

SAMPLE PERSONNEL POLICY MANUAL

Hale, Stein, Murphy, Hale & Associates, P.C.

15415 Middlebelt Road
Livonia, MI 48154

Internet: www.halesteinlaw.com

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Introduction

This sample personnel policy manual was developed for clients of the Law Offices of Hale, Stein, Murphy, Hale & Associates, P.C. It is designed to make general recommendations regarding employment practices and procedures for employers in the State of Michigan.

The manual is general in nature and should not be used as a sole source of guidance. Employment laws are adopted and amended frequently. Judicial opinions that interpret state and federal employment laws often dictate changes in policy or practice. The firm attorneys recommend that this manual be used simply as a discussion tool for developing and updating personnel policies.

It is essential the employing organization seek the advice and guidance of their private legal counsel prior to adopting and implementing any of the policies contained herein. Because the policies extend to a broad range of business matters, it also necessitates specific consultation with tax professionals, certified public accountants, and other professionals with whom the employing organization regularly consults.

It is important to note that some of the sample policies in this manual are important topics to be addressed in a personnel manual but are not tied to specific employment laws. Therefore, they may be freely modified by the Employer. Some of the policies are drafted narrowly and purposefully to comply with specific state and federal laws. They may not be modified. The user of this manual must be able to distinguish these differences. Of course, the user of this manual must also be able to identify personnel policies that are appropriate for adoption by the employing organization, but are not addressed in this sample manual.

It is also important to note that the personnel manual must be carefully coordinated with the Employer's job application, written conditional job offer, employment posters and notices and other employment related practices.

Previous editions of this sample personnel policy manual are now obsolete. The recommendations contained in this manual are subject to change. Employers are urged to review their personnel policy manual with their private legal counsel at least annually.

What Is the Purpose of a Personnel Policy Manual?

The personnel policy manual fulfills a number of critical functions in the employer-employee relationship. They include but are not limited to:

- Conveying information about the Employer (i.e., corporate purpose, philosophy, history, etc.);
- Establishing the legal nature of the employment relationship (i.e., at-will vs. just cause);
- Defining the expectations of the Employer (i.e., absenteeism, tardiness, performance standards, etc.);
- Informing Employees of compensation and fringe benefits policies (i.e., hourly wages, salaries, vacation pay, health insurance, etc.);
- Demonstrating compliance with state and federal laws (i.e., equal employment opportunities, minimum wage and overtime, etc.);
- Ensuring consistency in the interpretation and enforcement of policies (i.e., written guidelines on who to contact with questions and complaint procedures, etc.);
- Limiting liability of the Employer (i.e., discrimination, wrongful discharge, harassment, etc.)

What Should You Consider Prior to Making Changes to Your Personnel Policy Manual?

It is in the Employer's best interest to consider the following important issues prior to making any changes to the personnel policy manual:

- Verify that the existing personnel policy manual reserves the Employer's right to unilaterally amend, add and delete policies at its sole discretion;
- Confirm that changes to the personnel policy manual will not give rise to a breach of contract claim (or other type of legal claim) from the existing members of the work force;
- Assess whether changes in policy and procedure will result in an unfair labor practice claim as a result of union organizing efforts;
- Determine the amount of reasonable notice to be given to Employees regarding the proposed changes;
- Assure that the policy changes are made pursuant to the Employer's normal policy-making channels; i.e., board of directors or a committee thereof;
- Identify a specific date upon which the new policies go into effect;
- Determine whether any current Employees should be provided any "grandfathering" protection particularly if the changes result in a negative change in benefits;
- Explain the rationale and meaning of the changes in a clear and concise manner so as to minimize confusion and morale problems;
- Prepare a standardized Employer response for Employees who refuse to sign for the receipt of the new Employer personnel manual (i.e., termination or discipline may be inappropriate).

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1. HANDBOOK CHANGES AND WAIVER CLAUSE

I understand that this Handbook is the property of the Employer and contains the current policies and procedures of the Employer in outline form. It is only meant to serve as a reference guide. I know too that the policies and benefits described are conditions of employment but do not constitute an express or implied contract between the Employer and me. I also understand that the Employer reserves the unilateral right to add, delete or amend the Employer policies and benefits with or without notice.

I understand that previous editions of the Employer's personnel manual are now obsolete. I have read the current Personnel Policies Handbook and have been provided an opportunity to pose questions regarding its contents. I agree to comply with all of the terms and conditions set forth in the Handbook. I also understand that I have no reasonable expectation to believe these policies will remain unchanged. I agree to return the manual to the Employer upon my voluntary or involuntary termination.

Date

Print Name of Employee

Employee Signature

(NOTE: It is generally administratively helpful to have the Employee sign two copies of this acknowledgement. One copy should be routed to the Employee's personnel file. The other copy should be given to the Employee.)

2. AT-WILL STATUS OF EMPLOYMENT

I understand that the nature of the employment relationship is “at-will.” This means that at the sole discretion of either the Employer or me, the relationship may be terminated with or without cause and with or without notice.

I acknowledge that the personnel practices, including the right to hire, transfer, suspend or discharge, to relieve Employees from duty and to maintain discipline and efficiency of Employees, rest exclusively in the sole discretion of the Employer. I agree that the Employer may introduce new policies, procedures and job requirements as Employer priorities, interests and needs dictate.

I have been advised that nothing in this manual operates to change the status of the employment relationship from at-will to any other status. I understand that all disciplinary provisions in this manual are advisory, and I have no right to exhaust any single or progressive disciplinary procedure prior to termination.

I know that any representations that change the Employee status from an at-will employment status must be in writing and signed by the President of the organization. Any other purported changes in the at-will nature of the employment arrangement are without any effect. I acknowledge and certify that no oral statements or promises of employment beyond the at-will policy of the Employer were made prior to, or relied upon by me prior to hire.

Date

Print Name of Employee

Employee Signature

(NOTE: It is generally administratively helpful to have the Employee sign two copies of this acknowledgement. One copy should be routed to the Employee’s personnel file. The other copy should be given to the Employer.)

3. PURPOSE, HISTORY, MISSION AND PHILOSOPHY OF THE COMPANY

(NOTE: In this section the Employer should insert a variety of communications including a welcome to the company, the corporate history, purpose, philosophy, mission, integrity, values, etc.)

4. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

This organization subscribes to a policy of equal employment opportunities and will maintain and conduct all practices relating to recruitment, hiring, discipline and other terms and conditions of employment in a manner which does not discriminate on the basis of race, color, religion, national origin, age, sex, disability, marital status, height, weight or veteran status.

Under Michigan law, a person with a disability needing accommodations for employment must notify the Employer in writing within 182 days after the need is known or reasonably should have been known. Failure to notify the Employer may result in a loss of your rights. Should you have any questions or concerns on your rights, please contact the President immediately in writing.

This organization will not discriminate against persons with disabilities in regard to any employment practices or terms, conditions and privileges of employment. This prohibition covers all aspects of the employment process, including application, testing, hiring, assignment, evaluation, disciplinary actions, promotion, medical examinations, training, layoff/recall, termination, compensation, leave, benefits or any other term, condition or privilege of employment.

If you are a person with a covered disability as defined by law, we will make reasonable accommodations available to you. Please notify the President immediately.

(NOTE: Some municipalities have laws that protect Employees against discrimination based on sexual orientation. Businesses in those communities should expand their EEO policy accordingly.)

5. ORIENTATION PERIOD

A new Employee will not immediately know whether he or she is suited for a particular job or whether he or she will be satisfied with the job. The Employer has established an orientation period so that Employees can evaluate their satisfaction in the job and the Employer can evaluate the Employee's abilities. This orientation period will last up to ninety (90) days, however it may be extended for an additional ninety (90) days if it is unclear whether a new Employee has the interest or abilities to perform a certain job. At the conclusion of this orientation period, the Employee will be evaluated and both parties can determine whether the Employee is adequately suited for the position. After completing the orientation period, all Employees are expected to continue to properly perform their assigned job duties in order to maintain employment.

If an Employee is laid off for lack of work during the orientation period, there is no opportunity for recall. Thus, if an Employee who is laid off during this period wishes to be reconsidered for a position, he or she should complete a new application form. Further, Employees may be terminated during the orientation without notice, warning or cause.

The successful completion of the orientation period does not give rise to any expectation or right to continued employment.

(NOTE: Under a true "at-will" employment relationship, this policy is not recommended. If you are a just cause Employer, this orientation period or a probationary period may be appropriate.)

6. MANAGEMENT RIGHTS

The Employer expressly retains and reserves, including but without limiting the generality of the foregoing, the right to:

1. Hire, fire, suspend and otherwise discipline its Employees as the Employer, in its sole discretion, deems advisable.
2. To determine the work hours of the Employee, to assign the Employee and to lay off the Employee as the Employer, in its sole discretion, deems fit. Management reserves the right to reduce work hours and transfer Employees.
3. To determine the job classifications and duties of each Employee, subject to change without written notice to the Employee.
4. To manage its affairs efficiently and economically, including the determination of quantity and quality of services rendered, the control of equipment to be used and discontinuance of any services or methods of operation.
5. To produce new equipment, methods, or processes, change or eliminate existing equipment, and institute technological changes, decide on supplies and equipment to be purchased.
6. To sub-contract or purchase the construction of new facilities, or the improvement of existing facilities, as the Employer, in its sole discretion, deems advisable.
7. To determine the number, location, and type of facilities, to direct the work force, to assign the type and location of work assignments, and determine the number of Employees assigned to operations.
8. To close or otherwise reduce the scope of operation of any or all facilities.
9. To determine starting and quitting times, and the number of hours to be worked by Employees.
10. To establish and change work schedules, work standards and the methods of processes and procedures by which such work is to be performed by Employees.
11. To select Employees for promotion or transfer to other supervisory positions and to determine the qualifications and competencies of the Employees to perform the available work.

7. QUALIFICATIONS

Offers of employment will be extended to only those applicants that can demonstrate that they meet all of the Employer's employment requirements and qualifications. Applicants will be evaluated based on the position for which the applicant has applied. The Employer reserves the sole discretion to define the required qualifications for each category of staff positions.

8. REQUIRED FORMS

The Employer must have the following documents on file prior to the commencement of the employment relationship or by the time otherwise designated:

1. Completed and signed Job Application
2. Federal and State Withholding Tax Forms
3. Employment Immigration Eligibility Form (I-9) - must be completed within three (3) days of hire
4. Three (3) Letters of Recommendation (can be written by relatives, friends and/or past Employers)
5. Signed Acknowledgements
 - a) At-Will Statement
 - b) Receipt of Personnel Manual
 - c) Handbook Changes and Waiver Clause
 - d) Statement of Driver Responsibility
 - e) Substance Screen Policy
6. Certificate of Vehicle Insurance (if Employee uses his/her automobile for Employer business when on duty)
7. Driver's License (copy of) (only if Employee will drive as part of job functions)
8. New Hire Reporting Form

All of this information must be turned in to the office within three (3) weeks of the hiring of the Employee unless a shorter time period is noted.

(NOTE: Many of the above referenced Employer records may not be completed prior to the extension of a written conditional job offer.)

9. PERSONNEL FILE/RECORD

Contents of File

A personnel file will be kept for each Employee. The personnel file of each Employee may contain his/her application for employment, Federal and State tax forms, evidence of education, resume, training and previous experience, the records of hiring, job assignments, work schedules, salary, job performance evaluations, correspondence relating to the Employee, reprimands and other discipline. Separate itemization of all credits for meals, tips and lodging against the minimum wage taken each pay period, if any, may also be included in the file. The file may contain other information not prohibited by law.

Employee medical records will be maintained in a separate file. Similarly, Employee letters of recommendation will be maintained separately.

Personnel Files

For the purpose of maintaining complete and accurate personnel files, Employees are required to report any changes in their personal status to the Employer. The information needed is:

1. Change of address or telephone number;
2. Any change affecting your tax withholding status;
3. Legal change of name;
4. Change of person(s) designated to call in case of emergency and
5. Changes that would affect your insurance benefits.

Employee Access to File

Pursuant to Michigan law, Employees may review and request a copy of their personnel file. They may also file a response regarding the content of his or her personnel file. If an Employee would like to review his or her personnel file, a written request must be submitted to the Employer.

The request for review should include the Employee's name, social security number, dates of employment and the specific location at which the Employee works or worked. The examination of the personnel file will be supervised and will be scheduled during regular office hours, unless other arrangements are necessary.

If an Employee requests a photocopy of the contents of his or her personnel file, the Employer requires reimbursement for the Employer's actual incremental cost of making the photocopies.

If there is a disagreement between the Employer and the Employee regarding the contents of the file, the Employee may submit up to five (5) pages (8.5x11) of written response. This response will be included when the personnel file is divulged to a third party.

10. JOB DESCRIPTION

Upon application, each Employee will receive a written job description which describes the following:

1. Qualifications necessary for the position
2. Essential functions of the position
3. Job classification
4. Brief description of responsibilities and duties
5. Title of immediate supervisor

Any job description distributed by the Employer is not inclusive of all duties that the Employee will be required to perform. The Employer expressly reserves the right to change the responsibilities and duties at its sole discretion. The job description may be changed orally by the Employer, and the Employer need not provide a new written job description.

Upon hire, the job description shall be signed by the Employee to indicate acceptance and knowledge of the responsibilities of the position. The signed job description shall be placed in the Employee's personnel file at the office with a copy provided to the Employee.

11. PROMOTIONS

It is the policy of the Employer that, as the organization continues to expand and grow, it will endeavor to fill new job opportunities from among existing Employees, provided, in the Employer's judgment, a fully qualified person is available. Should an Employee wish to be considered for a promotion, he or she should notify his or her supervisor in writing.

The following characteristics will be evaluated for purposes of considering eligibility for promotion or reassignment: experience, qualifications, skills, abilities, education, seniority, attendance, willingness to accept assignments, dependability, quantity and quality of work accomplished and other characteristics of importance to the Employer.

The Employer reserves the right to hire outside its current staff if, in the sole judgment of the Employer, persons from outside the present Employees are more suitable or qualified.

12. PERFORMANCE EVALUATIONS

At least annually the Employer will schedule performance evaluations. Such evaluations may be more frequent and may be conducted without notice at the Employer's sole discretion.

13. TRAINING AND STAFF MEETINGS

All necessary training required by the Employer or any state, federal or local agency must be completed by all Employees. Documentation of attendance at training will be kept in each employee's personnel file.

All Employees will be required to attend all regular and special staff meetings and special in-service training sessions that may be held by the Employer. Documentation of in-service attendance will be kept on file.

14. WORK SCHEDULES

To comply with wage and hour regulations, the following definitions have been adopted:

The work period for overtime calculations is based upon a 7-day work period beginning (*insert day of week*)_____ and ending (*insert day of week*)_____. All hours worked over 40 in this work period will be compensated at one and one-half times (1½) the Employee's regular rate of pay.

Employees are expected to work overtime when scheduled or requested by the Employer. This is a condition of employment. The Employer will endeavor to give at least twenty-four (24) hours notice whenever possible. All Employees are expected to work a reasonable amount of overtime including holidays and weekends on less than 24-hour notice when requested.

Due to the nature of the employment, Employees are expected to take a temporary or permanent reduction in work hours and/or a permanent or temporary transfer to another worksite if requested by the Employer.

15. CLASSIFICATION OF EMPLOYMENT

For purposes of administration and eligibility for overtime compensation, the Employer has classified its employees as follows:

- Full-Time Employees: Employees hired to work the Employer's normal, full-time work week [of at least thirty-seven and one-half (37.5 hours)] on a regular basis. Such Employees may be "exempt" or "nonexempt" for overtime purposes, as defined below.
- Part-Time Employees: Employees hired to work fewer than thirty-seven and one-half (37.5) hours per week on a regular basis.
- Hourly Nonexempt Employees: Employees who are required by law to be paid overtime at the rate of time and one-half their regular rate of pay for all hours worked beyond forty (40) hours in a work week.
- Salaried Exempt Employees: Employees who are not required by law to be paid overtime for work performed beyond forty (40) hours in a work week. Executives, professional Employees, outside sales representatives and certain Employees in administrative positions are typically exempt.

(NOTE: This policy is based on a seven-day work period.)

16. TIME CARD ADMINISTRATION

The purpose of the time card is to ensure an accurate record of all hours that an Employee works. It is the Employer's policy that all work performed by Employees is to be performed while the Employee is "on the clock." In order for Employees to receive the correct payment of wages, they are required to punch/sign in and out on their own time card, according to their assigned schedule. Employees are strictly prohibited from asking co-workers to punch/sign in or out on their behalf.

All Employees are expected to be at their work areas ready and able to start work at the scheduled time and are expected to remain in their work areas until their scheduled quitting time.

Employees will be paid for the time they actually worked. Any time worked beyond the work schedule must be authorized and approved by the Employer.

All Employees must sign their time card. An Employee's signature on his/her time card indicates that he/she has worked all of the scheduled time, including overtime and that all hours actually worked by the Employee are represented on the time card (or schedule). Failure of the Employee to note any discrepancies or inaccuracies in hours worked or amount of pay within 2 weeks of receiving their pay shall result in a final determination that the hours and pay are correct.

17. TRAVEL AND MEALS

The Employer will reimburse approved expenses only when supported by a written expense report explaining the business purpose or benefit to the Employer. The following additional criteria must be met:

- 1) Travel and other expenses must be approved in advance by the Employer.
- 2) Expenses must be reasonable and reflective of the Employee's efforts to be cost conscious.
- 3) All expenses must be reported on the standard expense report form and the detail-entertainment section, supported by receipts, as applicable.
- 4) The expense report detail section must carry sufficient explanation to indicate the business nature of all expenditures.
- 5) All air travel is to be coach class, utilizing all available discounts and realizing the lowest cost fare available for the routes flown. Employees are expected to arrange air travel sufficiently far in advance of the date of travel such that advanced purchase discount tickets can be obtained.
- 6) The cost of meals with other Employees will not be reimbursed unless traveling out of town overnight away from the Employer. Personal expenses on hotel bills are not reimbursable (e.g., pay movies, personal telephone calls, etc.)
- 7) All expenses should be reported on a current basis. Expense reports are to be filed monthly. The expense report for the prior calendar month is generally due in the accounting office by the 10th of every month.

Documentation

All expenses should be documented by an original receipt. As a result, all entries on expense accounts for hotel, car rental, airline tickets, car phone bills, etc. must be accompanied by an original detailed bill with explanation of business nature.

Failure to substantiate a bonafide business purpose for such expenditures or provide original documentation receipts could result in the items being considered ineligible for deduction upon an IRS audit, an event whereby additional taxes and penalties would be due by the Employer and individual.

Substantiation

Documentation for business meals and entertainment expenses must substantiate the business purpose of the expenditure by providing the following information:

- Date, place, city and description (e.g., lunch, dinner).
- Name(s), company affiliation(s), title(s) of persons attending.
- Business purpose (business discussed).
- Amount spent (attach receipt).

Approval

Each expense report will be reviewed for reasonableness and must be approved by the Employer.

18. ABSENCE AND TARDINESS

Upon accepting employment with the Employer, each Employee assumes the personal responsibility of being on the job each scheduled day. Employees should strive for perfect attendance.

Absenteeism is defined as a failure to meet a scheduled shift exclusive of approved leaves. Tardiness is defined as the failure to report to work at the time scheduled.

Tardiness

The Employer recognizes that occasional absences and lateness are unavoidable. However, absenteeism and tardiness always cause lost wages to Employees and create difficulty in meeting staffing requirements. The tardiness of one Employee may require another Employee to continue working. When Employees are required to stay late to cover for a tardy co-worker, it creates morale problems and unnecessary overtime expense. The same challenges exist when dealing with absences.

Employees are expected to inform their supervisor that they will be late or absent as soon as it becomes evident. A call is required on each day the Employee is late. Failure to do so will result in the Employee being recorded as "late, no-call." Asking a friend, another Employee or a relative to give notification is not considered acceptable, unless extenuating circumstances preclude the Employee from operating or accessing a phone (i.e., medical emergency).

Excessive tardiness will result in termination. Excessive tardiness is defined as being late more than three (3) times within a period of 120 consecutive days. If an Employee is more than one hour late, the Employer may, at its sole discretion, remove the Employee from the schedule for the rest of the shift, without any further obligation to provide additional work hours later in the workweek.

Absenteeism

Excessive absenteeism will result in termination. Excessive absenteeism is defined as being absent more than one (1) day a month. Scheduled and approved all purpose leave days will not be counted towards this calculation. Any Employee who is absent two (2) consecutive scheduled work days without reporting their absence to their supervisor will be considered a "voluntary quit" and termination procedures will automatically ensue.

The Employee must call each day that he or she will be absent. It is unacceptable to have a third party call on the Employee's behalf unless extenuating circumstances exist (i.e., medical emergency).

Absence for more than two (2) days because of illness will require an Employee to provide a statement from his or her doctor that validates the reason for the absence and releases him or her to return to work.

19. ALL PURPOSE LEAVE

As a part of each full-time Employee's (those working more than 37.5 hours per week on a regular basis) benefits package, an Employee earns paid all purpose leave time off based on the Employee's months/years of service. For purposes of this policy, "all purpose leave time" may be used for vacations, sick days, doctor appointments, extended bereavement leave or any other personal reason which requires time off.

Thus, each Employee is granted a specific number of generic paid days off per year and is not limited to categorical limitations such as "4 vacation days, 2 sick days and 1 personal day." Rather, the Company stipulates a maximum number of paid days off that the Employee may use for any absence. The intent of this policy is to offer the Employee maximum flexibility in utilizing paid time off. Thus, if an Employee is never sick during the year, he or she may use all of the time for vacation or other personal reasons.

For hourly personnel, one all purpose leave day is equivalent to one of their normal work days (either 7.5 or 8 hours).

Accrual of Paid Time Off

For purposes of monitoring the earnings and use of all purpose leave paid time off, a calendar year will be used.

During the Employee's first two years of employment, the Employee will earn a maximum of 12 paid all purpose leave days annually at the rate of one day per month. The accrual begins on the first day of the month following the hire date as illustrated in "1st Calendar Year of Employment Schedule of All Purpose Leave Time Earned."

After two full years of employment, the Employee will earn up to 18 days of paid all purpose leave time annually at the rate of 1.5 days per month.

Upon completion of five full years of service, an Employee will earn a maximum of 24 days of paid all purpose leave time annually at the rate of 2.0 days per month.

Scheduling of All Purpose Leave Time

All purpose leave time is available for use as soon as it is earned, subject to scheduling approval from the Company. Requests for paid time off should be submitted in writing to the Employee's supervisor.

When the need for all purpose leave time off is foreseeable, the Employee must give at least 30 days notice. In the event of schedule conflicts between one or more Employees seeking time off for the same period, the Employer may approve or disapprove either request (at its sole discretion). Similarly, if the Employee is requesting time off during a period in which the Employer would be left unfairly understaffed, the Employer may deny the request for time off.

Because paid all purpose leave days are also available for sick time and other unforeseeable uses, the Employer requests that the Employee notify the Employer of his or her absence **as soon as the need is known**. All Employees are expected to make a good faith effort to notify their immediate supervisor of their intended absence and anticipated length of absence.

Paid all purpose leave time off will not be considered hours worked for purposes of calculating overtime. Thus, if the Employee schedules and uses eight hours of all purpose leave time off on a Monday and continues to work eight hours on Tuesday, Wednesday, Thursday, Friday and Saturday, the Employee will not be considered to have worked any overtime hours. All of the hours will be paid at the Employee's regular rate of pay.

Regardless of the number of days earned and accrued by the Employee, the Employee may not schedule or use all purpose leave paid time off in increments larger than 10 consecutive business days unless otherwise approved by the Employer. The Employee must schedule and use all purpose leave paid time off in increments of no less than one half their normal work day.

Tracking of All Purpose Leave Time

The Employer will maintain an accurate record of all purpose leave days using the Employer's official record form for all purpose leave days (and any other leave days) taken by their Employees.

Limited Carry Forward of Unused Time

As a general rule, paid time off should be used in the calendar year in which it was earned. In the event an Employee is unable to use his or her earned and accrued all purpose leave time off during the period in which it was earned, the accrued time may be carried over for a maximum of 90 days. If the accrued paid time off is not used or requested within the 90-day carry forward period, the Employee forfeits this paid benefit.

All purpose leave days may not be used in advance of actual earnings.

Unused and Earned All Purpose Leave Time at Termination

Unused earned and accrued all purpose leave days will be paid in full upon voluntary or involuntary termination of employment.

SCHEDULE OF FIRST YEAR ALL PURPOSE LEAVE TIME EARNED

MONTH HIRED: JAN FEB MAR APR MAY JUNE JULY AUG SEPT OCT NOV DEC

JAN	0	1	1	1	1	1	1	1	1	1	1	1
FEB		0	1	1	1	1	1	1	1	1	1	1
MAR			0	1	1	1	1	1	1	1	1	1
APR				0	1	1	1	1	1	1	1	1
MAY					0	1	1	1	1	1	1	1
JUN						0	1	1	1	1	1	1
JUL							0	1	1	1	1	1
AUG								0	1	1	1	1
SEPT									0	1	1	1
OCT										0	1	1
NOV											0	1
DEC												0

20. PAID HOLIDAYS

Full-time Employees (working 37.5 hours or more per week on a regular basis) are eligible to receive holiday pay. To receive holiday pay the Employee is required to work the regularly scheduled hours the workday preceding and the workday following the holiday. In accordance with the Employer's policy, an approved all purpose, jury duty or bereavement day is considered a day worked for purposes of holiday pay eligibility.

The Employer observes these holidays:

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
½ day on Christmas Eve
Christmas Day
½ day on New Year's Eve
New Year's Day

If an Employee wishes to observe a holiday not listed above, the Employee may request use of his or her accrued all purpose leave days.

If scheduling necessitates an hourly Employee to work on a holiday, he or she will receive one and one-half (1½) times his or her regular rate of pay for each hour worked. Despite the performance of overtime hours, the maximum holiday pay rate is one and one-half (1½) times the Employee's regular rate of pay (not one and one-half times the Employee's overtime rate of pay).

21. BEREAVEMENT PAY

In the event of a death in the immediate family of any full-time Employee (spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law or any relative living in the same household), the Employee will be entitled to up to a maximum of three (3) days off without pay starting with the day of the funeral and working back, if attending the funeral. For example, if the funeral is on Monday and the Employee is not scheduled to work Saturday or Sunday, then only Monday is paid.

This benefit is to provide unpaid time off in the event the Employee has no earned or accrued all purpose leave time. The Employee may elect to use earned and accrued all purpose leave for the entire three-day bereavement. Extended bereavement leave is subject to Employer approval.

Part-time Employees will be granted the day of the funeral off without pay for any hours scheduled for that day.

Paid bereavement time will not be calculated as hours worked for purposes of calculating overtime.

22. JURY DUTY

The Employer encourages all Employees, whenever they are requested to do so, to participate as an active member of a jury. Any full-time Employee who is called to, and reports for, jury duty shall be paid by the Employer for a maximum of three days of jury duty. If jury duty obligations last longer than the equivalent of three days, the remainder of the leave is unpaid or offset against all purpose leave, at the discretion of the Employee. Such compensation shall be payable only if the Employee: (1) gives the Employer prior notice of such jury duty call; and (2) presents the proper evidence of performance of jury duty and the amount paid by the court.

Employees who are excused from jury duty and who can work a minimum of two (2) hours of their regular shift on that day are expected to do so.

Time thus paid under this benefit for performance of jury duty will not be calculated as hours worked for the purpose of paying overtime wages.

The Employer will continue to pay its portion of the Employee's health insurance for no more than 30 days of jury duty leave.

23. LEAVES OF ABSENCE

The Family and Medical Leave Act (FMLA) generally applies to an Employer with 50 or more Employees. FMLA is generally available for family and medical leaves of up to 12 weeks provided that the Employee:

- has been employed with the Employer for at least 12 months; and
- has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and
- is employed at a work site where 50 or more Employees are employed by the Employer within 75 miles of that work site.

Bonafide executive, administrative or professional Employees who have worked for the Employer for at least 12 months will be presumed to have worked 1,250 hours during the previous 12 months. The determination of eligibility for the Family and Medical Leave Act is made at the time that the Employee's leave would begin.

The following events qualify for FMLA leave:

1. The birth of a son or daughter and to care for the newborn child;
2. The placement with the Employee of a son or daughter by adoption or foster care;
3. The need to care for the Employee's spouse, son, daughter or parent with a serious health condition; and
4. A serious health condition that makes the Employee unable to perform the functions of the Employee's job.

For purposes of complying with this federal law, the Employer has adopted the following method to determine when the 12-month period shall begin and end. The 12-month period is measured forward from the date the Employee first commenced an FMLA leave. For example, if an Employee left on his or her first FMLA leave on February 1, 2007, he or she is eligible again on February 1, 2008.

(NOTE: There are three other possible methods available to the Employer. They include the calendar year, any fixed 12-month year such as a fiscal year, and a rolling 12-month period measured backward from the date an Employee uses an FMLA leave.)

For the birth of a son or daughter of an Employee and to care for the newborn child or because of the placement of a son or daughter with the Employee for adoption or foster care, the Employee's entitlement to family medical leave expires at the end of the 12-month period beginning on the date of the birth or placement.

All family medical leave is generally unpaid. If the applicant for FMLA has unused, earned and accrued all purpose leave available, the Employer requires the Employee to substitute earned and accrued paid leave for family medical leave. For example, if an Employee requests a three-week FMLA leave and has one week of all purpose leave available, the first week of the leave will be paid. The second and third week of the leave will be unpaid. All earned and accrued all purpose leave must be exhausted during the leave.

While an Employee is on family medical leave, the Employer will continue to maintain existing group health plan coverage. In the event that the health plan or benefits change, the Employer will notify the Employee of the new or changed benefits.

Any share of health plan premiums which have been paid by the Employee prior to family medical leave will continue to be paid by the Employee during the family medical leave period. Thus, payment would be due at the same time as it would be made if by payroll deduction.

(NOTE: The regulations allow several different methods for collecting the Employee's portion of the health insurance premium. Other options include:

- *Payment would be due on the same schedule as payments are made under COBRA;*
- *Payment would be prepaid pursuant to a cafeteria plan at the Employee's option;*
- *The Employer's existing rules for payment by Employees on leave without pay would be followed provided that rules do not require prepayment (i.e., prior to commencement of the leave) of the premiums that will become due during a period of unpaid FMLA leave; or*
- *Another system voluntarily agreed to between the Employer and Employee, which may include prepayment of premiums (i.e., through increased payroll deductions when the need for FMLA leave is foreseeable).*

NOTE: The Employer must provide the Employee with advance written notice of the terms and conditions under which these payments must be made. An employer may not require more of an Employee using FMLA leave than the Employer requires of other Employees on leave without pay.)

The Employee's failure to pay his or her portion of any health insurance premium may result in loss of coverage while on family medical leave. Under the FMLA, the Employer may, at its discretion, pay the Employee's share of any missed premiums. Should this occur, the Employer will recover this amount from the Employee upon his or her return to work. If coverage lapses due to non-payment, restoration of all coverages and benefits will begin upon return to work. This restoration will be equivalent to those coverages that the Employee would have had if leave had not been taken and the premium payment had not been missed.

The Employer also reserves the right to recover its share of health plan premiums paid during a period of unpaid family medical leave from an Employee if the Employee fails to return to work after the Employee's family medical leave entitlement has been exhausted or expires, unless the reason the Employee does not return is due to:

- 1) the continuation, reoccurrence, or onset of a serious health condition which would entitle the Employee to leave under Family and Medical Leave; or
- 2) other circumstances beyond the Employee's control.

Upon return from family medical leave, an Employee is entitled to be returned to the same position the Employee held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Key Employees may not be entitled to reinstatement rights. By definition, a key Employee is among the 10% highest paid Employees employed by the Employer within 75 miles of the Employee's work site.

The denial of key Employee restoration rights is allowed where substantial and grievous economic injury to the operations of the Employer may result. The determination of whether a key Employee status exists will be made at the time the request for family medical leave is made.

Once an Employee makes a request for family medical leave, the Employer will provide specific notice including the following:

1. That the leave will be counted against his or her annual family medical leave entitlement;
2. Any requirements for the Employee to furnish medical certification of a serious health condition and the consequence of failing to do so;

3. The Employee's right to substitute paid leave and whether the Employer will require the substitution of paid leave and the conditions related to any substitution;
4. Any requirement for the Employee to make any premium payments to maintain health benefits and the arrangements for making such payments;
5. Any requirement for the Employee to present a fitness for duty certificate to be restored to employment;
6. The status as a key Employee, if applicable, and potential consequence that restoration may be denied following family medical leave;
7. The Employee's right to restoration to the same or an equivalent job on the return from leave;
8. The Employee's potential liability for payment of health insurance premiums paid by the Employer during the Employee's unpaid family medical leave if the Employee fails to return to work after taking family medical leave; and
9. The notice may include other information such as whether the Employer will require periodic reports of the Employee's status of intent to return to work.

It is the Employer's intent to fully comply with the Family and Medical Leave Act. The actual federal regulations will govern any questions arising under this policy. This is intended as a general summary of the Employer's compliance with FMLA.

Non-FMLA Leave Policy

*(NOTE: If you are **not** an Employer covered by the FMLA, you may wish to adopt the following.)*

A leave of absence without pay may be granted an Employee who has completed 12 consecutive months of full-time employment. A leave of absence shall not exceed three (3) months. A minimum of 30 days written notice is required unless medical conditions preclude the availability of such advance notice.

The leaves of absence may be granted for medical leaves, educational leaves, maternity/adoption leaves and personal leaves. These leaves may be granted at the sole discretion of the Employer as follows:

Medical or Maternity/Adoption Leave may be granted in the event of a serious health condition of the Employee or birth or adoption of a child. A physician's certification shall be required for medical leaves.

Educational or Personal Leave may be granted for personal reasons, return to college, student teaching, seminars or for any other educational purpose as approved by the Employer.

The Employer shall continue to pay its portion of health insurance benefits under the Employer's policies for an Employee during a medical leave or a maternity/adoption leave. Any co-pays and/or shared premiums by Employees shall be the responsibility of the Employee, and payment is due at the regularly scheduled payment date. Failure to make timely payments will result in termination of benefits.

These benefits shall cease three (3) months from the date that a medical leave or maternity/adoption leave commenced if an Employee does not return to work at that time. These benefits shall also cease if an Employee is unable to work for any reason, including a work-related injury, when three (3) months have elapsed since the last date that the Employee worked for the Employer.

An Employee shall be responsible for the entire expense of continued health insurance during educational leaves and personal leaves. The Employer will not contribute any amount to the premiums. The Employee must pay the entire

premium at the regularly scheduled payment date. Failure to make timely payments will result in termination of benefits.

For any Employee who accepts another job or position while on a leave of absence (excluding educational leave if for teaching) his/her employment shall be terminated and all benefits will cease immediately.

(NOTE: The above policy suggests health benefits “cease” after certain events. This language is intended to end the Employer’s obligation to pay for the continued participation in the health insurance plan. This policy does not negate the Employer’s obligations under COBRA. See the Sample Policy on COBRA which discusses the Employee’s rights to continue participation in the group plan at the Employee’s expense.)

Vacation time, sick and personal time and holidays are not paid, earned or accumulated during a medical leave, educational leave, maternity/adoption leave or personal leave. Seniority is not accumulated during any of these leaves of absence.

Again, the above-referenced leaves are unpaid. Employees must substitute and exhaust all earned and accrued all purpose leave time for all or part of the leave.

Upon return to work from a leave of absence, the Employee will be reinstated to his or her former position, a comparable position for which he or she is qualified at the previous compensation level or to the next available open position for which he or she is qualified.

An Employee desiring to return to work from a leave of absence shall notify the Employer thirty (30) days prior to the date that the Employee desires to return to work. If thirty (30) days notice is not reasonable under certain circumstances, the Employee shall provide as much notice as is reasonable under the circumstances.

If the Employee is a person with a covered disability, the Employee may request a modification of this policy as a reasonable accommodation.

24. MILITARY LEAVE

The Employer will comply with its obligations under the Uniformed Services Employment and Reemployment Rights Act (USERRA) which was signed into law on October 13, 1994. The Act applies to persons who perform duty, voluntarily or involuntarily, in the “uniformed services.” These services include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service Commissioned Corps, including their reserve components. Federal training or service in the Army National Guard and Air National Guard also provides rights under USERRA.

“Uniformed services” include active duty, active duty for training, inactive duty training (such as drills), and initial active duty training, as well as absence from an employment position for an examination to determine fitness to perform any such duty. USERRA covers all Employees except those serving in positions where there is “no reasonable expectation that employment will continue indefinitely or for a significant period.”

The following five eligibility criteria must be met for an Employee to be entitled to the rights provided under this law:

- The Employee must have held a civilian job;
- The Employee must have given notice to the Employer that he or she was leaving the job for service in the uniformed services;
- The period of service must not have exceeded five years;
- The Employee must have been released from service under honorable conditions; and
- The Employee must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment.

USERRA establishes a five-year cumulative total on military service with a single Employer, with certain exceptions allowed for call-ups during emergencies, for reserve drills and annually scheduled active duty for training, etc. USERRA also allows an Employee to complete an initial period of active duty that exceeds five years.

Pursuant to this law the following are Employee time limits for returning to work, with the exception of fitness for service examinations:

- Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the last calendar day of duty plus time required to return home safely. If this is impossible or unreasonable, then as soon as possible.
- 31 to 180 days: Application for reemployment must be submitted no later than 14 days after completion of a person’s service. If this is impossible or unreasonable through no fault of the person, then as soon as possible.
- 181 days or more: Application for reemployment must be submitted no later than 90 days after completion of a person’s military service.
- Service-connected injury or illness: Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.

Pursuant to USERRA the Employer provides health benefits continuation for service members and their families during military service for up to 18 months. USERRA guarantees reemployed persons pension plan benefits that accrued during military service, regardless of whether the plan is a defined benefit plan or a defined contribution plan.

25. DRESS CODE

Employees are expected to maintain high standards of neatness, cleanliness and personal hygiene. All Employees should arrive for work in modest, neat and clean clothing appropriate for the work at hand. If required, Employee uniforms, name tags and identification badges must be worn. All Employees should be constantly aware they are a reflection of the organization at all times. Work attire varies based on job classification.

Professional Staff

Staff are expected to wear appropriate business attire during business hours, including onsite and offsite business meetings and related events. Accordingly, conservative dresses, skirted outfits, pant suits and business suits are appropriate for women. Pants for women are allowed; however, "casual" slacks such as stirrups, stretch pants, leggings, blue jean or denim attire and shorts are prohibited.

For professional male staff, open collar shirts, blue jean or denim attire, golf clothing, corduroy slacks, shorts, ski sweaters and golf sweaters are prohibited during office hours. Business suits or dress slacks and jacket are appropriate for men.

Footwear should be professional in nature. Open-toed and tennis shoes are prohibited. Socks or hosiery must be worn.

For all Employees there is a strict prohibition on visible body piercings. Cosmetics, colognes and fragrances must be kept to a minimum so as to prevent discomfort and/or allergic reactions from co-workers. Jewelry must be conservative in nature and should not compromise health, sanitation and safety.

Requests for modification to the dress code are available for persons observing seriously held religious beliefs.

26. SLEEPING ON DUTY

Sleeping on duty is strictly prohibited.

27. SMOKING

All facilities are designated as smoke-free.

Smoking is limited to the designated area outside the building during Employees break or lunch period.

28. TELEPHONES

Employees are to use the business telephone for business purposes only, or in case of extreme personal emergency. No personal calls are to be received or made during working hours.

Employees are prohibited from carrying personal cellular phones or pagers for the purposes of receiving or initiating personal phone calls or digital communications while on duty.

29. VISITORS

No visitors other than prospective clients, prospective employees or government officials are allowed on the premises without permission from the Employer. Staff shall maintain a log of visitors. This applies to former Employees as well as strangers. It is the responsibility of each Employee to refer unauthorized visitors to the Employer.

Employees are prohibited from visiting the facility during off-duty hours unless the Employer approves a bonafide reason for the visit in advance. Employees are permitted to pick up their paycheck on payday. Such visits must be brief and no services may be performed. All other visits require advance approval.

30. NO SOLICITATION POLICY

In the interest of efficiency and for the protection of the Employees, the Employer has adopted the following policy concerning solicitation and distribution of materials by Employees and non-Employees. There shall be no solicitation or distribution of literature or conducting of personal business of any kind by an Employee during the actual working time of the Employee or the actual working time of the person being solicited. This does not include break or lunch periods.

31. OTHER EMPLOYMENT

Employees are not permitted to perform any services or have any interest or involvement, either directly or indirectly, in any other business which resembles or competes with that of the Employer. If an Employee violates this policy, he/she will be terminated. Any other employment must not interfere with the Employee's ability to perform the work expected by the Employer.

32. CONFIDENTIALITY OF EMPLOYER INFORMATION

Employees have access to a wide range of confidential information. “Confidential information” is information which is not generally known and which the Employee obtained solely as a result of his or her employment. It includes, but is not limited to, written records and lists, the Employer’s suppliers, methods of operation, policies, trade secrets, pricing, financial condition, including information related to profits, sales, net income and debt.

During employment, Employees should only share or discuss confidential information with other Employees on a need to know basis. It is not information which should be gossiped about or discussed with any other Employees who do not have a need to be aware of that information. Employee should never discuss confidential information with anyone outside of the company. Furthermore, Employees should not directly or indirectly copy or remove from the employer’s premises any confidential information unless the Employee has a business reason for doing so and has received his or her supervisor’s permission before doing so. When employment ends, Employees must return to the Employer all originals and all copies of any confidential information.

As a condition of employment Employees must sign a confidentiality agreement. That agreement is a legally binding document in which Employees acknowledge their obligation to maintain and protect the confidential information of the Employer.

If at any time Employees have any questions concerning what is or is not confidential and what their duties are with regard to confidential information, they should not hesitate to discuss those questions with their immediate supervisor.

33. EMPLOYER E-MAIL, VOICE MAIL AND INTERNET POLICY

The Employer's policy on e-mail, voice mail and Internet usage in the work environment is as follows:

1. It is prohibited for trade secret and/or proprietary confidential information from being communicated via voice or e-mail. Employees are reminded that they must treat this information at all times in a secure manner and must not deviate from that by communicating it via e-mail or voice mail.
2. Employees should have no expectation of privacy in e-mail or voice mail communications, whether to supervisors, co-workers, or others. Even if e-mail is deleted from the Employee's screens, it is not deleted from the system, and even if Employees have private code words for e-mail access, their e-mail is not private, since their messages still can be accessed.
3. E-mail can be the equivalent of a business memorandum; therefore, it should be used cautiously and words and messages prudently selected. An Employee should not commit to e-mail what he or she would not readily commit to a business memo. The policy also includes e-mail retention and deletion policies that include archiving e-mails or purging them at stated intervals.
4. Employees are reminded that e-mail or voice mail may not be used to defame individuals or to convey messages or images that would violate the Employer's policy that strictly prohibits discrimination and sexual harassment.
5. The solicitation of Employees or distribution of information not related to the company's business is prohibited.
6. Employees are reminded that misuse of e-mail or voice mail may result in disciplinary action, including discharge from employment.
7. All e-mail and voice mail are the Employer's property, and the Employer reserves the right to monitor the communications.
8. E-mail and voice mail may not be used for personal purposes or gain but is to be employed strictly as a business information tool. Employees are required to acknowledge in writing that they have received the e-mail/computer policy.
9. The Employer reserves the right to determine, at the Employer's sole discretion, what constitutes permissible use of e-mail in the event of a dispute.

Internet

Internet access is provided for company business use only. Internet users have a responsibility to use the Internet appropriately in conducting the business of the company. Misuse of the Internet can result in disciplinary action, including termination. Some examples of behavior that could result in disciplinary action are:

- Illegally downloading electronic files, including those that may be copyrighted;
- Downloading, transmission and possession of pornographic, profane or sexually explicit materials;
- Sending threatening messages/files;
- Sending racial, ethnic, religious, sexually harassing or offensive messages/files;
- Sending chain letters through e-mail;
- Attempting to access any computer system without proper authorization;

- Sending or posting proprietary or company confidential information;
- Using company time or resources for personal gain.

Employees must receive permission from their supervisor before posting messages to electronic bulletin boards, list-servers or similar public posting forums on the Internet. When posted, such messages must contain a disclaimer at the end of the message stating: “The opinions expressed in this message are mine only, and do not reflect the opinion or position of my Employer.”

Internet activity may be monitored by the Employer and privileges may be changed/revoked at any time.

34. MEDIA RELEASES

Only authorized spokespersons may give information to the media. If a contact is made by the media directly to an unauthorized staff person, the staff should request the name of the visitor/caller, the telephone number where the person can be reached and the name of the media represented. The Employee must inform the visitor/caller that the Employer's spokesperson will return the call or make arrangements to meet with them at an alternate site or time. The Employee shall advise the Employer of any such call or visit at once. Staff should never release the home telephone number of any other staff member, including the supervisory staff. No member of the press should be allowed on the premises without the express approval of the Employer.

35. INSPECTION OF CONTAINERS AND PACKAGES

The Employer reserves the right to inspect all containers and packages entering or leaving the premises such as boxes, bags, lunch buckets, brief cases, etc., at all locations on the Employer's premises.

36. EMPLOYEE HONESTY AND INTEGRITY

Employees are selected by the Employer with the fact in mind that the Employee's honesty and integrity are of the highest level. In the event an Employee is observed by another Employee taking any property of the Employer without authorization or misusing it, it becomes the witness's responsibility to advise the Employer of this observation.

Property, equipment or supplies belonging to the Employer are not to be removed from the Employer's premises by any Employee without express permission to do so.

Those Employees who are exposed to confidential information about the Employer's business are expected to keep such information confidential.

37. ACCEPTANCE OF GIFTS AND LOANS

Employees are strictly prohibited from accepting gifts of any kind from individuals, firms or organizations with which there is a direct business relationship. Similarly, it must be made clear that the Employer's business decisions are made entirely on the basis of merit, as accurately as can be determined. If Employees receive a gift or are asked to accept a gift, they must report it immediately.

Employees are not permitted to borrow money from clients or co-workers under any circumstances.

38. ANTI-HARASSMENT POLICY

Harassment because of religion, race, color national origin, sex, age, height, weight, handicap, disability, marital status or other legally protected status is unlawful discrimination and is prohibited by federal law and the Employer. The Employer will not tolerate any form of harassment.

For the purposes of this policy, “harassment” means unwelcome verbal communication or physical contact because of religion, race, color, national origin, sex, age, height, weight, handicap, disability, marital status or other legally protected status, which unreasonably interferes with a person’s work performance or which creates an intimidating, hostile or offensive work environment.

“Harassment” includes “sexual harassment,” which means unwelcome sexual advances, unwelcome requests for sexual favors and other unwelcome verbal or physical conduct or communication of a sexual nature when:

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

Examples of harassment may include one or more of the following:

- Physically touching an Employee in an offensive manner;
- Making suggestive or derogatory comments or gestures about a person’s religion, race, color, national origin, age, sex, height, weight, handicap, disability, marital status or other legally protected status;
- Displaying magazines, cartoons or jokes which are derogatory about a person’s religion, race, color, national origin, age, sex, height, weight, handicap, disability, marital status or other legally protected status;
- Telling jokes which are derogatory about a person’s religion, race, color, national origin, age, sex, height, weight, handicap, disability, marital status or other legally protected status.

Examples of sexual harassment may include one or more of the following:

- Repeated and unwelcome requests for dates after work;
- Sending letters which make romantic suggestions;
- Sexual advances or propositions or threats;
- Continuing to express interest after being informed that the interest is unwelcome;
- Suggestive or insulting comments or sounds, including whistling;
- Commentary about an individual’s body;
- Display of sexually suggestive objects, pictures or letters;
- Obscene gestures;

- Unwanted physical contact, including touching, pinching, brushing the body, impeding or blocking movement, unwanted sexual intercourse or other unwanted sexual acts, sexual assault or battery.

The above list is not meant to be exhaustive, but is included to provide examples of prohibited action.

The Employer does not condone, either explicitly or implicitly, and will not tolerate, harassment of any kind by anyone in the organization or others including clients, vendors, independent contractors, applicants for employment or visitors to the workplace.

Complaint Procedure

The Employer is responsible for fostering a workplace free from harassment, for discouraging employment related harassment and for implementing and enforcing this policy. This responsibility is continuing, whether or not complaints of harassment have been brought to the attention of the Employer.

Any person who feels that he or she has been subjected to harassment, who is aware of conduct prohibited under this policy, or who feels that he or she has been retaliated against for having brought a complaint of or having opposed harassment an/or for having participated in the complaint process is encouraged to bring the matter to the attention of the President.

The Employer will investigate all allegations of harassment promptly. To protect the interests of the complainant, the person complained against, witnesses, any other person who may report an incident of harassment and all other persons affected, confidentiality will be maintained to the extent practicable and appropriate under the circumstances.

The Employer will conduct a prompt, thorough and impartial investigation using the following procedures:

- 1) Interviewing the complainant, both at the time the complaint is initially presented and at the time the complaint is reduced to writing;
- 2) Interviewing all witnesses identified by the complainant and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statements to writing to be signed or otherwise acknowledged by the witnesses;
- 3) Reviewing any documentary or other evidence submitted by the complainant;
- 4) Interviewing the alleged harasser and reducing his or her statement to writing;
- 5) Interviewing all witnesses identified by the alleged harasser and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statements to writing to be signed or otherwise acknowledged by the witnesses;
- 6) Interviewing other potential witnesses who may have observed the conduct alleged or who may possess knowledge regarding the allegation under investigation and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statement to writing to be signed or otherwise acknowledged by the witnesses;
- 7) Reviewing any documentary or other evidence submitted by the alleged harasser;
- 8) Informing all witnesses including the complainant and the alleged harasser of the confidentiality of the investigation;
- 9) Completing a written determination of the validity of the complaint.

Resolving the Complaint

A. If Violation Found

If, as a result of an investigation, it is determined that a violation of this policy has occurred, the Employer will take prompt and appropriate remedial action to eliminate the policy violation and ensure that it does not reoccur.

Such remedial action may include:

- 1) Disciplinary action of the harasser up to and including termination;
- 2) Restoration to an individual of any employment benefits or employment status impaired as a result of the harassment or the exercise of the right to make a complaint of harassment, to oppose harassment or to participate in an investigation under this policy;
- 3) Removal from the individual's personnel record or other records of the Employer of any documents containing adverse or negative references to the complainant flowing from the policy violation;
- 4) Other appropriate measures to assure that any individual adversely affected by the filing of a complaint, participation in any complaint proceeding or opposition to harassment is restored to the position held prior to the policy violation;
- 5) Removal of the effects of the policy violation in the workplace, such as the removal of offensive graffiti or posters or similar objects of harassment, the elimination of unwanted physical contact or verbal communication;
- 6) Other appropriate measures to assure that this policy, and the Employer's commitment to enforcing this policy, is reiterated in the workplace, such as republication of the policy and in-house training relating this policy.

B. If No Violation Found

If as a result of the investigation, it is determined that no violation of this policy has occurred, the Employer will:

- 1) Inform the complainant and the alleged harasser of the results of the investigation and the reasons for its finding of no policy violation;
- 2) Advise the complainant and the alleged harasser that the Employer is committed to the enforcement of this policy and will not tolerate harassment or retaliation of any sort;
- 3) Notwithstanding the determination that no policy violation has occurred, advise all individuals that there will be no retaliation for making a complaint of harassment, opposing harassment or participating in an investigation under this policy;
- 4) Advise the complainant to provide additional information relating to any policy violations in the future;
- 5) Take appropriate measures to assure that this policy, and the Employer's commitment to enforcing this policy, is reiterated in the workplace, such as republication of the policy and in-house training relating to the policy.

C. If No Determination Possible

If, as a result of the investigation, it is determined that there is insufficient information from which to make a determination whether a policy violation has occurred, the Employer will:

- 1) Inform the complainant and the alleged harasser of its finding that no determination can be made;

- 2) Advise the complainant and the alleged harasser that the Employer is committed to the enforcement of this policy and will not tolerate harassment of any sort;
- 3) Notwithstanding the determination that there is insufficient information from which to determine that a policy violation has occurred, advise all individuals that there will be no retaliation for making a complaint of harassment, opposing harassment or participating in an investigation under this policy;
- 4) Advise the complainant to provide additional information relating to any policy violations in the future;
- 6) Take appropriate measures to assure that this policy, and the Employer's commitment to enforcing this policy, is reiterated in the workplace, such as republication of the policy and in-house training relating to the policy.

39. EMPLOYMENT OF RELATIVES AND PERSONAL RELATIONSHIPS AMONG CO-WORKERS

Employment of Relatives

The employment of relatives of Employees is permitted by the Employer as long as qualifications for the position are met and, in the opinion of the Employer, employing the relative will not create an actual or perceived conflict of interest. Employees will not be permitted to work in positions where relatives will influence, or be influenced by, decisions affecting work assignments, responsibilities, salary, promotion or other career matters. Managers who seek to hire, transfer or promote their own relatives must obtain prior written approval from the President.

Relative Defined

Relatives include a spouse, parent, parent-in-law, child, grandparent, grandchild, sister/brother, sister-/brother-in-law, aunt/uncle, niece/nephew, and any individual with whom an Employee has a personal relationship.

Personal Relationships

Personal relationships may create an actual or perceived conflict of interest, and/or create the risk of sexual harassment/hostile work environment related claims. Thus, supervisors may not hire, promote or directly supervise any person with whom they have a personal relationship, nor may they engage in any personal relationships with their subordinates.

Personal Relationship Defined

A personal relationship includes, but is not limited to the following activities: dating, sharing the same household or other activities that may give rise to an inherent subjectivity or conflict of interest.

Notice

An Employee must notify the Employer if his or her relationship to another Employee changes to fit the definition of “relative” above. If a personal relationship develops between a supervisor and subordinate, both Employees are required to inform the appropriate manager.

Company Discretion

The Employer reserves the right to use its sole discretion in hiring, assigning and transferring relatives in a manner calculated to eliminate potential conflicts of interest or other employment complaints. To do this, the Employer will take action that is fair and equitable and that will remove any direct reporting or management relationship between employees who are defined as “relatives.”

Similarly, the Employer reserves the right to use its sole discretion in hiring, assigning or transferring Employees who have personal relationships with co-workers. The Employer will take action that is fair and equitable to eliminate any direct reporting or management relationship between Employees who are involved in a personal relationship. Finally, the Employer may change the placement of relatives and individuals involved in a personal relationship regardless of whether there is a direct reporting or management relationship if the Employer determines that the personal relationship actually or potentially interferes with the Employees’ job performance.

40. WORKPLACE VIOLENCE

Violence or threats of violence in the workplace will not be tolerated. Pushing, choking, fighting, threats or intimidating acts of violence against any Employee, Employee's personal property or Employer property is forbidden.

If an Employee feels he or she is a victim or potential victim of violence in the work environment, it is recommended that the Employee file a written complaint with his or her supervisor or the President. Filing a complaint will allow the Employer to undertake an immediate investigation of the complaint and take whatever action is deemed appropriate.

All complaints will be treated on a confidential basis to the extent possible. No disciplinary or retaliatory action will be taken against any Employee filing a complaint in good faith.

If a friend or relative of an Employee enters or attempts to enter the Employer premises under the suspicion of threat to the Employee or other person, the Employee will be removed from the schedule until the potential or actual risk to the Employee, the Employee's co-workers and staff is eliminated.

The Employer is committed to trying to provide a safe work environment for its Employees.

41. HEALTH AND SAFETY

The Employer makes every effort to maintain safety, and safety is the shared responsibility of every Employee. Employees must always use their best judgment and avoid carelessness and risky situations. If an accident involving an employee or visitor should occur, Employee(s) must report it immediately to the appropriate supervisor, who will then make certain that all necessary steps are taken.

All Employees are expected to practice excellent hygiene at all times.

If an Employee has special medical risks or problems, he or she must educate himself or herself on how to deal with the special risks. It is not the responsibility of the Employer to automatically transfer Employees or to relieve the Employees of their duties based on the medical risks of the Employees. The Employer makes every effort to provide adequate training and information for the Employees and urge Employees to make every effort to practice safe procedures and good hygiene.

All incidents and accidents must be reported in writing in the forms established by the Employer.

If an Employee is aware of any medical or health problems which pose a direct threat and result in a significant risk of substantial harm to himself, herself or someone else, the Employee must discuss the matter with his or her supervisor. The Employer reserves the right to request medical evaluations, including drug screens, at the Employer's expense for Employees when it appears, in the Employer's judgment, that an Employee has a condition that is potentially dangerous to the Employee or others.

Employees have a right to know about the chemicals and materials used in the workplace. The Employer has identified hazardous chemicals/materials, labeled containers, secured Material Safety Data Sheets and trained all Employees with regard to the safe utilization of all hazardous chemicals/materials in the workplace.

Where Employee injuries require a doctor's attention, the Employer will arrange to send the Employee to the Employer's selected physician or clinic. The appropriate supervisor will sign the Employee's time card, note time of departure and indicate the nature of the injury. If, according to a doctor, an injured Employee can return to work during that same shift, the Employee must do so as soon as possible. If, according to a doctor, the Employee cannot return to work, that Employee will suffer no loss in pay for the remainder of that shift.

Employees are expected to follow all rules and regulations as set forth in this manual, as well as any other manual, directive, guidelines or other such documents that the Employer may, at its sole discretion, issue in the future.

Any violation of any statute, rule or regulation (including health and safety violations) must be, if possible, corrected immediately and under any circumstances be reported to the supervisor.

42. COMMUNICATIONS

If a work-related matter is troubling an Employee or if he or she feels they are not being treated fairly, they should express their feelings to their supervisor. When a group of people are working together closely, some misunderstandings are bound to occur.

The Employer welcomes and encourages suggestions. Employees may have suggestions, problems or complaints which, when expressed, can offer an improved workplace for everyone. It may be a method to improve productivity, a solution to reduce waste or a clarification of a policy. The Employer hopes that each Employee feels free to offer ideas that could help improve the quality and efficiency of operations.

43. COMPLAINT RESOLUTION PROCEDURE

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that the Employee believes is detrimental, the Employee should follow the procedure described here for bringing the complaint to the Employer's attention.

Step One

Discussion of the problem with the Employee's immediate supervisor is encouraged as a first step. If, however, the Employee does not believe a discussion with his or her supervisor is appropriate, he or she may proceed directly to Step Two.

Step Two

If the Employee's problem is not resolved after discussion with his or her supervisor, or if the Employee feels discussion with the supervisor is inappropriate, the Employee is encouraged to request a meeting with his or her manager. In an effort to resolve the problem, the manager will consider the facts, conduct an investigation and may also review the matter with the President. The Employee will normally receive a response regarding his or her problem within five working days of meeting with his or her department head.

Step Three

If the Employee is not satisfied with his or her manager's decision and wishes to pursue the problem or complaint further, the Employee may prepare a written summary of his or her concerns and request that the matter be reviewed by the President.

The President, after a full examination of the facts (which may include a review of the written summary of the Employee's statement, discussions with all individuals concerned and a further investigation if necessary), will normally advise the Employee of his decision within fifteen working days. The decision of the President shall be final.

The Employer does not tolerate any form of retaliation against Employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting or delaying the Employer from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude or demeanor) where the Employer deems disciplinary action appropriate.

Furthermore, this procedure does not alter the Employer's right to terminate the Employee's "at will" employment at any time, with or without notice, cause or reason. Thus, the complaint resolution procedure is not available for Employer decisions resulting in termination of employment.

44. SUBSTANCE SCREEN POLICY

It is the policy of the Employer to maintain a drug free work environment for Employees. The Employer reserves the right to require Employees to submit to a substance screen by urine or blood sample when requested.

A. Policy Purpose

- Assure a drug free staff to service the client;
- Reduce vehicle accidents and accidents at the Employer's facility;
- Assure greater safety of staff operating equipment at the Employer's facility;
- Maintain high staff morale and Employee performance for the benefit of staff and clients;
- Reduce crime in the work place;
- Reduce absenteeism and tardiness;
- Increase staff effectiveness, productivity and reliability;

B. Pre-Employment Substance Screen

All new job applicants shall be informed that a substance screen is incorporated in the pre-employment physical. Successful completion of the substance screen portion of the pre-employment physical is a condition of employment that must be met before the offer of employment may be accepted.

1. The hiring agent shall explain the nature of the screening procedure to the applicant.
2. If an initial substance screen test is positive, it will be followed with a confirmation test.
3. An applicant shall be notified by the hiring agent of a positive finding resulting from the substance screen, and shall have five (5) working days in which to challenge positive test results.
4. Confidentiality of substance screen results shall be assured. The test results will be used for hiring purposes only. Test results will not be released to anyone except the management staff of the Employer.
5. An applicant who has received an offer of employment, and subsequently refuses to submit to the substance screen portion of the physical shall be in default of the terms and conditions for employment with the Employer, and the offer of employment shall be null and void. The applicant may reapply for employment if desired after twelve (12) months.

C. All Employees

1. No Employee shall possess, consume or carry with them alcoholic beverages of any kind, controlled substances not prescribed by a physician, or illegal drugs on Employer's property or in an Employer's vehicle or any other location during working hours.
2. No Employee shall report to work after consuming alcoholic beverages, controlled substances or illegal drugs in a condition that makes him/her unfit for full and reliable performance of job responsibilities.

3. Any Employee suspected of being under the influence of drugs or alcohol, or any other good cause, will be required to submit to urine analysis or blood test.
4. Any Employee involved in an accident may be required to submit to a drug or alcohol test.
5. Any Employee involved with damage to equipment belonging or entrusted to the Employer may be required to submit to a drug or alcohol test.
6. Any Employee who has indicated that he/she is unable to perform their duties or has given Employer cause to suspect drug or alcohol usage affecting his/her job may be required to submit to a drug or alcohol test.
7. Excessive or unusual absenteeism may be cause for drug or alcohol tests.
8. Any Employee convicted of selling drugs, convicted of illegal drug usage or illegal possession may be terminated.
9. Employees who, as part of a medical treatment plan, are required by a physician to use prescription drugs or narcotics must report this fact to their immediate supervisor along with any reasonable medical documentation requested by the Employer prior to reporting to work. A determination shall be made by the Employer as to whether the Employee is able to perform his/her work responsibilities satisfactorily.

D. Procedure

1. A substance screen shall be by securing a urine or blood sample.
2. The Employer will utilize only professionally developed and administered drug detection tests and will pay all costs for drug detection tests. Also, the Employee will receive a copy of the test results and all reports or analyses prepared as a result of a positive confirmation test.
3. The sample will be secured by means of a Chain of Custody program at the clinic to assure identification and integrity are maintained from collection through testing.
4. The drugs being identified are those drugs which are used or abused, are not part of a medical treatment plan, and may alter the thinking and actions of its user. The classes of drugs frequently identified by way of illustration and not a total listing of all drugs are: amphetamines, barbiturates, benzodiazepines, cocaine, opiates, and cannebenoids (Marijuana or THC). Some over-the-counter drugs may be identified. Positive results will be evaluated in context of the individual's complete medical history.
5. The specimen will be subject to an initial screen. If a drug is detected, it will be followed with a confirmation test.
6. The results of a drug detection test shall be kept confidential unless disclosure of results is mandated by law, by a court decision, by the advice of Employer's attorney or when an Employee challenges the results of the test.
7. When an Employee's confirmation test results are positive, specimens of the tested fluids will be saved in order to enable the Employee to challenge test results. The Employee will have three days from the date notification of positive test results to make an official challenge of results and will be required to make arrangements at an approved laboratory for an alternate test and pay for these additional tests, at his/her own expense.

8. If the results of the Employee's test differ from the Employer's, the Employee shall authorize release of the test results to the Employer. The Employer will reconsider the results and take action accordingly.

E. Rehabilitation

1. All Employees who admit they have a substance abuse problem or test positive for drug or alcohol use and who want to go through a drug or alcohol rehabilitation program for the first time will be conditionally reinstated to their job after successfully completing the substance abuse rehabilitation program and maintaining the preventive course of conduct prescribed by the Employee's drug or alcohol counselor and his doctor, including, but not limited to, regular attendance at AA meetings. Proper documentation and verification of being free of drugs and any doctor's statement shall be required before the Employee will be permitted to return to work.
2. An Employee who is diagnosed as a drug abuser or alcoholic may be granted an unpaid medical leave of absence consistent with the terms and conditions of the Employer's leave of absence policy. The Employee will not be permitted to return to work until certification is presented to the Employer indicating that the Employee is capable of satisfactorily performing his/her job responsibilities. Failure to cooperate with an agreed upon rehabilitation treatment plan may result in discipline up to and including Employee termination.
3. Employees who do not follow the prescribed preventive maintenance treatments by their drug or alcohol counselor and who engage in drug or alcohol abuse will be subject to immediate termination. Employees will have only one opportunity to go through a rehabilitation program.
4. Employees who refuse to seek appropriate help or rehabilitation, as determined by the Employer, shall be subject to dismissal.
5. The Employee (or Employer) shall be responsible for all medical and rehabilitation costs and fees unless the health insurance program provides coverage, if applicable.

F. Refusal

If an Employee refuses a substance screen by blood or urine test, that Employee will be treated as insubordinate for failure to obey a directive and such action will be grounds for dismissal.

G. Employee Statement

I have read this policy on substance screen testing and understand the purpose and procedures as stated. I agree to participate in the procedures and grant my permission for the results to be disclosed to the Employer. I agree to cooperate fully in taking the substance screen test.

I hereby release Employer, his directors, officers, Employees, agents and contractors from all liability, claims and damages whatsoever that I may have for administration of the substance screen test.

(Employee Signature) _____ (Date) _____

(NOTE: It is generally administratively helpful to have the Employee sign two copies of this acknowledgement. One copy should be routed to the Employee's personnel file. The other copy should be given to the Employee.)

(NOTE: There are variations on this policy. Some Employers may choose to utilize this policy or not have their substance screen policy apply as a pre-employment requirement by not including Subsection B below on Pre-Employment Substance Screen. Some Employers choose not to drug test under any circumstances.)

45. Driving on Company Time

The Employer has adopted the following policy on Employees driving on company time. This policy applies whether the driving is in an Employer-owned or leased vehicle, a temporary rental vehicle, the Employee's own vehicle or any other vehicle.

Safety Laws and Regulations

It is the expectation that all Employees obey all safety laws and regulations of any state in which they operate and that safety belts are used.

Motor Vehicle Reports

If an Employee drives on company time for any reason, he or she will be asked to consent to allowing the Employer to obtain and review a copy of the Employee's motor vehicle record. Furthermore, the Employer requires Employee consent to review such records on at least an annual basis.

To the extent any adverse action is contemplated against an Employee because of his or her driving record, they will be provided with a copy of their consumer rights and a copy of the motor vehicle report. It is routine for the Employer's insurer to also review Employee driving records for acceptability.

Unacceptable Drivers

An unacceptable driver is an individual who will not be permitted to drive on the company time for any reason. Such drivers are those who:

- Do not have a valid Michigan driver's license.
- Have a driver's license that is suspended by the Secretary of State or a court of law.
- Have incurred three (3) motor vehicle citations of any type during the past three (3) years and have six (6) points on a published motor vehicle report unless approved by the Employer's motor vehicle insurer.
- Have had three (3) at-fault accidents in the past three (3) years.
- Have had one or more of the following driving convictions in the past five (5) years:
 1. Driving while suspended (DWLS).
 2. Any alcohol-related conviction or plea (including driving under the influence of alcohol, driving while impaired, unlawful blood alcohol content, open intoxicants in the motor vehicle).
 3. Reckless or careless driving.
 4. Hit and run.
 5. Vehicular manslaughter conviction.
 6. Auto theft.
 7. Drugs or narcotics.
 8. Speed contest or exhibition of speed.
 9. Attempting to elude police officer.
 10. Failure to stop/report accident.
- Have been excluded by Employer's commercial insurer(s).
- Are unable to unwilling to correspond with the Employer's policies on driving on company time as determined by Employer in its sole discretion.

If the Employee does not meet the above standards, he or she will be immediately prohibited from any driving on company time and will be required to provide the Employer with a written confirmation.

Employees are required to inform the Employer when they receive any traffic citations or convictions including alcohol-related motor vehicle convictions to which they are found guilty or plead responsible or guilty.

Prohibited Conduct

The Employer prohibits the following:

- Use of cell phones while driving vehicles.
- Doing any other activity while driving (such as eating).
- Non-business use of Employer vehicles.
- Reckless or careless driving of any sort.
- Operating a motor vehicle on company time while under the influence of any alcohol or drug, excepting prescription drugs which do not impair an individual's ability to operate a motor vehicle.
- Operating a motor vehicle owned or leased by the Employer while under the influence of any alcohol or drug, excepting prescription drugs which do not impair an individuals' ability to operate a motor vehicle.
- Using a vehicle for an illegal purpose.

Rental Vehicles

It may become necessary to rent a vehicle for use while on company business. If this is the case, the Employee will be required to obey all rules and regulations of the rental contract and rental company. If the Employee rents a vehicle in his or her own name and an accident occurs, the rental company may look to the Employee for reimbursement of property damage to its vehicle and its loss of profits while the vehicle is being repaired. The Employer will not indemnify the Employee in this situation, so it is the Employee's obligation to purchase the collision damage waiver and otherwise protect his/herself.

Violations of Policy

If any Employee becomes aware of any violation of this policy by anyone, the Employee is required to report the violation to the President verbally and thereafter in writing.

Sample Statement of Driving Responsibility

As an Employee, I understand that I will be required to drive the Employer’s vehicles while on duty or may need to use my own vehicle to conduct business for the Employer and that I must maintain a safe driving record for satisfactory job performance.

By signing this statement I verify that I have read and understand the Employer’s policy on employee use of motor vehicles on business time.

() I am in compliance with the Employer’s Policy on Employee Use of Motor Vehicles on Business Time.

() I am not in compliance with the Employer’s Policy on Employee Use of Motor Vehicles on Business Time.

If not in compliance, state why:

I hereby consent to allow the Employer to verify this statement through obtaining a copy of my motor vehicle report to be used for an employment purpose not prohibited by law. I hereby release the Employer from any and all liability that may result from obtaining this information.

I understand that determination of safe driving will include annual or periodic reviews of my Master Driving Record on file with the Michigan Department of State or other states.

I agree to advise the Employer of any traffic tickets or other citations or conviction or pleas involving a motor vehicle for which I am found to be responsible, at fault or guilty.

(Employee signature) _____

(Print Employee’s name) _____

(Employee’s Driver’s License Number and State) _____

(Employee’s Date of Birth) _____

(NOTE: It is generally administratively helpful to have the Employee sign two copies of this acknowledgement. One copy should be routed to the Employee’s personnel file. The other copy should be given to the Employee.)

46. MEDICAL EVALUATIONS

The Employer reserves the right at any time to require the Employee to submit to a medical examination verifying that the employee is physically and emotionally capable of performing the Employee's job responsibilities from a physician selected by the Employer at the Employer's expense. The Employer also reserves the right at its sole discretion and expense to require an Employee who is presently working and is not on any leave of absence, to provide a physician's statement verifying that the Employee is physically and emotionally capable of performing the Employee's job responsibilities.

47. GROUP INSURANCE

The Employer currently maintains various insurance coverages and benefits for full-time Employees. The Employer currently pays 100% of the premium costs for Employees. Dependents may be added at the Employee's expense. However, due to the increasing rise in medical costs, Employees may be asked to contribute to this premium and/or share future increases in medical premiums. All coverages start the first of the month following completion of 90 days of full-time employment.

Full details on these benefits will be provided upon eligibility. A summary of all benefits is described in a separate manual.

(NOTE: OPTIONAL - This provision must be rewritten to correspond with your health insurance program.)

48. COBRA

Employees who terminate their employment or are laid off, discharged from employment or there is a reduction in scheduled work hours, and are covered by the Employer's group medical plan may continue their coverage by notifying the Employer in writing of this desire and pay 102% of the premium costs. By law, other employment-related events may qualify the Employee or his/her dependents for COBRA benefits. In some limited situations, the administrative fee of 2% may be higher. See the Employer for more information on your COBRA rights.

(NOTE: COBRA generally applies if you have the equivalent of 20 or more full-time Employees.)

49. WORKERS' COMPENSATION

All Employees, full-time and part-time, are protected while on the job by Workers' Compensation insurance. This insurance will provide coverage for work-related injuries, occupational illnesses at work and prolonged absences due to such injury. In case of an accident or injury, no matter how slight, the Employee must notify the supervisor and fill out an accident report immediately. Payments for medical expenses and lost time at work are determined by state law. This insurance also provides death benefits to the Employee's dependents (if any) in case of death caused at work. The Employer pays the full cost of this protection. Failure to promptly report an injury may result in loss of benefits.

In accordance with the leave of absence policy, upon return to work the Employee will be reinstated to his or her former position or to a comparable position. Workers' compensation leaves of absence will be classified as Family Medical Leave Act leaves if FMLA eligibility is met. Both leaves of absence will run concurrently.

For all Employees, the Employer will continue to pay its portion of the Employee's health insurance premium for up to 12 weeks of approved workers' compensation leave, regardless of FMLA eligibility. The Employee must make timely payments on shared health insurance premiums. Failure to pay will result in termination of benefits.

50. SOCIAL SECURITY

Social Security (F.I.C.A.) taxes are deducted from wages earned as required by federal law. This program protects the Employee financially when he or she reaches old age and provides disability income for various categories of employed and dependent persons. The Employer matches the amount deducted from the Employee's pay check for this program.

51. RESIGNATION

Upon the voluntary decision to resign, the Employee is required to notify his or her supervisor so that proper arrangements may be made in regard to the Employee's final paycheck and other administrative requirements.

A summary explanation of post-termination benefits, if any, is available from the personnel office. Employees are urged to promptly read the medical plan booklets explanation of conversion privileges, if applicable.

52. EXIT INTERVIEW

Each Employee, upon termination or resignation, shall engage in an exit interview. At the time of this interview, the Employee may be asked to fill out an exit interview form. He or she will also be required to return all Employer property presently in his/her possession, including, but not limited to, keys, cell phones, pagers, gasoline credit cards, etc.

53. TITLES AND HEADINGS to articles, sections or paragraphs are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this manual.