



*Working Together*

Your Employee Handbook at American Repair Maintenance

*August 2021*

# American Repair Maintenance Employee Handbook

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This Employee Handbook supersedes all previous Employee Handbooks and management memos, which may have been issued on subjects covered herein.

## *Welcome to American Repair Maintenance*

Welcome! We want to thank you for joining our team. People spend many hours at work, and we want you to understand that our goal is to create a place where you enjoy coming each day. One of our major goals is to communicate well in order to help you understand what to expect from us. We also want to share what we expect from you as a member of our team. We hope your time with us will provide exciting opportunities to learn and grow. We are excited to have you as a part of our team, and we hope you share this excitement in being here each day.

This Handbook is intended to be a guide for all employees. This Handbook is written in plain English, without a lot of “legalese.” We would like to emphasize that nothing in this Handbook is designed to, should be interpreted to, or will be enforced in such a way as to infringe upon any of your legal rights, which we respect and will protect regardless of any interpretation of the general language of this Handbook. With the sole exception of the Letter of Agreement at the end of this Handbook, this is not a contract nor is it an exhaustive list of protocol or policy. There is simply no way any book can cover every situation and practice, so we are providing you this Handbook and a request for you to keep your line of communication with your leader open. The world and our business are always changing and evolving, and while we are committed to keeping our Handbook current, there may be situations where things change faster than this Handbook. We are all on the same team, so ask questions freely and without fear – you will learn more quickly that way.

By working together, we are confident that the future will be both productive and prosperous for all of us. Again, we want to thank you for joining our team and providing your time, dedication, and talent to our Company and clients.

Welcome Aboard!

Brandon Brown, CEO  
Eric Wolff, President

## ***What You Can Expect from Us***

Working here is simple. Come to work each day on time, be prepared, and provide your best effort. Throughout the day, focus on exceeding client expectations, work well with your co-workers, observe safety rules, and create the type of workplace we all enjoy. As one of our team, you can expect us to work hard to allow each person to strive to reach their potential, as we strive to meet our Company goals. Here are some other things you can expect from us:

### **You Will Be Paid Fairly and Accurately**

We will pay each person fairly for the work they perform on a regular schedule. It is our policy to be in compliance with Federal and State wage laws and we prohibit any improper deductions. Bring any discrepancies, questions, or lost checks to the Staff Accountant's attention as soon as possible. We will correct any improper deductions promptly and will take steps to ensure future compliance.

Our payroll runs on a weekly cycle with paydays generally on Friday. For overtime calculations, our workweek is defined as Sunday - Saturday. From time to time, on a discretionary basis, some or all employees may receive a bonus. All bonus payments are considered discretionary and will not be counted in overtime payment calculations.

Your role within the company will determine the method for reporting your hours worked. Depending on your role, you will either clock in at the beginning of your shift and clock out at the end of your shift, or you will need to complete a daily time sheet. Following the established process accurately and on time is critical to being paid properly. Please note, any time away from work should be properly recorded and designated with approved paid or unpaid time off. Our Company may auto-deduct time for your lunch break. Should you work through your lunch, please notify your reporting manager so your time can be adjusted properly. If hours are not reported by the deadline, you may not have your check until a later date to ensure that it is correct.

We follow the law relating to payroll practices, meaning you will:

- Know if you are Regular Full-time, Regular Part-time, Temporary, or Contract employee.
- Know your rate of pay and whether your job is eligible for overtime or not.
- Have access to pay statements that show all deductions (taxes, etc.), so please review your paystubs to ensure accuracy.
- Have the ability to direct deposit your paychecks – it is faster and more efficient for everyone.
- Be held accountable for accuracy and timely submission of time reports.

### **Types of Employment Relationships**

We strive to staff our company for maximum efficiency and performance. We use different types of employment relationships to do so. We offer positions in the following employment statuses:

- Regular Full-time – Regularly scheduled 40+ hours per week and eligible for our benefits.
- Regular Part-time – Regularly scheduled 25 - 39 hours per week and may be eligible for some prorated benefits.
- Intern / Temporary – An employee typically hired for a specific duration, not eligible for our benefits.
- Contractor – Not an employee, paid via contract for services, not eligible for our benefits, but must abide by our workplace guidelines.

### **Exemption Status**

We want to fairly compensate you for your time worked. You may receive pay from the company based on the hours worked or on a salary basis. We have three types of classifications: Exempt, Professional Non-Exempt, and Hourly Non-Exempt. These classifications determine whether or not you qualify for overtime pay under the Fair Labor Standards Act.

All Professional Non-Exempt and Hourly Non-Exempt positions are paid overtime pay for actual hours worked (not including approved time off) that exceed 40 hours in a workweek. If you think you need to work overtime, please talk to your reporting manager first to get approval. If you are in a Professional Non-Exempt or Exempt position, you will be paid your salary, but are expected to maintain the agreed upon schedule. As a reminder, if you are a Non-Exempt employee, you will need to report work hours over 40 in a work week for proper payment of overtime.

### **Personal Relationships in the Workplace**

We are committed to hiring the most qualified employees, and we welcome and appreciate employee referrals. However, mixing work with relatives or other close personal relationships can sometimes get complicated. We want to provide a positive working environment for all employees, so you must notify the Human Resources Coordinator promptly of any family or personal relationship with another employee or potential employee. This is so we can review the situation and determine if a conflict of interest exists, and if so, what action needs to be taken to avoid a conflict of interest. This may include reassigning one of the employees involved. However, if we are unable to provide a reassignment, we may need to terminate employment of one of the individuals as a last resort.

### **You Will Receive Performance Feedback**

Feedback will come from your reporting manager, co-workers, and clients, so be ready. The best feedback is timely and acknowledges both your accomplishments and opportunities to improve. We encourage our leaders to provide their team members feedback on a formal and informal basis. You should hear feedback from your reporting manager in a formal process at a minimum of once per year. You will also set specific personal goals. You may have formal feedback sessions more often if you and your reporting manager feel that it is a good investment of time. Informal feedback should happen throughout the day. If you feel you are not receiving enough feedback, ask your reporting manager for more. Likewise, if you want to provide feedback to a co-worker or leader, ask them before you do. Set up a time to talk and share your feedback. A word of advice, you can always take the time to say “thank you” or pay someone a compliment.

### **Your Performance Matters**

We believe that job performance has many dimensions, including our annual review, attendance, and working relationships with colleagues and clients. Your job performance matters. Many of the decisions that we will make during our working relationship will be based in some, or large part upon, your performance as a member of our team. This includes items such as determining pay raises, promotions, training opportunities, etc.

### **Pay Goes Beyond Your Paycheck**

There are a lot of ways that we invest in your “pay” that go beyond what you see in your paycheck. For many employees, the value of these other forms of pay can be more than a third of what you are being paid – increasing your total compensation to a much higher level than you initially thought. Based on your regular schedule, you may be eligible for benefits such as:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Short-Term Disability Insurance
- Life & AD&D Insurance
- 401(K) Retirement Plan
- PTO
- Holiday Pay
- Bereavement Pay
- Jury Duty Pay

If you are a new hire, the details for which of these benefits apply are spelled out in your job offer letter. Some of these programs have legal documents that define how they work, and if present, a legal document is always the deciding factor in how a Plan operates. We also make the Summary Plan Documents (SPDs) available to you. Please contact the Human Resources Coordinator and ask for them or if you have questions on how these Plans work.

### **Paid Time Off and Unpaid Leaves**

Whether it is for a much-needed beach trip, long weekend, family commitment, or illness, we know that everyone needs a little time away. There are two types of leave, both paid and unpaid.

#### Paid Time Off (PTO)

Please note, we offer flexibility in how you use your Paid Time Off. This flexibility is for your benefit as well as allowing you to use available paid time for purposes covered under Michigan’s Paid Medical Leave Act (PMLA). For more information on PMLA, please see our Workplace Compliance Policies section in this handbook, as well as the Labor Law Posters that are located in the common break room area and on Teams.

Depending on your role and employment status, you may have PTO provided for many of these situations. The amount of PTO you receive is outlined in your job offer letter and increases according to our Regular Full-time PTO schedule:

<b>Regular Full-Time Schedule</b>	
<b>Service Years as of Anniversary Date</b>	<b>Number of Days</b>
0 - 1 Years	5 Days (40 Hours)
2+ Years	10 Days (80 Hours)

PTO is awarded in a lump sum to Regular Full-time employees each anniversary year. Employees are eligible to begin earning PTO at time of hire and may begin using it on the first of the month after successfully completing 60 days of employment. PTO must be taken in a minimum of half day increments. When needing time away from work, you need to obtain prior approval from your reporting manager at least two weeks in advance when possible. Please make your request in writing using the Time Off Request Form and properly report it in the timekeeping system for accurate record keeping.

For any use of unplanned time due to reasons covered under the Paid Medical Leave Act (PMLA), you must have paid time available to cover your absence and follow a 2-step notification and recording process:

1. Call your reporting manager to notify before the start of your shift or as soon as possible to notify of the need for leave, and
2. Submit your request via the Time Off Request Form to cover your missed working time and make sure you add in “for PMLA reasons” in the comments section.

Please keep in mind we will make our best effort to accommodate requests, but your reporting manager needs to balance other demands such as client needs and your colleagues’ requests before final approval can be granted. Generally, November through January is our busiest time, therefore PTO will be limited during this timeframe. Limited approval may vary depending on roles.

Unused PTO up to 40 hours may be carried over into the next anniversary year. PTO will not be counted as hours worked for overtime purposes. Upon separation of employment, any unused PTO will be forfeited and not paid out.

### Paid Medical Leave Act

Our Company meets Paid Medical Leave Act (PMLA) requirements for Regular Full-time employees with the PTO policy which awards employees with 40 hours of paid time off. For eligible Regular Part-time employees who are not eligible for PTO, we offer up to 40 hours of Paid Medical Leave Act (PMLA) time off each anniversary year. Eligibility for Paid Medical Leave Act (PMLA) is determined by a look back period of the prior anniversary year for all existing employees. For existing employees, if you work an average of 25 or more hours for more than 25 weeks in the prior year, you will be considered eligible for PMLA the following anniversary year. We will notify any hourly part time and variable hour employees of their status at the beginning of each anniversary year. New hires will begin to earn time upon hire but have to wait until the first of the month following 60 days from their time of hire to access earned time. If employees change from a non-eligible status to a status and schedule that will be PMLA eligible, you will become eligible to earn paid time off on the effective date of your change.

It is important to note that Regular Full-Time employees who are eligible for PTO do not receive additional PMLA time off beyond their regular PTO. This means that if a Regular Full-time employee needs time off for a reason that qualifies as PMLA, that time off from work will be deducted from their available PTO.

Employees earn paid time off in which they can use for PMLA provisions which include the following situations:

- Physical or mental illness, injury, or health condition of the employee or his or her family member
- Medical diagnosis, care, or treatment of the employee or employee's family member
- Preventative care of the employee or his or her family member
- Closure of the employee's primary workplace by order of a public official due to a public health emergency
- The care of his or her child whose school or place of care has been closed by order of a public official due to a public health emergency
- The employee's or his or her family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider

For domestic violence and sexual assault situations, employees may use paid medical leave for any of the following:

- Medical care or psychological or other counseling
- Receiving services from a victim services organization
- Relocation and obtaining legal services
- Participation in civil or criminal proceedings related to or resulting from the domestic violence or sexual assault

Please note, all absences for purposes of PMLA must still comply with our workplace policies for PTO usage increments, approval process, documentation requirements, and attendance policies. All absences for purposes of PMLA must be requested in writing using the Time Off Request Form and properly reported in the timekeeping system for accurate record keeping. You will need to note that your absence is due to PMLA reasons in your request. Up to 40 hours of unused PMLA may be rolled over into the next anniversary year. Upon separation of employment any unused PMLA will be forfeited and not paid out.

Full details of PMLA can be found on our workplace Labor Law posters, which are located in the common area of our facility and on Teams.

### Holidays

We celebrate holidays and grant holiday time off to all employees on the following holidays listed below:

- New Year's Day
- Memorial Day



- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

All Regular Full-time employees will receive holiday pay that will be calculated based on the employee's straight time pay rate. Regular Full-time employees will be paid 8 hours of holiday pay. To be eligible you must work or be on an approved paid time off the day before and after the holiday to receive holiday pay. If the holiday falls on a Saturday, we will observe the holiday on the preceding Friday and if the holiday falls on a Sunday, we will observe the holiday on the following Monday. New hires are eligible for Holiday pay the first of the month following 60 days of employment.

Unless you are required to work on the actual observed holiday, holiday time will not be counted as hours worked for overtime purposes. Office staff that is required to work on a company observed holiday will receive holiday pay plus pay for the number of hours worked on the holiday. Field Maintenance Technicians who are required to work on a company observed holiday will receive overtime pay in addition to Holiday Pay.

#### Bereavement Leave

Regular Full-time employees are eligible to receive up to 3 paid days off in the first 5 consecutive days following the loss of an immediate family member. For paid time off, "immediate family member" is defined as current spouse, same-sex partner, child, mother, father, brother, sister, grandparent, and grandchild (this includes any stepfamily members or family in-law members under these designations). If the person does not fall into this category, you can request to take available PTO or request an unpaid leave.

#### Jury Duty

We support our community by offering paid Jury Duty leave for our Regular Full-time employees. Should you be called to serve, please provide your reporting manager with a copy of the summons that you receive. We will pay your normal base wage up to 8 hours per day for a maximum of 3 business days. If you are in a key role that it would be a hardship to accommodate your absence, we will submit a letter on your behalf to seek a postponement of your civic duty.

#### Leave of Absence

We understand there are situations that may arise in which you wish to take time away from work without pay. All employees must use any available earned and unused PTO to cover their absence before using unpaid time. Please note, employees who are on a military service-related leave are not required to use available PTO. We encourage you to speak to your manager regarding the specifics and reach out to the Human Resources Coordinator as well in the event you need time for:

- A leave of absence – this is approved time away that is unpaid for medical, personal, military, or crime victim reasons.

Please submit your request in writing with the dates of leave and reasons for the necessity of the leave to the Human Resources Coordinator for review. If the request is medical related, we will require additional documentation. Approval of an unpaid leave of absence may be subject to several factors like anticipated workload requirements and staffing considerations. As a general rule of thumb, the company will normally not exceed six weeks unless additional leave is requested and approved as a reasonable accommodation for a qualified individual with a disability. Keep in mind, during your leave you will not accrue benefits such as paid time off or holiday pay. Upon return to active employment, you will resume the accrual of benefits in accordance with our policies.

If you are participating in the group insurance plans, keep in mind, all benefits are subject to the terms, conditions, and limitations of the applicable Plans. This means in some cases the insurance company may not allow you to remain enrolled in the plan while you are on your leave of absence. In this type of situation, COBRA will be offered to you. If you are participating in the group insurance plans and have available PTO to use for your leave of absence, we will deduct your portion of elected benefit premiums as a regular payroll deduction. If your leave of absence is unpaid, you must make arrangements with the Human Resources Coordinator to continue your portion of the benefits payments in order to maintain your benefits. If you do not end up returning to work, you are still required to submit payment for any missed benefit premium payments.

Upon return from a medical related leave, we will require a signed release from a qualified primary care physician or specialist letting us know you can safely perform your essential duties of your position. Even when your leave of absence is approved, we may not always be able to return you to the same position. We will attempt to return you to a similar position in which you are qualified. Unfortunately, we cannot guarantee reinstatement in all cases. If you fail to return at the end of your approved leave of absence, we will consider this job abandonment and a voluntary resignation. Once an employee resigns or fails to return to work, medical coverage ends on the date of termination. If enrolled in dental or vision, the coverage ends on the last day of the month of termination.

### **Equal Employment Opportunity**

Because of our high standards and continual strides for excellence in service and performance, it is most important that we are staffed with the best qualified individuals for each position. In keeping with these high standards, it is our policy to grant equal employment opportunity to all qualified persons based on merit and qualifications, without regard to sex, sexual orientation, gender identity, race, color, religion, national origin, age, height, weight, marital status, pregnancy, disability, veteran status, genetic information, or any other classification or characteristic protected by law.

### **Harassment & Discrimination – Prevention & Reporting**

We expect all our employees to conduct themselves with dignity and respect for fellow employees, visitors to the workplace, the public, and others. Each employee has the right to work in an environment free from unlawful harassment and discrimination in any form, from any source. Harassing anyone, including but not limited to sexual or racial harassment, will not be tolerated. Unlawful harassment is serious and defined as pervasive unwelcome conduct, whether verbal, physical or visual, that is based on a person's race, color, religion, sex, sexual orientation, gender identity, age, national origin, height, weight, marital status, veteran status, pregnancy, disability, genetic information, or other protected category or characteristic.

Harassment includes:

1. **Sexual Harassment** – Making unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature and has explicit or implied impact on decisions related to an individuals' relationship with us.
2. **Hostile Environment Harassment** – When such behavior impacts the work environment, where individuals feel intimidated or offended, we consider that contributing to a hostile work environment and therefore is not acceptable behavior. Do not use or share comments, gestures, jokes, pictures, or materials that make a negative impression of protected categories or characteristics. These behaviors are not aligned with our core Values and are not workplace appropriate. If you see this type of behavior, please alert your reporting manager, Human Resources Coordinator, or talk to the person directly.

This policy applies to interactions with our team, vendors, and others who conduct business with us.

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

### **Complaint Procedure for Discrimination or Harassment**

We hope that these guidelines help prevent discrimination and harassment. In the situation where you personally have been subjected to or witness discrimination or harassment, we ask that you report it immediately to your reporting manager. If the reporting manager is the source of the alleged discrimination or harassment, or the employee is otherwise uncomfortable reporting it to their reporting manager, the employee should report the problem to the Human Resources Coordinator.

We will give serious consideration to any report and investigate thoroughly, promptly, and as confidentially as practicable. Prompt and appropriate remedial action will be taken to eliminate harassment from the workplace.

No employee will be retaliated against for expressing concerns or making good faith complaints. Anyone found to be engaging in any type of unlawful harassment or discrimination will be subject to disciplinary action, up to and including termination of employment.

### **Drug and Alcohol-Free Workplace**

Part of our commitment to a safe and healthy workplace is our commitment to a drug free workplace. We expect your commitment to this important effort and insist you refrain from bringing any illegal drug or a legal drug without authorization on premises or at client sites. Under no circumstances should you ever:

- Be impaired by alcohol or a controlled substance while conducting Company business. This includes licensed use of marijuana, recreational marijuana, or other prescribed substances.
- Use, possess, distribute, store, or sell a controlled substance on Company property or while engaged in Company business.
- Have a detectable level of alcohol or a controlled substance in your system or have the odor of alcohol or a controlled substance on your body.

The sole exception to this policy is that we understand that from time to time, in the course of client relationship management, there may be occasions that a client prefers to meet over drinks. It is important that employees consume responsibly and that you use good judgment in these situations. For example, if the client orders a non-alcoholic beverage, follow their lead. If they order alcoholic beverages and you do as well, you must remember you are a representative of American Repair Maintenance, and it is our expectation that you act responsibly and professionally at all times. In general, it is our perspective that serving or consuming alcoholic beverages during business related functions or client meetings, should be limited and in moderation. At no time should an employee consume enough that they would be considered intoxicated or impaired for driving and safety purposes.

No prescription medication may be brought upon company property by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and such drug shall be used only in the manner and quantity prescribed. Bringing Marijuana, alcohol, and illegal drugs is never acceptable. Employees using prescription or over-the-counter medication that may affect their ability to perform their job safely and effectively must report this to their reporting manager. Such reports will be treated as confidential. If you have any questions regarding the use of any medication while working, see your reporting manager.

### **We May Ask You to Take a Substance Test**

You may be asked to submit to a test for alcohol or substances at our expense, for pre-employment, if we suspect you have used or have metabolites present in your system, including following an on-the-job incident that compromised our safety standards. All employees whose conduct could have contributed to

an accident may take a substance test, including post-accident situations or near miss incidents, whether or not they reported an injury or illness. You may also be required to submit to a test if required under a Federal or State law or regulation. If you fail or refuse to cooperate fully, or you substitute or adulterate any sample related to our request for testing, we will treat the test results as positive and may terminate your employment. We may also, at our discretion, look for other alternative correction actions such as rehabilitation, final warnings, etc.

### **We Strive to Provide a Healthy Work Environment**

We strive to provide a healthy environment. We perform routine cleaning of our facility to provide a clean work environment and ask all employees take proactive steps to help us maintain a clean & healthy work environment. Employees are expected to engage in good hygiene practices while at work. We encourage frequent handwashing with soap and water, wipe and disinfect your work area, and cover your cough and sneeze. Should you demonstrate symptoms that could pose a health threat to others, please work within our time off and attendance procedures and refrain from coming into work. Some positions may require the use of Personal Protection Equipment (PPE), it is expected that you follow the established procedures.

The use of tobacco and electronic inhalant products (including, but not limited to, cigarettes, E-Cigarettes, Vapors, etc.) is not permitted on the Company's property except in the authorized and designated location(s). Tobacco products may never be used within 20 feet from the office building. It is important to note that you may not use tobacco or electronic inhalant products on our client's property. Please see your reporting manager if you need to identify a designated smoking area. Keep in mind, drugs of any kind are not allowed. Do not attempt to smoke or vape controlled substances. While we may make these areas available, we have no legal responsibility to do so. Employees who choose to use these designated areas do so at their own risk. Employees who choose to consume tobacco products must do so on their regularly scheduled meal periods or regularly scheduled breaks. No additional breaks are allowed for any employee who consumes tobacco products. Users are responsible for keeping the designated tobacco use areas clean and safe. The use of tobacco products is prohibited in all company vehicles.

### **We Do Not Tolerate Weapons and Threats**

Under no circumstance may you bring any type of threat of violence to the workplace. We have a zero-tolerance policy. This includes company property, client work sites, or any location you are performing work. If you are aware of any violations of this guideline, we expect you to immediately notify your Manager. Keeping our workplace free from threats of violence is a responsibility that we all share. All reports of threats will be fully investigated.

### **Respect Firearms**

Employees are not permitted to carry (either openly or in a concealed manner) any firearms while on the company's premises, client work sites, while in company vehicles, or while acting as a company representative at any work-related activity, meeting, or function. This applies even if you are licensed to carry a concealed handgun or to openly carry a handgun by the state. You are allowed to transport and store your legal firearm and ammunition in a safe and discreet manner in your personal locked vehicle which includes while the vehicle is being used for business purposes. Firearms should also have a trigger lock on and remain unloaded during the duration of your work hours and at customer locations. This policy is intended to comply with all applicable state and local laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

### **Safety & Security**

We reserve the right to search any Company or employee property when there is a reason to suspect improper activity. At our facilities, we may search or inspect desks, filing cabinets, toolboxes, computers, including employee's cars, purses, or any item we deem necessary to protect the employees and the Company. We cannot guarantee the security of personal items and ask that you do not bring personal

items of value into work. Employees who are not on-duty should not be on the premises. Any guest, non-employee, or family member visiting you must sign in on the visitor's log which is located by the back entrance door. At all times, any non-employee must be accompanied by an employee.

Depending on your position with the company, you may be assigned an ID badge upon hire. ID badges should not be shared or loaned with anyone for any reason. If you misplace or damage your ID badge, please notify your reporting manager immediately for the process to obtain a new badge. ID badges need to be returned upon employment separation.

If you are the last employee to leave the office for the day, please ensure that all doors are securely locked, and all appliances and lights are turned off with the exception of the lights normally left on for security purposes.

### **Facility Closures**

We understand that there may be situations that arise such as severe weather, power outages, or police advisories in which we may decide to close the facility. If it is necessary, the management team will make the decision to close the facility. In this case, we will send a company-wide notice notifying all affected employees of the closure.

Employees will be expected to work from home if their job duties may be performed from home. Should you not be able to perform your work from home, you must use available PTO or take the day off unpaid since no work has been performed. If PTO is chosen, the advance notice requirement is waived, and you must properly record your time in the timekeeping system and submit the Time Off Request Form to your reporting manager.

### **Honest and Direct Communications**

When there are disagreements in the workplace, we commit to treating you like an adult and working directly with you on the open issue. We believe in honest feedback on performance and an open exchange of ideas when there are differences of opinion in the workplace. When this occurs, our approach is direct and based on establishing a clear set of expectations for you. You should not be surprised by feedback, and we expect you to listen well and take advantage of these learning and coaching moments.

Our disciplinary processes are fair, and we strive to understand the cause of performance or behavior outside of our accepted norms. If a situation arises, we may take a corrective action with you that could include anything from a simple coaching conversation, a written warning, or up to and including termination of your employment. The type of disciplinary action taken will be aligned with each situation, and the disciplinary actions are not necessarily "steps" of a process.

## ***What We Expect from You***

Most of what we expect from you mirrors what you can expect from us. We believe that our success requires dedication to our company, our clients and you. In short, we expect you to honor those commitments and do your part to create a great place to work.

### **Do Your Best Each Day**

The only way for all of us to succeed is for each of us to put forth our best effort each day. Focus on doing your job and following the guidelines and rules we have set forth. Work intelligently, safely, and collaboratively. Focus on goals and accomplishments, not blame when things do not go as planned. Our time is our most valuable asset, please use your time wisely.

### **Attendance Matters**

Being on time and ready to work each day is critical. While schedules vary depending on your role or department, our daily business operations run from Monday - Friday from 7:00am – 6:00pm. You are expected to follow your schedule established by your reporting manager, including on-call or emergency hours. When you are absent from work, it creates challenges for your colleagues and leaders as adjustments to staffing and schedules must be made. To minimize this disruption, we expect that you will have an excellent attendance record. When you are forced to miss work, you need to make sure you have communicated in writing (email, text, etc.) to your reporting manager regarding what is causing either your absence or being late at least two hours before your expected start time. Please note, if your reason for missing work is due to reasons covered under the Paid Medical Leave Act (PMLA), you must still follow any established call-in process and let us know that your unplanned absence is due to reasons covered under PMLA. If you do not have available paid time off to cover your absence, you will be subject to disciplinary action or points under our attendance program.

If you develop a pattern of missing work or being late, you can expect a conversation regarding what you can do to eliminate this problem. Failure to correct poor attendance is not acceptable. Should you stop coming to work and fail to call us for three consecutive workdays to let us know, we consider this job abandonment and your resignation of employment.

### **Use Technology Wisely**

Whether it is the Company email, a cell phone, computer, portable device including storage devices, a blog, tweet, or whatever, we expect you to be aware that when you are using our technology, it is intended to be for business purposes. Non, job-related use must be reasonable and must occur during non-working time. You should have no expectation of privacy when using our systems or networks, as we retain the right to monitor activity and access any stored information. We take pride in our company and expect that you will as well. When referencing the Company or identifying yourself as an employee, we appreciate it if you make it clear that your opinions are yours alone, and that you are not speaking on our behalf. Also make certain that you do not disclose information which is confidential or proprietary (e.g., information regarding products, pricing, technology, business strategies, etc.) Do not use our technology to threaten, harass or defame the company, your colleagues, or our clients or to otherwise violate any of the policies set forth in this Handbook.

Be safe with the technology we assign to you as well as your personal devices that are used for work. Computers, phones, and tablets are all expensive and can be a source of distraction. Make sure you maintain these items well, use passwords to protect our information, and avoid leaving devices unattended in public places or vehicles. Report any lost, damaged, or stolen items immediately to your reporting manager, including if it was your personal device that you use for work. When traveling, learn and obey the laws related to using mobile devices and driving. Do not take risks – use hands-free devices and never text, email, or use your portable device while driving. If you must check a text, calendar item, or email, please get off the road so that you can safely perform this task. Do not attempt to do these items at

stoplights. Nothing in this policy is designed to, should be interpreted to, or will be enforced in such a way as to infringe upon employee rights protected by law.

### **Personal Cell Phones**

Due to the nature of our business, there may be employees that need to use their personal cell phone for work purposes. For these employees, the company will provide a taxable cell phone stipend via payroll. We expect your full attention while you are working. Therefore, cell phone use during working hours should be limited and only used when necessary to perform certain functions of your job.

Although you may occasionally have to take care of personal matters during the workday, you should try to conduct any personal business before or after the workday, or on your scheduled break. Personal calls and texting at work should be infrequent and should always be kept short. While in the office, cell phones must be kept on silent or vibrate and must not be a distraction. Cell phones should never be used while operating any equipment, machinery, or tools. You are expected to know and follow state and local laws regarding the use of cell phones while driving. Do not take risks with your cell phone while driving – use hands-free mode and never text or email while driving.

### **Respect Company Property & Work Safely**

Our facilities, equipment, and tools are an extension of who we are. Take pride in them and help maintain them. Keep your work area clean and clean up after yourself in the common areas including the break area and bathrooms. Our electronic files are valuable assets to the Company. Keep all files saved in the appropriate folders. Delete old versions that do not have long term value to maximize computer file storage space.

You are expected to work safely and comply with occupational safety and health standards and regulations established by the Occupational Safety and Health Act (OSHA) and state and local safety regulations. You must also follow safety rules and exercise caution and common sense while performing your work. Report any unsafe conditions to your reporting manager.

You are responsible for maintaining company and client property in proper working condition and must take good care of all equipment and tools provided to you. Any equipment, machines, and tools that appear to be damaged, defective or in need of repair must be reported to your reporting manager immediately. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury. Your reporting manager can answer any questions about your responsibility for maintenance and care of equipment. If your role requires you to operate any machinery use tools, or ladders, etc., you are expected to operate and use them properly according to the instructions, and you should never misuse, abuse, or neglect any company or client equipment.

### **Respect Company Vehicles - Including Rental Cars**

The use of a Company vehicle is a privilege. Some jobs require the use of Company vehicles as a regular part of your job, while others will only use them occasionally. Whether the vehicle is owned by us, or we are renting it while on business travel, we expect vehicles to be respected. Keep the vehicles clean, never smoke in them, avoid aggressive driving, and never text while driving. If you do not have a valid driver's license or it is suspended, you cannot drive and must let us know right away. While driving on company business, employees are expected to observe all safety, traffic, and criminal laws. If an employee receives a citation while driving on company business, they are responsible for any fines or fees related to the incident.

### **Use of Personal Vehicle**

Our company cannot be responsible for injuries or property damage resulting from accidents or mishaps that occur when employees use their own automobiles on company business. It is the employee's

responsibility to carry the minimum level of automobile insurance, and to maintain and carry a valid driver's license. While driving on company business, employees are expected to observe all safety, traffic, and criminal laws. If an employee receives a citation while driving on company business, they are responsible for any fines or fees related to the incident. If you will be driving with a client in your car, make sure it is clean and presentable.

### **Travel and Expense Policy**

Please refer to the Expensify Training Guide and Expensify Review Guide for details regarding all travel and expense related guidelines and reimbursements. Reach out to your manager if you have any questions.

### **Emergency Service On-Call Rotation**

As service organization, we offer emergency service for our clients. Whenever possible, we try to schedule during our normal working days and hours. Sometimes, there is an emergency that requires an off hours Field Maintenance Technician to go to a client facility during an unplanned shift. As such, certain roles are required to participate in an Emergency On-Call rotation. Typically, weekend Emergency Service On-call schedule starts at 5:00 pm Friday through 7:00 am on the following Monday.

When you are on-call, you will be responsible to make sure you are accessible, your phone is operating, and you are able to call back to the office within 30 minutes. Field Maintenance Technicians need to be ready & available to travel to a client site within 30 minutes of receiving a call from our On-Call Personnel.

We rotate on-call schedules in the most fair and equitable process. Normally positions who have on-call requirements are scheduled to be on-call one weekend per month. On-call schedules are posted one month in advance. Employees are compensated \$50.00 per weekend that they are on-call whether or not they have to perform on-call emergency service work.

If you are scheduled to be on call and fail to respond to calls / texts, you will forfeit your on-call compensation and may be subject to disciplinary action. If you are scheduled and have a conflict you are responsible to find your replacement and notify your reporting manager so that the on-call schedule can be updated properly. If you are unable to find your own replacement, you must notify your reporting manager within a minimum of 2 weeks in advance.

### **Call-In Emergency Service Pay**

If you are on-call and /or perform an Emergency Service Call outside of your normal work schedule, you will be paid for one hour in addition to the time spent onsite at the Emergency Service Call. Time worked while on-call will be paid at your regular rate of pay. Please note, we calculate overtime based on actual time worked. Office-based, Non-exempt employees who take emergency service calls will be compensated for actual time worked, with a two-hour minimum. If you do not perform emergency service at a client, no emergency call-in pay will be earned. Service calls that occur on a company observed Holiday will be paid at overtime rates (in addition to Holiday Pay).

### **Company Credit Cards**

Depending on your role with the company, you may be assigned a company issued credit card. If you are issued a credit card, you will need to sign the Purchasing Card Agreement. These credit cards are intended for company business and purchases only. If your card is stolen or lost, or you suspect the card information may have been jeopardized, please notify your reporting manager right away. If you mistakenly use your company card to make a personal purchase, please notify your reporting manager so that you can be informed how to reimburse the company. Purchases made to complete service tickets must be uploaded into our work order management system. Field Maintenance Technicians must document service ticket purchases on their weekly timesheets. Non-service ticket receipts must be submitted to the Accounting department within one week of the date of purchase.



Please refer to the Travel and Expense Policy, Expensify Training, and Expensify Review Guide for additional details and requirements.

### **Maintain a Positive Appearance**

We expect you to arrive at work in appropriate attire for your job. You are expected to present a neat, clean, and tasteful appearance. We expect you to use good judgement in selecting your attire and recommend you err on the side of being more dressed up than not. If you are dressed outside of these guidelines, you should expect your, or any other leader, to send you home without pay to change. We understand there are times you may be wearing our logo apparel outside of the workplace. We are proud of our reputation and ask you to be mindful of how you present yourself in public when wearing clothing with the company logo.

For the business office, business casual dress is appropriate. Feel free to wear well maintained denim. However, make sure you still look appropriate. “Dress-up” your shirt when wearing denim/jeans – for example, coordinate your outfit to include a blouse, sweater, polo or golf style shirt, buttoned dress shirt, etc.

Please note, you should never wear:

- provocative, revealing, ripped, stained, or damaged clothing.
- clothing with offensive language that may be perceived as threatening, discriminatory, or in poor taste.

If you are a Field Maintenance Technician, a uniform will be provided to you at no cost. However, you are responsible to clean and maintain the uniform in good condition. Upon employment separation, uniforms must be returned in respectful condition. Uniforms may never be worn post-employment to pose as an employee or representative of American Repair Maintenance.

It is important to wear clothing which allows you to safely complete your job duties, this includes wearing clothing in such a way as to be safe (e.g., no loose sleeves, torn clothing, baggy shirts, hood strings/laces, no loose jewelry, hair tied back, etc.) when working around machinery. Closed toed shoes are required and if you operate any machinery or tools, you must wear all required Personal Protective Equipment (PPE) as directed.

### **Avoid Conflicts of Interest and Moonlighting**

One of the challenges with conflicts of interest is knowing when one exists. Here is a simple test: if it appears that there could be a conflict of interest between what you do for us as an employee and some other interest, there is a conflict of interest. If one of these or similar situations arise, we expect you to bring it to your reporting manager’s attention. Some simple examples to be mindful of:

- Consulting for other companies or directly with other companies on items related to our business.
- Working directly for clients or prospective clients in any capacity.
- Having a relationship with a relative (spouse, brother, in-law, etc.) where the relationship can influence business such as purchasing, contracting, etc.
- Investing in (not a few shares or a mutual fund) or having an ownership stake of a competitor.
- Having a seat on a board or agency that could impact the company.

“Moonlighting” (having a second job outside of your job with us) can also provide a conflict of interest. We expect that you follow these simple guidelines and bring any concerns to your reporting manager.

- Do not let your second job put this one at risk – sometimes a second job can negatively impact your ability to get your job done. Late nights, conflicting schedules, and fatigue can all contribute to poor job performance. We expect you to value your role here and make it a priority.

- Do not compete with the company – if your moonlighting job involves doing similar work for a competitor or service for a Company client outside of the Company’s normal business, do not do it.

### **Protect Confidential Information**

In your role, you will undoubtedly come across confidential information. This could include information such as client and prospect lists, pricing data, trade secrets, patents, employee data, software, legal documents and correspondence, social security numbers, credit references, etc. You will come across this information while performing your duties for us. We expect you realize the sensitive nature of this information and protect its confidential nature by refraining from keeping or distributing any of this information outside of the company. If you have confidential data printed, make sure you dispose of it properly by shredding any paper documents. If you have questions regarding the confidential nature of data, contact your reporting manager for additional support.

### **Maintain Your Personal Information**

We expect that you will help us manage your personal data. You are required to notify the Human Resources Coordinator within 30 days if you have any changes to your personal data, including but not limited to, name, marital status, address, phone, change in dependents, emergency contacts, and other items that affect employment status, benefit eligibility, or emergency situations. All such information should be kept up to date for benefit purposes or emergency situations.

### **Follow Our Workplace Accident or Injury Process**

We are dedicated to providing a safe working environment for you but realize that occasionally a work-related accident or injury may occur. Injuries that arise out of, or in the course of, employment will be covered under the provisions of the Workers’ Compensation Act. Injuries caused by intentional or willful misconduct will not be compensated through Workers’ Compensation.

#### **Reporting an Injury or Illness:**

- If you have sustained a work-related injury or illness (no matter how minor) you must report it promptly to your reporting manager.
- You and your reporting manager will complete an Employee Accident Form as soon as possible after the accident.

#### **Seeking Medical Treatment:**

If medical treatment is necessary, your reporting manager may provide minor first aid or direct you to the appropriate medical facility. Depending on the nature and severity of the injury, your reporting manager may provide transportation to the nearest occupational medical center, urgent care, or emergency room.

#### **Your Responsibility for Treatment:**

- If you will have ongoing treatment, report to your reporting manager after each appointment with the treating physician to provide a status report along with any medical documentation and billing information.
- We will make every attempt to accommodate work restrictions ordered by the treating physician. Only written work restrictions may be accommodated.
- It is your responsibility to comply with all written instructions given by the treating physician both at work and at home. Failure to do so could result in discontinuation of any Workers’ Compensation benefits.
- You should schedule your doctors’ appointments either before or after work hours if possible. Employees must notify their reporting manager in advance of any appointments scheduled during work hours.

### **Enjoy Your Break or Mealtime**

Being able to take a break or break for a meal during the workday is important. These breaks allow you to rest and return to your job with renewed focus. We are committed to providing employees with reasonable break periods that conform to legal rules as well as the Company focus. This includes providing reasonable break times and designated location for nursing mothers. When working on individual tasks, we request you manage your breaks to allow you to meet your work objectives. Hourly employees are provided with two 15-minute paid breaks per day. These breaks are considered worked hours for purposes of time entry or payroll. Since this time is counted and paid as time worked, you must not extend your break beyond the allotted 15-minute break time. Additionally, a 30-minute unpaid lunch break is provided to hourly members. Hourly/Non-Exempt employees who work in the office are asked to punch out for lunch if leaving the building.

### **You May Need to Work Overtime**

On occasion, we have to work overtime to complete a job to meet internal or external client requirements. Therefore, you are expected to work overtime when required. For Non-exempt employees, overtime work should be authorized in advance by your reporting manager. We strive to provide you as much advance notice as possible regarding upcoming overtime. Overtime compensation is paid to Non-exempt employees in accordance with Federal and State Wage and Hour laws. Non-Exempt employees are paid overtime pay based on actual hours worked and overtime is calculated at time-and-a-half in excess of 40 hours in one week. Time off on sick leave, PTO, holidays, leaves of absence, or any other non-working time, whether paid or unpaid, will not be considered hours worked for purposes of performing overtime calculations. Exempt employees are not eligible for overtime, though they may be required to work some weeks in excess of 40 hours.

### **When You Leave, Leave with Dignity**

Your employment with us may end either by your choice or ours since we are an “at-will” employer, which means our employment relationship can stop anytime with or without notice and with or without reason. We remain committed to managing the activities around the end of your time with us with dignity and respect, regardless of the circumstances that led up to the ending of employment. The end of your employment with us is either a:

- Voluntary Resignation – you provide us a written notice of your decision to leave our employment (including retirement). We ask that you provide us with a minimum of a two-week working notice. We will work with you to establish your last day of active employment based on the company’s current needs.
- Involuntary Termination – the decision to end your employment is made by the company and is typically effective immediately upon notification.

When you leave the company, you are required to return all Company property, including, but not limited to uniforms, company provided shirts, keys, ID badges, company credit card, tools, computers, and any work order materials. You will receive communication from us that outlines how your final pay will be processed and any other benefit information that applies under the applicable law.

## ***Workplace Compliance Policies***

We strive to be a great employer that complies with the applicable state and federal employment laws. This section reviews the ones that apply to our company and are a basis of what to expect from us.

### **Pre-Employment Screenings**

We comply with local and state requirements by only conducting criminal background checks after an offer of employment is made. We will review results and consider on an individual basis for all employees as a condition of employment. Criminal background checks include County, State, and Multi-State criminal record checks. Individuals with access to accounting records are also subject to Employment Credit checks as permitted by State law. Individuals that drive for us as a requirement of their position are subject to a Motor Vehicle Record check.

### **Work Authorization**

It is the intention of our company to only hire individuals who are US citizens or aliens authorized to work in the United States. We therefore make reasonable, good faith efforts to verify that all applications are properly authorized for employment.

### **Social Security Number Privacy**

You are required to have a Social Security Number (SSN) in order to be employed by us so that we can make adequate tax reporting. We take each employee's privacy very seriously and maintain a strict policy to protect the confidentiality of SSNs that are obtained by, or provided to us and/or our employees, members, contractors, agents, and representatives in the course of their employment, activities, or services performed on behalf of our company. All electronic files with social security numbers must be password protected, and any printed documents must be kept in a locked location. When disposing of social security documents, you must shred documents first. Employees with access to social security numbers must not share or transmit to others unless there is a reasonable, necessary legitimate business purpose.

### **Access to your HR File**

Should you want to review or need a copy of your HR file, please put your request in writing and submit it to the Human Resources Coordinator. If you want a copy of your file, we will make a copy for you. However, we may ask you for reimbursement of copy expenses.

### **Military Leave**

Armed Forces of the United States, the National Guard and/or Reserve will be granted unpaid leaves of absence in accordance with federal and state laws governing such leaves. Please let your reporting manager know as soon as possible if you have a military service obligation. Should you be called to service, your employment with us will not be impacted. Your absence will be handled under our Unpaid Leave of Absence policy.

### **Americans with Disabilities Act**

We are committed to complying with all applicable provisions of the Americans with Disabilities Act and applicable state disability laws. It is our policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability, so long as you can perform the essential functions of the job with or without accommodation. If an employee believes that accommodation of a disability is necessary to perform the essential functions of a position, employees must notify us of this need in writing (Michigan employees must do so within 182 days) after the employee knows or reasonably should have known of the need for accommodation. All requests for reasonable accommodation must be referred to the Human Resources Coordinator.

In accordance with State and Federal law, we may not always provide the specific accommodation required by an employee if an alternate reasonable accommodation is available and effective. We may also decline to make an accommodation where it would be unreasonable, would present a direct threat to health or safety, or where it would impose an undue hardship on the organization or other employees.

### **Workers' Compensation**

The company carries insurance to cover the cost of work incurred injury or illness. Benefits help pay for your medical treatment and part of any income you may lose while recovering. Specific benefits are prescribed by law depending on the circumstances of each case. To be assured of maximum coverage, work related accidents must be reported promptly to your reporting manager, after which an insurance claim will be filed, as necessary.

### **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your eligible dependents the opportunity to continue health insurance coverage under our group health insurance plan in certain situations where coverage would otherwise be lost. Group Health insurance ends on the date of termination. Dental and vision insurance ends on the last day of the month in which active employment ended. In the event a covered employee is no longer eligible for group health benefits due to the employee's resignation, termination, reduction of hours, etc., COBRA may provide the right to health coverage for up to 18 months. You will receive a written notice of your rights in the event of one of these situations. Covered dependents of an employee who becomes ineligible for health coverage as a result of the employee's death, divorce or legal separation, enrollment for Medicare benefits, or when a dependent ceases to be eligible for coverage under the terms of the plan may be eligible to continue group health coverage for up to 36 months. For further information, contact your Human Resources Coordinator.

### **Health Insurance Marketplace**

In addition to rights and eligibility under COBRA, individuals who have lost group coverage may also shop for coverage on the Health Insurance Marketplace to find and compare private health insurance options. Some of these options may cost less than COBRA continuation coverage, and in some cases, individuals may also be eligible for subsidies or tax credits to offset the cost of coverage. You should compare your other coverage options with COBRA continuation coverage and choose the coverage that is best for you.

You have 60 days from the time you lose your group insurance coverage to enroll in the Marketplace. That is because losing your group health coverage is a "special enrollment" event. After 60 days your special enrollment period will end, and you may not be able to enroll, so you should take action right away if you want to enroll in the Marketplace. In addition, during what is called an "open enrollment" period, anyone can enroll in Marketplace coverage.

Please note, if you sign up for COBRA continuation coverage, you can switch to a Marketplace plan only during a Marketplace open enrollment period. You can also end your COBRA continuation coverage early and switch to a Marketplace plan if you have another qualifying event such as marriage or birth of a child through something called a "special enrollment period." Be careful though - if you terminate your COBRA continuation coverage early without another qualifying event, you will have to wait to enroll in Marketplace coverage until the next open enrollment period and could end up without any health coverage in the interim.

Once you have exhausted your COBRA continuation coverage and the coverage expires, you will be eligible to enroll in Marketplace coverage through a special enrollment period, even if Marketplace open enrollment has ended. If you sign up for Marketplace coverage instead of COBRA continuation coverage, you cannot switch to COBRA continuation coverage under any circumstances.

To find out more about enrolling in the Marketplace, such as when the next open enrollment period will be and what you need to know about qualifying events and special enrollment periods, visit [www.HealthCare.gov](http://www.HealthCare.gov).

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## ***Employee's Acknowledgement & Letter Agreement***

**Please read carefully and completely, then sign and return to the Human Resources Coordinator.**

This Employee Handbook applies to all of our employees. Except as specifically stated in this Letter Agreement, the language of the Handbook is not intended to establish a contract between the Company and you for either employment or for providing any term, condition, compensation, or benefit of employment. The only contractual provisions of this Handbook are contained in this section. By signing this Handbook, you contract with the Company in the following matters:

1. I have received a copy of the Company's handbook. I understand that my employment is subject to the terms of the Handbook, including any future changes made in it by the Company.

2. I understand that the Company reserves the right to change or terminate its policies and benefits in a manner they believe to be in the best interest of the Company and the employees. Any such modifications shall only be effective prospectively. In addition, where insurance or retirement plans are concerned, the terms of the Company's policies and official plan documents will control, regardless of statements contained in this manual to the contrary. I understand no Manager, supervisor, employee, or representative of our Company, other than an authorized executive has any authority to enter into any guaranteed agreement for employment for any specific or definite period of time, or to make any agreement contrary to the terms of this Handbook. Any such agreement must be made in writing and signed by an authorized executive of the Company to be effective.

3. I understand that the employment relationship between the Company and all employees is 'at will'. This means that either the Company or I may terminate the employment relationship at any time, for any reason either party considers appropriate at their sole discretion.

4. Limitations on Claims. I agree that any lawsuit, claim or charge against the Company arising out of my employment or termination of employment, including but not limited to claims arising under state or federal civil rights statutes, must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the EEOC, within 90 days after the EEOC issues that Notice; or (b) for all other claims or suits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limit specified by statute, whichever is shorter. I waive any statute of limitations that exceeds this time limit. I also agree that any such claim or suit will be decided only by a judge and not by a jury, and I waive any right to a jury trial.

5. Non-disclosure & Confidentiality. I agree to treat all confidential business information to which I may have had access in the course of my employment with us as strictly confidential both during and after employment ends, and I agree not to disclose any such information to any person or entity without express authorization from the Company's CEO and President. For purposes of this paragraph, confidential business information includes business information that is not generally known or available to the public regarding our financial structure, performance and projections; client lists, leads and other client records; information from clients regarding client business or personal interests; vendor lists and information; operating business reports; personnel information; marketing information; methods of operation; business plans, specs and strategies; samples and prototypes; management structure; legally privileged materials; hardware or software systems, computer programs and applications; technical information; research and development; any information that constitutes a trade secret; and any other information that has special value to the Company because it is not generally known or available to the public or competitors. I agree to protect confidential business information by safeguarding it when in use, filing it properly when not in use, shredding documents for disposal, and discussing it only with those who have a legitimate business need to know. I agree that upon the termination of my employment from the Company:



- I shall return to our Company all documents and property of the Company, including but not necessarily limited to: electronic files, client project work, internal templates, sales history, toolkit items, reports, manuals, correspondence, client lists, computer programs, and all other materials and all copies thereof relating in any way to our Company’s business, or in any way obtained during the course of employment. Any documents or contact information related to the Company on personal devices should be saved on the Company’s shared file locations and then be deleted immediately from personal devices.
- I further agree that I will not retain copies, notes, or abstracts of the foregoing.

The Company may notify any future or prospective employer or third party of the existence of this Agreement and shall be entitled to full injunctive relief for any breach. This Agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

6. Reimbursement. Upon termination of employment, I am responsible for returning any Company property in my possession or under my control, including all confidential business information and for paying any expenses or other amounts that I may owe to the Company at that time. If I have not done so, by signing this manual, I authorize the Company to deduct the amount(s) owed from any wage or benefit payments that may be due to me. Any outstanding balances will become loans and payment terms must be established.

7. Jurisdiction and Choice of Law. All provisions of this Handbook and any disputes arising out of this Handbook shall, in all respects, be governed by Michigan law.

8. Definitions. “Company” shall be defined for purposes of this Handbook as American Repair Maintenance, any affiliated entities, and their agents, representatives, and employees.

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Signature of Employee

Date

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Printed Name of Employee

***Employee Acknowledgement Form***

I acknowledge that I have received a copy of the American Repair Maintenance Employee Handbook. I understand that it is my responsibility to review the Handbook and to familiarize myself with the policies and procedures contained in the Handbook. I understand that the Handbook is not a contract of employment and that I am employed at-will and either I or the Company may terminate my employment at any time, with or without reason, and with or without notice. I appreciate that I am encouraged to ask questions about anything that I could not understand.

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Signature of Employee

Date

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Printed Name of Employee

**RESERVATION OF RIGHTS CLAUSE**

The policies and procedures contained in this Handbook may be modified, amended, or cancelled by the Company at any time, and with or without notice.