supervisor based on the operational needs of The Company. Employees are required to take their full meal break each day. It is well established that a well-rested employee tends to be better focused with reduced job errors. Workplace safety is also enhanced when employees take meals of proper duration. Your supervisor should consent to any deviations from this policy.

### 3.8 TIME CLOCKS

Each hourly employee of The Company shall utilize the computer/electronic time clock to record his/her hours worked. Under normal circumstances, the employee is expected to punch in and punch out each time they arrive at, or leave from, the office. Punching another employee in or out, or improperly using the time clock is strictly prohibited and

will result in disciplinary action being taken against the offending party. Each employee is expected, to punch in prior to their start time and be in their work area at their starting time. Should you forget to punch in or out, you should contact your Supervisor immediately for them to record the time, so that you can be paid accurately. Unusual circumstances, such as overnight trips, or delivery persons who arrive after the building is closed, should make arrangements with their supervisor to record their work time, so that they can be paid accurately. Michigan law specifies that the company can stipulate the start and end times for various shifts, and must approve any overtime in advance. Normal paid shift time is 8:30 am to 5:30 PM (Less 60 minute unpaid lunch period) unless directed by your supervisor.

## **SECTION 4- PAID-TIME AWAY FROM WORK**

### **4.0 HOLIDAYS**

The Company recognizes the following holidays: New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day (6 holidays). Whenever possible, The Company will observe these holidays on the same day as the majority of other businesses. Pay for a holiday will be at the employee's regular hourly rate and will only be paid when the holiday falls on a weekday. In other words, if a holiday falls on a Saturday or Sunday, the office will be closed, but no holiday pay will be made. The employee must work the day before and the day after the holiday (and be on time) in order to earn holiday pay. Any deviation from this policy will be at the discretion of The Company.

## **SECTION 5.0 - TIME OFF FROM WORK**

### **5.0 UNPAID TIME OFF -**

An employee can request unpaid time off away from work by completing a "Request for Time Away from Work" form and submitting it to your Supervisor at least twenty-four (24) hours in advance of the time requested. As long as the time off is approved in advance by your Supervisor, it will not be considered an instance of absence.

### **5.1 JURY DUTY**

The Company recognizes the importance of this civic responsibility and will excuse from work any employee who is summoned to serve on a jury. The employee must notify The Company within forty-eight (48) "work" hours after receipt of the jury summons. In the event an employee is excused from attendance at court while on jury duty the employee is expected to report to work. The employee must provide verification of actual-time spent on jury duty to your Supervisor. Even if requested properly in advance, failure to provide verification of time spent on jury duty will result in the time away from work being considered an instance of absence (refer to section 2.1 above).

### **5.2 MILITARY LEAVES OF ABSENCE**

The following military leaves of absences are-available for eligible employees: -

- (A) Military Reserve Training- Military leave, without pay, will be granted to all employees in the Active Reserve, in accordance with state or federal law. A copy of military orders must be presented to your Supervisor at least one (1) week in advance of the Training period.
- (B) Active Military Service Employees who enter active military service, either through enlistment or draft, will be granted a leave of absence, without pay, in accordance with prevailing state or federal law. The leave will be for the term of the initial enlistment, unless the additional service is involuntary. The employee must apply for reemployment within the period required by law.

Employees are encouraged to contact their Supervisor if additional information is needed or desired.

## **SECTION 6 - INSURANCE PROGRAMS**

### **6.0 WORKERS' COMPENSATION**

As an employee of The Company, you are covered by a Workers' Compensation policy, which may entitle you to receive benefits in the event you suffer a work-related injury or disease. Therefore, you should immediately report all work-related illnesses or injuries, no matter how slight, to your Supervisor, who will provide you with additional information regarding this insurance coverage.

## **SECTION 7. ALTERNATIVE DISPUTE RESOLUTION**

In recognition of the fact that differences may arise between The Company and an employee arising out of or relating to their employment relationship, or its termination, and in recognition of the fact that resolution of such differences in the courts is rarely timely or cost effective for either party, an arbitration procedure has been established in order to gain the benefits of a speedy, impartial and cost effective dispute resolution process. -

### **7.0 INTERNAL PROCEDURE**

In the event that you have a complaint or grievance relating to your employment, you should first discuss the matter with your Supervisor, who will discuss the matter with the team of supervisors, and if it is not resolved to your satisfaction, you should discuss it with the The President. If after discussing your complaint or grievance with the The President, you are still not satisfied with the resolution of your concern(s), you may proceed to the final step of the procedure, which is binding arbitration.

#### **7.1 COVERED CLAIMS PROCEDURE -**

Except as otherwise provided herein, any and all disputes controversies or claims for which a court otherwise would be authorized by law to grant relief arising out of,

relating to or associated with the employment relationship between an employee and The Company, or its termination, shall, upon written request by either party be submitted for resolution by arbitration before any other legal action or process may be taken by either party. The claims covered by these provisions include, but are not limited to, claims for wages on other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, religion, national origin, age,

marital status, or medical condition, handicap or disability); claims -for benefits; and claims for violation of any federal, state, or other government law, statute, regulation, or ordinance, except claims excluded in the following paragraph.

Either party shall have the right to withdraw from and terminate the arbitration of any covered claim which is also covered by Title VII of the U.S. Civil Rights Act of 1964, as amended, the U.S. Americans With Disabilities Act, as amended, and the Michigan Elliott-Larsen Civil Rights Act, as amended; provided, that the notice of withdrawal is provided to the other party; in writing, and prior to the commencement of the arbitration hearing. In the event that the employee withdraws a claim from the arbitration process, the employee can not pursue such claim(s) in a state of federal court of law and shall be responsible to pay for the cost of any hearing cancellation fees charged by the arbitrator.

## 7.2 CLAIMS NOT COVERED

These provisions do not apply to claims for workers' compensation benefits or compensation, claims for unemployment compensation benefits; claims by The Company for injunctive and/or other equitable relief for unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information; and, claims based upon an employee pension or benefit plan which contains an arbitration or other non-judicial dispute resolution procedure, in which case the provisions of such plan shall apply.

## 7.3 NOTICE REQUIREMENTS

The Company or an aggrieved employee must give written notice to the other party, as well as the American Arbitration Association, within one (1) month of the date such party first has knowledge of the event or circumstances giving rise to the claim otherwise the claim shall be void and deemed waived even if there is a federal or state statute of limitations which would have given more time to pursue the claim. - Written notice to The Company shall be sent to the The President at the office of The Company. Written notice to an employee shall be sent to the employee's last address of record. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

#### 7.4 REPRESENTATION

Either The Company or the employee may be represented by an attorney or other representative of their choice.

#### 7.5 DISCOVERY

Each party shall have the right to pre-hearing discovery in the time and manner provided by the then applicable Michigan Court Rules. Each party also shall have the right to make requests for production of documents to any party. The subpoena right specified below shall be applicable to discovery pursuant to this paragraph.

#### 7.6 DESIGNATION OF WITNESSES -

At least thirty (30) days before the arbitration hearing, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing.

#### 7.7 SUBPOENAS

Both The Company and the aggrieved employee shall have the right to subpoena witnesses and documents for the arbitration hearing.

#### 7.8 PROCEDURES AND REQUIREMENTS

Except as otherwise provided, any arbitration shall be in accordance with the Model Employment Arbitration Procedures of the American Arbitration Association ("AAA") in effect at the time written notice of the claim is given. The arbitration shall be before an arbitrator who is licensed to practice law in the State of Michigan, who actively litigates employment law cases, and shall take place in or near the city in which the employee is or was last employed by The Company. The parties and/or their representatives shall work diligently to agree on the person to arbitrate the claim(s).

The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of Michigan, or federal law, or both, as applicable to the claim(s) asserted. The Michigan Rules of Evidence shall apply. All statutory remedies will be available to the employee.

The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person as the arbitrator, deems necessary. The arbitrator shall also have the authority to enter a motion to dismiss and/or motion for summary disposition by any party and shall apply the standards governing such motions under the Michigan Court Rules.

The arbitrator shall have no power to add to, subtract from, or alter the policies and procedures of The Company or other conditions of the employment relationship, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

Either party is expected to and may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings.

Either party upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the arbitrator.



The arbitrator shall render an award and opinion in the form typically rendered in labor arbitration cases. An award by the arbitrator shall be final and conclusive upon the parties, and any judgment therein may be entered in the highest court for the forum, State or Federal having jurisdiction. Either party shall have ninety (90) days after issuance of the award within which to appeal such award to the court having jurisdiction to set aside the award.

#### 7.9 ARBITRATION FEES AND COSTS

The parties shall share equally the fees and costs of the arbitrator. Each party will deposit funds or post other appropriate security for its, his or her share of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of hearing. Each party shall pay for its, his or her own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which entitles the prevailing party to attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute or agreement.

#### 7.10 DISCLOSURE

The provisions of this arbitration procedure are not intended, and do not in any way, alter the "at- will" employment relationship between the parties.

#### 8.0 HOUSEKEEPING

A clean work area makes for a more pleasant and safe place to work. You are expected to keep your workspace neat and free of clutter. Place all litter from lunches, scrap materials, dropped packaging materials, papers, spilled drinks, glass, etc. in receptacle. All papers related to your work should be neatly stored and stacked.

#### 8.1 TELEPHONE CALLS

Telephones play an important role in The Company's business and will be subject to the following guidelines;

- Incoming and outgoing personal telephone calls on The Company's telephones are not allowed, except for emergencies and/or brief (1-2 minute) family communications.
- Employees may be charged for outgoing personal calls.
- Cell phones are not to be used while on company time - only at lunch or before or after shift.

#### 8.2 DRESS CODE -

All The Company employees are expected to maintain a professional appearance and image. Therefore, it is necessary to have a dress code that reflects the image that is to be projected to our clients, employees and the general public.

### 8.3 RULES OF CONDUCT -

Certain standards of employee conduct and discipline are essential for The Company to operate efficiently and smoothly. Such standards, or rules of conduct are established with the objective of helping everyone to become as effective as possible. All employees are expected to follow the rules and regulations of The Company. Although The Company has established an "at-will" employment relationship with its employees, in certain instances, The Company may apply the method of progressive discipline, as described later. The following list, which is neither complete nor exhaustive, contains examples of some, but not all, of the conduct which is prohibited, and which may result in discipline, up to and including discharge, and in no way constitute a limitation of the right or the ability of The Company to terminate employee services for any reason and at any time, with or without notice.

1. Engaging in horseplay or reckless conduct that endangers the safety of other employees.
2. Using profanity towards a fellow employee, employer or client.
3. Gambling on the premises or soliciting for lotteries.
4. Violating any health and safety instructions or rules established by The Company.
5. Leaving your job or The Company's premises without permission.
6. Negligent or willful misuse, abuse, or destruction of The Company's facilities or equipment
7. Using materials and supplies in a wasteful or careless manner.
8. Using instruments, tools, and equipment for personal reason without prior approval of the The President.
9. Creating or contributing to unsanitary and/or unsafe conditions.
10. Failure to report back to work on-time after completion of a lunch period.
11. Being discourteous toward any client, employer or co-worker.
12. Theft, unauthorized possession, removal or use of property belonging to another employee or to The Company.
13. Excessive tardiness and/or absenteeism
14. Smoking in restricted or smoke free areas.

15. Violation of the sexual harassment policy
16. Violation of the posted no substance abuse policy.
17. Use or possession of alcoholic beverages, illegal drugs, or controlled substances, while on The Company property, including parking lots, on in The Company vehicles.
18. Violation of the policy on dangerous weapons or look-alikes.
19. Falsification of any The Company records or documents.
20. Fighting on The Company premises, including parking lots, or off The Company premises while on a work related assignment
21. Threatening or intimidating a client, employer or fellow employee.
22. Any other act or failure to act that is clearly detrimental to the best interest of The Company or its employees.
23. Sleeping during working hours.
24. Failure to wear your seat belt while driving a company vehicle either on or off The Company's premises.
25. Failure to report or falsifying a report regarding an accident involving a company vehicle.
26. An employee shall not report to work or operate any The Company equipment or vehicles while in an unfit condition because of being under the influence of drugs, controlled substances or alcoholic beverages. The Company may require a person reporting to work who appears to be under the influence of any of the items above to be examined by a physician or other person competent to test for such condition.
27. Refusal to be examined by a physician or other competent person, when requested by The Company.
28. Insubordination to any supervisory personnel, or refusal to perform any job assignment.
29. Lack of application to work- wasting time and loitering, being away from assigned job, faking a pretense of working, excessive mistakes or errors on the job.

30. Poor work performance loafing, neglect or failure to perform as assigned.

31. Engaging in unprofessional Behavior - it is expected that The Company employee will behave in a professional manner at all times. - Examples (not all inclusive) of unprofessional behavior include:

- Discussing confidential matters (i.e. compensation, personal health, family matters, etc.) for non-business related reasons.
- Talking in a loud and/or angry manner that creates considerable discomfort for the listener.
- Talking about other staff or participants in a demeaning or negative manner (saying things about them that you would not say to them directly).
- Creating and/or spreading unfounded rumors that cause unrest and distraction to staff from their work.

It must be recognized that either the employee or The Company has the option of terminating the employment relationship at any time and for any reason, with or without cause, and with or without notice. In some cases, however, The Company in its sole discretion, may decide that corrective action prior to termination should be utilized to assist an employee who exhibits inappropriate conduct or behavior or inadequate performance, who fails in any way to meet The Company's standards, or for any other reason determined by The Company. Employees should not expect that they have a right to a certain number of disciplinary measures prior to termination or to any progression of discipline. As with all of the policies, procedures, and rules at The Company, The Company reserves the right to amend, modify, or revoke the same at any time with or without prior notice to employees.

## **SECTION 7. COMPANY VEHICLES**

7.1 Any employee of The Company engaged in the operation of a motor vehicle during the performance of Company business, is expected to maintain a valid drivers license with the State of Michigan, including any and all necessary endorsements. Any person driving a company owned vehicle is required to provide an original copy of his/her driving record (moving violations and points) in January of each year. The company will reimburse the employee for the cost of requesting said driving record from the Secretary of State.

7.2 Any employee of The Company, engaged in the operation of a motor vehicle during the performance of Company business, is expected to operate any and all vehicles in conformance with the laws of the State of Michigan.

7.3 Any employee, engaged in the operation of a motor vehicle during the performance of Company business, that receives any motor vehicle violation, which becomes an abstract upon his/her Michigan State Driving Record, shall be subject to the review of Casual Refinishing. Any Employee, who maintains more than two points on their Michigan State Driving Record, may be subject to discipline or termination.

7.4 *Any employee of The Company, engaged in the operation of a motor vehicle during the performance of Company business, that is involved in any motor vehicle accident, and, said employee is found to be in excess of 50% at fault, may be subject to discipline up to and including immediate termination.*

7.4A Any employee of The Company, engaged in the operation of a motor vehicle during the performance of Company business, that is involved in a motor vehicle accident during the performance of Company business, wherein said employee is found to be in excess of 50% at fault, shall be responsible for the out-of-pocket expenses (not covered by insurance) incurred by The Company in connection with any and all damages sustained to property and/or persons. Further, such employee shall be subject to potential discipline, up to and including termination.

7.5 Employees are expected to obey all Federal, State and Local laws, both while driving on company vehicles and parking. Any employee who is ticketed or fined by law enforcement while on company business or operating a company vehicle is responsible for paying his/her own fines or other legal representation.

7.6 Employees who operate company vehicles are required to dutifully maintain vehicle and personal log books, as instructed by your supervisor.

## CONCLUSION

In closing, this Employee Handbook has been written in a general way to cover what are considered to be the most important aspects of the personnel policies and procedures of Human Investment and Development Corporation. You are encouraged to contact your Supervisor, or the The President if you would like to have more detailed information about how these policies and procedures may apply to you. You are also expected to review this document frequently in order to remain familiar with its purpose and your specific responsibilities.

While the policies and procedures in the Employee Handbook do not modify the "at will" employment relationship between you and The Company described in Section 1.0, The Company believes and hopes that they represent a good basis for a satisfying and productive relationship between you and The Company. With this in mind, we are

interested in what you think of them. Please feel free to make your views and suggestion known to your Supervisor, or to the The President.

/Employee Handbook/Employee Handbook Master.doc. R1 /

Version 1.2 January 3 2025

Received	_____	_____	_____
	Employee Signature	Print Name	Date

While the policies and procedures in the Employee Handbook do not modify the "at will" employment relationship between you and The Company described in Section 1.0, The Company believes and hopes that they represent a good basis for a satisfying and productive relationship between you and The Company. With this in mind, we are interested in what you think of them. Please feel free to make your views and suggestion known to your Supervisor, or to the company President.

/Employee Handbook/Employee Handbook Master.doc /

Version 1.1 November 15, 2010

Received \_\_\_\_\_  
Employee Signature                      Print Name                      Date

**COMPANY COPY**



(Patient Must Present Photo ID at Time of Service)

## Authorization for Examination or Treatment

\*Patient Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Employer: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_ Location Number: \_\_\_\_\_

Temporary Staffing Agency: \_\_\_\_\_

### Work Related

☐ Injury ☐ Illness

Date of Injury: \_\_\_\_\_

### Substance Abuse Testing\* (check all that apply)

☐ Regulated drug screen ☐ Breath alcohol

☐ Collection only ☐ Hair collect

☒ Non-regulated drug screen ☐ Rapid drug screen

☐ Other: \_\_\_\_\_

### Type of Substance Abuse Testing

☐ Preplacement ☐ Reasonable cause

☐ Post-accident ☒ Random

☐ Follow-up

Special instructions/comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized by: \_\_\_\_\_

Please print

Phone: (\_\_\_\_\_) \_\_\_\_\_

### Physical Examination

☐ Preplacement ☐ Baseline ☐ Annual ☐ Exit

### DOT Physical Examination

☐ Preplacement ☐ Recertification

### Special Examination

☐ Asbestos ☐ Respirator ☐ Audiogram

☐ Human Performance Evaluation\*

☐ HAZMAT ☐ Medical Surveillance

☐ Other: \_\_\_\_\_

### Billing (check if applicable)

☐ Employee to pay charges

★ Due to the nature of these specific services, only the patient and staff are allowed in the testing/treatment area. Please alert your employee so that they can make arrangements for children or others that might otherwise be accompanying them to the medical center.

Title: \_\_\_\_\_

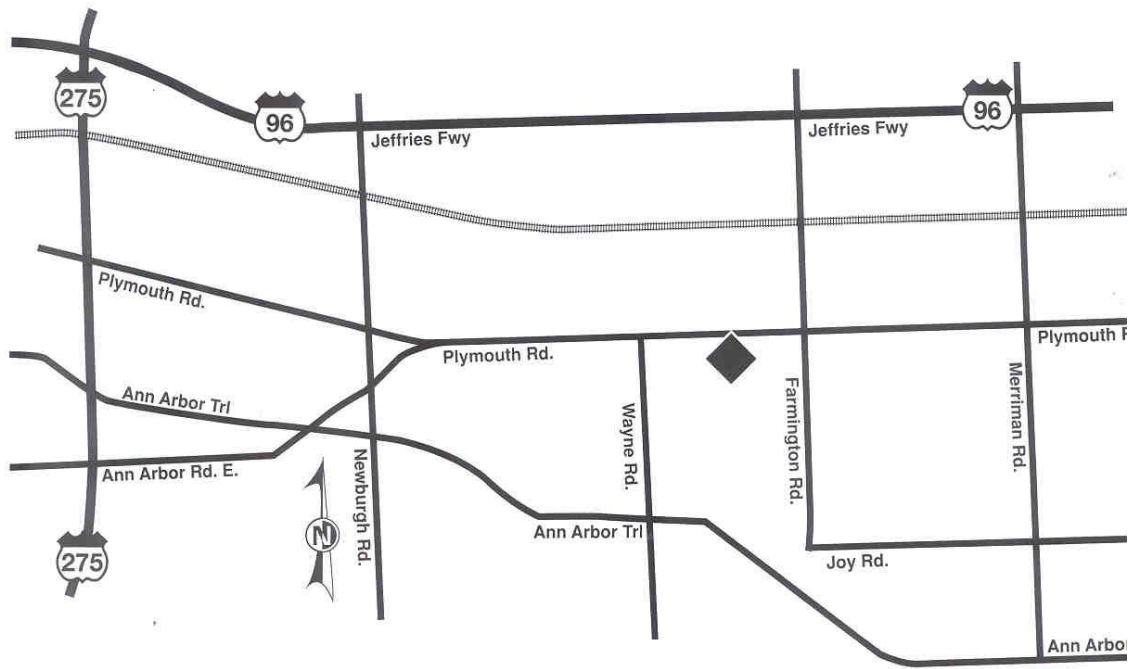
Date

**I authorize the company to conduct the above test.**

**Employee Signature**

**Company Copy**





Livonia  
34095 Plymouth Road  
Livonia, Michigan 48150  
Mon - Fri: 8 am - 5 pm  
734.513.2000  
FAX: 734.513.7263

**I authorize the company to conduct the above test.**

**Employee Signature** \_\_\_\_\_

**Company Copy**



(Patient Must Present Photo ID at Time of Service)

## Authorization for Examination or Treatment

\* Patient Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Employer: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_ Location Number: \_\_\_\_\_

Temporary Staffing Agency: \_\_\_\_\_

### Work Related

☐ Injury ☐ Illness

Date of Injury: \_\_\_\_\_

### Substance Abuse Testing\* (check all that apply)

☐ Regulated drug screen ☐ Breath alcohol

☐ Collection only ☐ Hair collect

☒ Non-regulated drug screen ☐ Rapid drug screen

☐ Other: \_\_\_\_\_

### Type of Substance Abuse Testing

☐ Preplacement ☐ Reasonable cause

☐ Post-accident ☒ Random

☐ Follow-up

Special instructions/comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized by: \_\_\_\_\_

Please print

Phone: (\_\_\_\_\_) \_\_\_\_\_

### Physical Examination

☐ Preplacement ☐ Baseline ☐ Annual ☐ Exit

### DOT Physical Examination

☐ Preplacement ☐ Recertification

### Special Examination

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☐ Human Performance Evaluation\*

☐ HAZMAT ☐ Medical Surveillance

☐ Other: \_\_\_\_\_

### Billing (check if applicable)

☐ Employee to pay charges

★ Due to the nature of these specific services, only the patient and staff are allowed in the testing/treatment area. Please alert your employee so that they can make arrangements for children or others that might otherwise be accompanying them to the medical center.

Title: \_\_\_\_\_

Date

**I authorize the company to conduct the above test.**

**Employee Signature** \_\_\_\_\_

**Employee Copy**

## Employee Acknowledgment of Receipt of Employee Handbook and Confidentiality Policies

I have received, reviewed, and agree to abide by the policies stated in the Company's Employee Handbook, including, but not limited to

- Our policy concerning relationship and responsibilities, including drug and alcohol and attendance and punctuality;
- Our policies concerning time away from work;
- Our general personnel policies including those against sexual harassment and discrimination;
- Our alternative dispute resolution policy; and • general rules of conduct

I understand that the information and statements contained in the Company Employee Handbook are presented as a matter of information only and are not intended to create, nor is the handbook or any information or statements in it to be construed to constitute a contract of employment between The Company and me. I further understand that this handbook Will be reviewed periodically by The Company and that The Company reserves the right to alter, amend, modify, or terminate any benefits or provisions contained in this handbook at any time if it so chooses. In consideration of my employment, I agree to confirm to the rules and regulations of The Company and acknowledge that my employment is at will and my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either The Company or myself.

This agreement supersedes any prior written or oral statement made to me and can only be modified in a writing signed by the Chief Executive Officer.

Date:

Employee signature:

Witnesses:

The Company By:

Employee Copy

## **Employee Acknowledgment of Receipt of Employee Handbook and Confidentiality Policies**

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- Our policy concerning relationship and responsibilities, including drug and alcohol and attendance and punctuality;
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- Our alternative dispute resolution policy; and
- General rules of conduct

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This agreement supersedes any prior written or oral statement made to me and can only be modified in a writing signed by the Chief Executive Officer.

Date:

**Employee signature:**

Witnesses:

The Company By:

**Company Copy**

## **Employee Acknowledgment Regarding Employee Handbook Section 2.6 Drug and Alcohol Policy**

**After** my having received, reviewed, and agreed to abide by the policies stated in the Company handbook, I am further acknowledging my responsibilities and duties in connection with Section 2.6 - Drug and Alcohol Policy. I understand that at any time and date, while I am engaged in employment with the Company, by and through its agents, may order me to complete a drug and/or alcohol test with an outside agency. It is further understood that such test, may be ordered on a random basis, or upon reasonable suspicion that I may be impaired by drug and/or alcohol use. It is my duty to submit to such drug and/or alcohol assessment- at the agency so directed, within one hour of my being so ordered. In the event that I refuse to submit to the ordered drug and/or alcohol test or do not report for such test within the one-hour period, I hereby understand that such refusal to report shall result in my immediate termination. This agreement supersedes any prior written or oral statement made to me and can only be modified in a writing signed by the Chief Executive Officer.

Date:

**Employee signature:**

Witnesses:

Company Representative :

**Company Copy**

## **Employee Acknowledgment Regarding Employee Handbook Section 2.6 Drug and Alcohol Policy**

**After** my having received, reviewed, and agreed to abide by the policies stated in the Company handbook, I am further acknowledging my responsibilities and duties in connection with Section 2.6 - Drug and Alcohol Policy. I understand that at any time and date., while I am engaged in employment with the Company, by and through its agents, may order me to complete a drug and/or alcohol test with an outside agency. It is further understood that such test, may be ordered on a random basis, or upon reasonable suspicion that I may be impaired by drug and/or alcohol use. It is my duty to submit to such drug and/or alcohol assessment- at the agency so directed, within one hour of my being so ordered. In the event that I refuse to submit to the ordered drug and/or alcohol test or do not report for such test within the one-hour period, I hereby Understand that such refusal to report shall result in my immediate termination. This agreement supersedes any prior written or oral statement made to me and can only be modified in a writing signed by the Chief Executive Officer.

Date:

**Employee signature:**

Witnesses:

**The Company By:**