



Foot Healthcare Associates, P.C.

FHA Employee Handbook

September 10, 2025

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Foot Healthcare Associates, P.C. will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Practice complies with all federal and state employment laws, and this handbook generally reflects those laws. The Practice also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Practice reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Joshua Fenn.

We wish you success in your employment here at Foot Healthcare Associates, P.C.!

All the best,

Neal Mozen, DPM, President
Foot Healthcare Associates, P.C.

1.2 At-Will Employment

Your employment with Foot Healthcare Associates, P.C. is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Practice at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Practice document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

If a written contract between you and the Practice is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 About the Company

The doctors at Foot Healthcare are highly skilled leaders in advanced foot and ankle care.

Founded in December 1987 by Dr. Neal Mozen, Foot Healthcare has a vast history with thousands of patients and hundreds of referring physicians in Metro Detroit and the surrounding areas.

Our Doctors provide foot and ankle treatment and surgery of all types with the help of our highly skilled staff members. Our

staff are a direct reflection of the best Practice and Doctors in Michigan.

2.2 Company Facilities

Facilities:

Our Practice has 4 locations: Livonia, Novi, Bingham Farms, & Howell.

Administration departments and Billing departments are located within the Livonia clinic.

All facilities meet state requirements for handicap accessibility. Please see a team lead or management for exact facility building management contact information, as they vary at each location.

2.3 Ethics Code

Foot Healthcare Associates, P.C. will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Practice.

We expect that officers, directors, and employees will not knowingly misrepresent the Practice and will not speak on behalf of the Practice unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Practice or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.4 Mission Statement

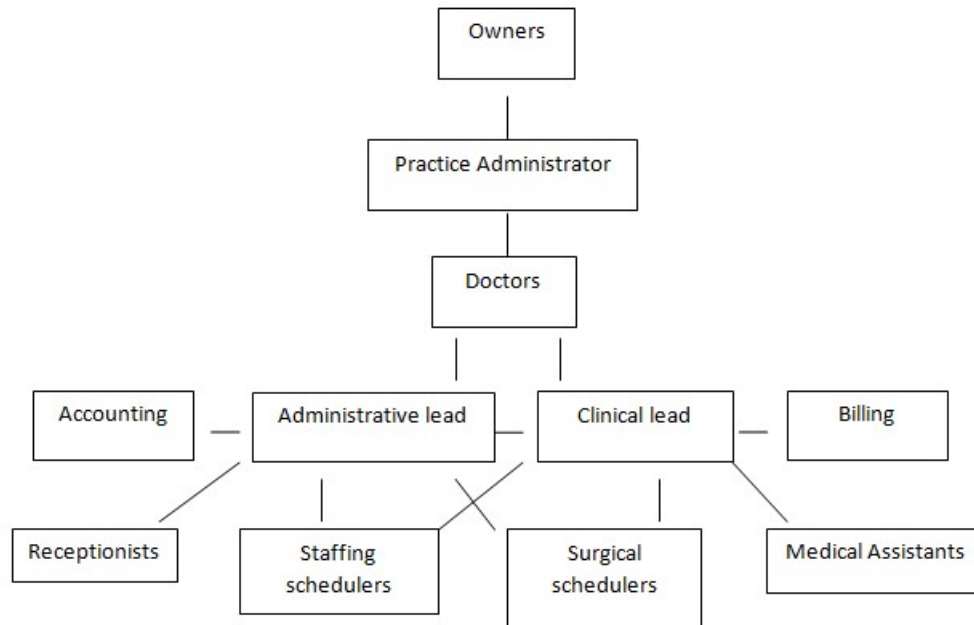
We view the relationship that we have with our patients as a sacred trust. We work hard every day to deserve that trust.

Foundational principles at FHA

1. Transparency
2. Respect
3. Compassion
4. Integrity
5. Loyalty
6. Dependability
7. Encouraging growth
8. Encouraging and facilitating opportunity to contribute
9. Clarity
10. Service to each other and our patients

2.5 Our Organization

Practice-Organizational structure



2.6 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Foot Healthcare Associates, P.C. policies and procedures. The handbook is not a contract. The Practice reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Accommodations for Pregnancy, Childbirth, and Related Medical Conditions

Foot Healthcare Associates, P.C. recognizes the importance of supporting employees experiencing limitations related to pregnancy, childbirth, or related medical conditions by providing reasonable accommodations. We are committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections.

Examples of reasonable accommodations include:

- Additional break time for restroom use, meals, hydration, and rest.
- Seating options to allow for sitting or standing as needed.
- Schedule changes, part-time work, and paid and unpaid leave.
- Flexible work hours to accommodate medical appointments and physical needs.
- Telework (remote work if available for duties).
- Closer parking spots to the workplace entrance.
- Light duty.
- Making existing facilities accessible or modifying the work environment.
- Job restructuring.
- Temporarily suspending one or more essential functions of your job.
- Acquiring or modifying equipment, uniforms, or devices.
- Adjusting or modifying examinations or policies.

If you require an accommodation, notify your Manager. In instances where the need for a particular accommodation is not obvious, you may be asked to provide:

- The reason an accommodation is needed.
- A description of the proposed accommodation.
- Information on how the accommodation will effectively address your limitations.

Medical documentation will not be required in the following situations:

- When the limitation and need for an accommodation is obvious.
- If the Practice is already aware of the limitation due to previous disclosures.
- When requesting accommodations such as additional restroom breaks, fluid intake, food breaks, or seating arrangements, which are considered presumptively reasonable.
- For any lactation accommodations.
- When a similar accommodation has been provided to other employees without requiring documentation.

The Practice will engage in an interactive process with you to identify suitable accommodations. While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to the Practice. Factors considered include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations, including safety and efficiency.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act (FMLA) and/or any other applicable leave as permitted by law.

The Practice strictly prohibits retaliation against employees who request or utilize an accommodation under this policy.

3.2 Conflicts of Interest

Foot Healthcare Associates, P.C. is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Practice, you must disclose it to your Manager. If an actual or potential conflict of interest is determined to exist, the Practice will take such steps as it deems necessary to reduce or eliminate this conflict.

3.3 Disability Accommodation

Foot Healthcare Associates, P.C. complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Practice will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Practice will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Practice in connection with a request for accommodation will be treated as confidential.

The Practice encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Practice is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Practice.

Where state or local law provides greater protections to employees than federal law, the Practice will apply the law that provides the greatest benefit to employees.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Practice will not discriminate or retaliate against employees for requesting an accommodation.

3.4 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the

third business day following the start of employment with Foot Healthcare Associates, P.C.. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Practice.

3.5 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Foot Healthcare Associates, P.C.. It is your obligation to inform the Practice of any such potential conflict so the Practice can determine how best to respond to the particular situation.

3.6 Job Descriptions

Foot Healthcare Associates, P.C. attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Manager.

Job descriptions prepared by the Practice serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Practice may have to revise, add to, or delete from your job duties per business needs. On occasion, the Practice may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your Manager.

3.7 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Foot Healthcare Associates, P.C. and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.8 Religious Accommodation

Foot Healthcare Associates, P.C. recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Practice complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Practice will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Practice will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Practice encourages you to suggest specific reasonable accommodations. However, the Practice is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Practice.

The Practice will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

3.9 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department leaders. Even if you have

had previous experience in the specified functions of your job duties, you must learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Manager.

Initial and refresher training on most subjects can be found on our website at www.MichiganPodiatry.com/staff as well as a copy of this policy handbook.

4.0 Wage and Hour Policies

4.1 Attendance

Foot Healthcare Associates, P.C. requires regular and punctual attendance by employees. You are expected to arrive at the workplace on time and ready to perform your job. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are not going to arrive at work or return from a break on time, you must notify your Manager and the schedule manager as soon as possible but at least one hour before your scheduled start time. If your Manager or schedule manager is not available, contact another member of leadership.

If you must miss work due to an emergency or other unexpected circumstance, notify your Manager and schedule manager as soon as possible. Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your Manager immediately. If you are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Absences will be considered excused if you requested the time off in accordance with Practice policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures. However, the Practice provides a 10-minute grace period for arriving to work and a 5-minute grace period when returning from lunch. Although the grace period allowance won't initiate disciplinary action or count as a "strike" against your work performance, it will be recorded in your file as a 'late arrival' and be considered when making decisions for merit increases and/or bonus payments.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

The Practice reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

If you fail to report to work for three or more consecutive days and have not provided proper notification, the Practice will assume that you have voluntarily resigned your position and will proceed with the termination process.

4.2 Business Expenses

The purpose of this policy is to define approved non-travel business expenses and the authority for incurring and approving such expenses at Foot Healthcare Associates, P.C..

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Practice procurement processes.

Business Meetings (Employer-Sponsored Events and Meetings)

The Practice pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Practice employees. The most senior Practice individual present is responsible for paying for and reporting all expenses.

The Practice will make every effort to have a master account set up for Practice-wide and large group events. However, in other cases you may individually submit for qualified reimbursement accordingly.

Technical and Training Seminars

The Practice pays for expenses associated with required attendance at classes and seminars that enhance job-related skills. Prior

approval must be obtained by your Manager.

Other Expenses

The Practice will pay for qualified postage and telephone expenses that are for business purposes. The company also will reimburse annually for qualified scrubs for employees. See a manager for up-to-date details.

Reporting

Report approved expenses on the standard expense report form and include a description of the expense (which should include the date, vendor, business purpose, and a list of any attendees/participants) and a copy of the receipt. This should be sent to the Accounting manager.

4.3 Direct Deposit

Foot Healthcare Associates, P.C. encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask a manager for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

4.4 Employment Classifications

The Practice designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Practice also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 32 hours per workweek, except for approved time off. Full-time employees are eligible for most Practice benefits.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 31 hours or less per workweek. Part-time employees are not eligible for most Practice benefits.
- **Temporary/Contingent Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Contingent employees are hired on a temporary basis during a time of year when extra work is available. Temporary/contingent employees are not eligible for most Practice benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact the Practice Administrator for more details. These classifications do not alter your employment at-will status.

4.5 Introduction to Wage and Hour Policies

At Foot Healthcare Associates, P.C., pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, speak with your Manager.

4.6 Paycheck Deductions

Foot Healthcare Associates, P.C. is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, enrolled company sponsored health benefits, elected 401k and etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Manager.

The Practice will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each

pay period and immediately report any discrepancies to your Manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Practice will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.7 Posting of Work Schedules

Work schedules are emailed to all hourly employees once per week to indicate times and locations of work shifts for the upcoming week.

These schedules are sent to the employees' company work email addresses and sent on Thursday or Friday of the week before the upcoming work week. All requests for schedule changes must be sent to the schedule manager for approval at least 2 weeks in advance if possible. Last-minute changes cannot be guaranteed to be accommodated.

4.8 Recording Time

Foot Healthcare Associates, P.C. is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Practice has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Practice Heartland TIME application either on their phone or on the company PC.

Speak with your Manager for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Practice procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Timesheets/time cards must be reviewed daily and turned in along with any changes or requests to your Manager by Friday evening of the last day of the pay period.

If you are required to clock in, you should clock in no more than five minutes before the time you actually start working and clock out before leaving the office location, no later than five minutes after you actually stop working.

Immediately report as soon as possible to your Manager of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods. Failure to report missed punches timely may result in delayed payment for time worked for up to 30 days. Failure to clock out for breaks when not working will result in disciplinary action. Please report ALL missed punches before the end of the pay period, if not sooner.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to ownership or management any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.9 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Foot Healthcare Associates, P.C..

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Foot Healthcare Associates, P.C. business trips or between offices for either shift or supply delivery. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your Manager has been received.

Advances

The Practice does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

Travel Expenses

The Practice pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Mileage to travel between offices for shift change
- Mileage to deliver supplies to offices
- Mileage to deliver specimens or urgent shipments to appropriate carrier.
- Business supplies and services.
- Other expenses necessary to achieve the business purposes.

Insurance

The Practice does not pay for personal travel insurance for employees.

Personal Vehicles

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and may not have more than 2 points on your driving record. **Travel between your home and primary office is not considered to be business travel.** You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The President or Chief Executive Officer must authorize any deviation from this policy.

Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants. All requests must be submitted to the payroll processor before the end of the pay period in order to be applied to the check for that pay period.

4.10 Workday/Workweek

Foot Healthcare Associates, P.C.'s workweek runs from Saturday to Friday. The workday begin times vary depending on the location. Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Foot Healthcare Associates, P.C. will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Practice, whether on or off Practice property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Disciplinary Process

Violation of Foot Healthcare Associates, P.C.'s policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Practice encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Practice is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Practice is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.3 Employment Verification

Foot Healthcare Associates, P.C. policy is to confirm dates of employment, job title, and compensation (where permissible under applicable law). The Practice will only provide such information with your written authorization. Requests for employment verification should be forwarded to the Practice Administrator or Human Resources Director.

5.4 Exit Interview

You may be asked to participate in an exit interview when you leave Foot Healthcare Associates, P.C.. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Practice in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.5 Open Door/Conflict Resolution Process

Foot Healthcare Associates, P.C. strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Manager and, if necessary, to Human Resources or upper-level management. To help manage conflict resolution, we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Practice, management, its employees, vendors, customers, or any other persons or entities related to the Practice, bring your concerns to the attention of your Manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Manager. If you have already brought this matter to the attention of your Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper-level management. Describe the problem, those persons involved in the problem, the efforts you have made to resolve the problem, and any suggested solution you may have.

5.6 Outside Employment

Outside employment that creates a conflict of interest or affects the quality or value of your work performance or availability at Foot Healthcare Associates, P.C. is prohibited. The Practice recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Practice should be reported to your Manager. Failure to adhere to this policy may result in discipline up to and including termination.

5.7 Pay Raises

Depending on financial health and other Practice factors, efforts will be made to give pay raises consistent with Foot Healthcare Associates, P.C. profitability, job performance, and the consumer price index. The Practice may also make individual pay raises based on merit or due to a change of job position. However, pay rate changes are not guaranteed as part of your employment.

5.8 Performance Reviews

Foot Healthcare Associates, P.C. will make efforts to periodically review your work performance as needed. The performance review is a tool used to evaluate employee performance over the review period by assessing:

- Your performance of assigned job duties and responsibilities.
- Your achievement or lack of achievement of specific targets and goals.
- Other aspects of your performance (e.g., communication skills, professionalism, ability to collaborate, reliability, willingness to take initiative, etc.).

The performance review process will take place as business needs dictate.

The performance review process is intended to increase the quality and value of your work performance. The review process may be used:

- As a basis for employment decisions, such as promotions and demotions.
- To improve the performance of under-performing employees.

- To document employee growth at the Practice.

A positive performance review does not guarantee a pay raise or continued employment.

5.9 Promotions

To match you with the job for which you are best suited and to meet the business needs of Foot Healthcare Associates, P.C., you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo an introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Practice benefits for which they are eligible.

5.10 Resignation Policy

Foot Healthcare Associates, P.C. hopes that your employment with the Practice will be a mutually rewarding experience; however, the Practice acknowledges that varying circumstances can cause you to resign employment. The Practice intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Practice requests that you provide a minimum of two weeks' notice of your resignation. If you are a Manager, you are requested to provide a minimum of [four weeks'] notice. Provide a written resignation letter to your Manager. If you provide less notice than requested, the Practice may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Practice reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Practice will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Practice if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Practice property at the time of separation, including keys, tools, laptops, credit cards, identification cards, or any other company property assigned to you during your employment. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Practice may pursue criminal charges for failure to return Practice property.

5.11 Standards of Conduct

Foot Healthcare Associates, P.C. wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include, but are not limited to:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Practice property (including in Practice vehicles), or on Practice business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Practice or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.

- Taking or destroying Practice property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Practice trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Practice or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Practice premises during working hours.
- Failure to dress according to Practice policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Practice.
- Gambling on Practice premises.
- Lending keys or keycards to Practice property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.12 Transfers

Foot Healthcare Associates, P.C. may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.13 Workforce Reductions (Layoffs)

If necessary based upon business needs, Foot Healthcare Associates, P.C. management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Practice will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Computer Security and Copying of Software

Software programs purchased and provided by Foot Healthcare Associates, P.C. are to be used only for creating, researching, and processing materials for Practice use. By using Practice hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Practice policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Practice, or developed by Practice employees or contract personnel on behalf of the Practice, is and will be deemed Practice property. It is the policy of the Practice to respect all computer software rights and to adhere to the terms of all software licenses to which the Practice is a party. The Practice Manager is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Practice to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Practice must be purchased through the Practice Manager.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Practice.

6.2 Employer Sponsored Social Events

Foot Healthcare Associates, P.C. holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a

Manager prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.3 Mail Use

You are required to limit usage of the Foot Healthcare Associates, P.C. mail service to business purposes only. You may not use the Practice address to receive personal mail. Do not use the Practice postage meter for your personal mail. Report any suspicious packages or envelopes to the Practice Manager immediately.

6.4 Nonsolicitation/Nondistribution Policy

Foot Healthcare Associates, P.C. prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Practice's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Nonemployees are not permitted to distribute materials on company premises under any circumstances.

Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

Reporting Violations

If you become aware of violations of this policy, report them to your Manager.

We appreciate your cooperation in maintaining a respectful and focused work environment.

6.5 Off-Duty Use of Employer Property or Premises

You may not use Foot Healthcare Associates, P.C. property for personal use during working time. You are responsible for returning Practice property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes the use of copy machines, computers, Practice products, or office supplies for personal use without prior authorization.

It is Practice policy to control off-duty and nonworking hour use of Practice facilities either for business or personal reasons. You are prohibited from using Practice facilities during off duty or nonworking hours without the written consent of your Manager.

6.6 Payroll Advances and Loans

Foot Healthcare Associates, P.C. does not make payroll advances or loans. Other options may be available. Please seek assistance from the Practice Manager if you are in need.

6.7 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Foot Healthcare Associates, P.C.. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Practice, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Practice. Contact your Manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.8 Personal Cell Phone/Mobile Device Use

While Foot Healthcare Associates, P.C. permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Practice property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Practice policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Practice requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

Due to cyber liability concerns, employees may not connect their personal devices to the Practice network or to Practice equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from Practice Management. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Practice information, For data and cyber security, all company computers are equipped with applications from the IT company contracted to support the Practice. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device or receive a company device to use for business. If you obtain or currently have a plan that exceeds the monthly stipend, the Practice will not be liable for the cost difference.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.9 Personal Data Changes

It is your obligation to provide Foot Healthcare Associates, P.C. with your current contact information, including current mailing address and telephone number. You should also inform the Practice of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Practice Management.

6.10 Security

All employees are responsible for helping to make Foot Healthcare Associates, P.C. a secure work environment. Upon leaving work, lock

all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Manager immediately. Refrain from discussing specifics regarding Practice security systems, alarms, passwords, etc. with those outside of the Practice.

Immediately advise your Manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Practice. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.11 Social Media

Foot Healthcare Associates, P.C. acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

- Pose risks to the Practice's confidential and proprietary information, reputation, and brand;
- Expose the Practice to discrimination, harassment, and other claims; and
- Jeopardize the Practice's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the Practice's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the Practice or not.

Use Good Judgment

While the Practice respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Practice as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

Guidelines for Posting on Social Media

When posting:

- Protect trade secrets, intellectual property, and confidential information related to the Practice.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the Practice as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use the Practice's email addresses to register on social media platforms for personal use.
- If you identify yourself as an employee of Foot Healthcare Associates, P.C. on your personal account and are posting about the Practice, make it clear that your views are your own and that you are not speaking on behalf of the Practice.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your Manager or consistent with policies that cover equipment owned by the Practice.

Media Contacts

If you are not authorized to speak on behalf of the Practice, do not speak to the media on behalf of the Practice. Direct all media inquiries for official Practice responses to the Practice Manager.

Retaliation

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

Violations

Violations of this policy may result in discipline, up to and including termination.

This policy does not limit employees rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

6.12 Suggestion Policy

At Foot Healthcare Associates, P.C., we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Practice, or meet customer and client needs. Discuss your ideas with your Manager or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Practice.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Practice tools or property are considered to be the property of the Practice.

Suggestions can be brought directly to the Practice Manager or Doctors through verbal communication, email, text, or other internal communication means. If the employee is uncomfortable in providing direct communication, an anonymous submission form is available on the staff web page: www.michiganpodiatry.com/staff - the employee can include or redact any information as they please including their name.

6.13 Third Party Disclosures

From time to time, Foot Healthcare Associates, P.C. may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Practice and should refer any call requesting the position of the Practice to the Practice Manager. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Practice Manager.

6.14 Use of Company Technology

This policy is intended to provide Foot Healthcare Associates, P.C. employees with the guidelines associated with the use of the Practice information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Practice, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones and smartphones.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

Practice IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Practice IT resources and communications systems are the property of the Practice. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Practice electronic information and communications systems.

The Practice reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Practice IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Practice will exercise this right periodically, without prior notice and without prior consent.

The interests of the Practice in monitoring and intercepting data include, but are not limited to: protection of Practice trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Practice IT resources and communications systems.

Do not use Practice IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Practice will also advise law enforcement officials of any illegal conduct.

6.15 Workplace Privacy and Right to Inspect

Foot Healthcare Associates, P.C. property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Practice and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Practice premises including that kept in lockers and desks.

7.0 Benefits

7.1 401(k) Plan

Eligible employees may participate in the Foot Healthcare Associates, P.C. 401(k) plan after completing any applicable waiting period as defined in the plan. Refer to your Summary Plan Description (SPD) for specific information.

The Practice will notify you if you are eligible to participate in the 401(k) plan. Contact the Practice Administrator to understand your eligibility requirements. This benefit may be canceled or changed at the discretion of the Practice, unless otherwise required by law.

7.2 Bereavement Leave

Foot Healthcare Associates, P.C. recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Practice will provide bereavement leave as follows:

All Full-time employees who have completed their introductory period are eligible for 3 day(s) of paid bereavement leave for the death of an immediate family member. Part-time employees are eligible for hours in proportion of the hours they are normally scheduled to work during the time off.

You may use accrued but unused Paid Time Off if additional time is needed. (Additional unpaid time off may be granted at the discretion of the Practice on a case-by-case basis.

For purposes of this policy, **immediate family member** include spouses, domestic partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners.

You must provide notice of your need for bereavement leave as far in advance as possible. The Practice may require documentation supporting your need for bereavement leave.

Requests for bereavement leave should be made to the Practice Manager as soon as possible. Our practice reserves the right to request written verification of an employee's familial relationship to the deceased and his/her attendance at the funeral service as a condition of the bereavement pay.

7.3 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Foot Healthcare Associates, P.C. employees and their beneficiaries to continue health insurance coverage under the Practice health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact the Practice Manager to learn more about your COBRA rights.

7.4 Continuing Education and Tuition Assistance

We believe in the continuing education of our employees. If Foot Healthcare Associates, P.C. sends you to a class or training program during normal working hours related to your employment and you are nonexempt, you will be paid training pay for that time. If you are interested in attending an outside class and having the Practice pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, length, and cost. Depending on the type of training, the Practice may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your Manager approves of your attendance at a class that is not sponsored by the Practice, you will be reimbursed once you have attended and paid for the class.

7.5 Dental Insurance

All regular full-time employees who have completed the plan's defined waiting period at Foot Healthcare Associates, P.C. are eligible for the Practice dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

Eligible full-time employees may elect dental coverage for themselves and their dependents. The coverage is effective on the first of the month following thirty days of employment. Information and enrollment forms may be obtained from the Practice Manager. You will be responsible for the full cost of this insurance through payroll deduction. A booklet containing the details of the plan and the eligibility requirements may be obtained from the Practice Manager. Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling. Upon discharge, you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the Practice Manager.

7.6 Employer-Sponsored Disability Benefits

Foot Healthcare Associates, P.C. offers the following employer-sponsored disability insurance benefits to eligible employees, after the plan's defined waiting period, when they miss work due to non-work-related disabilities.

Short-Term Disability Insurance

Short-term disability insurance generally pays a weekly benefit if you cannot work because of a covered illness or injury. The benefit replaces a portion of your weekly income, providing funds directly to you to help pay your bills and living expenses. Check your plan documents for details about benefit payments and duration.

Long-Term Disability Insurance

Long-term disability insurance generally pays a monthly benefit to you if you cannot work because of a covered illness or injury. The benefit replaces a portion of your income, thus helping to meet your financial commitment in a time of need. Check your plan documents for details about benefit payments and duration.

Additional Information

The terms and conditions for the disability insurance program are outlined in the Summary Plan Description (SPD). Contact the carrier for a copy of the plan provisions, required forms, and additional information about these benefits. Administrators can provide information to the employee. However, the employee is responsible for knowing the limitations, requirements, and qualifications to become eligible for payments from disability insurance carriers.

7.7 Federal Jury Duty Leave

Foot Healthcare Associates, P.C. encourages employees to fulfill their civic duties related to federal jury duty service. If you are summoned for federal jury duty, notify your Manager as soon as possible to make scheduling arrangements.

Time spent for federal jury duty service is unpaid; however, if you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. You may opt to use [PTO/vacation] in place of unpaid leave.]]

The Practice will not discriminate or retaliate against employees for missing work due to federal jury service. Upon return to work, you will be reinstated to your prior position without loss of seniority and will be treated as if you have been on a leave of absence or furlough.

7.8 Health Insurance

Foot Healthcare Associates, P.C. offers group health insurance benefits to all eligible employees and their eligible dependents after the plan's defined waiting period. Health insurance benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the Practice Manager.

Your group health benefits are paid in part by the Practice. The remainder of the costs are paid by you through deductions from your paycheck. (Any elected dependents on the medical insurance policy are paid 100% by the employee)

Benefits may be canceled or changed at the discretion of the Practice, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with the Practice, you may have the right to continue your health benefits under federal or state law. In such an event, the Practice will provide you with information about your rights to continue your benefits coverage.

Eligible full-time employees may elect coverage for themselves and qualified dependents. The coverage is effective on the first of the month following 30 days of employment waiting period. Eligibility may be defined by state law and/or by the insurance contract. Employee contributions for all categories and the categories will be as follows:

- All employees working greater than 70 hours per pay period – max FHA contribution
- Employees working between 69.9 hours and 60 hours per pay period – FHA contribution will be \$50 less per pay period
- Anyone working 59.9 hours or less per pay period is NOT eligible for coverage. COBRA will be offered to those that go from Full-time to Part-time hours more than 6 consecutive weeks.

Additional information and enrollment forms may be obtained from the Practice Manager.

Our practice pays the partial costs of a single-employee contract. See enrollment materials for pricing. If you elect dependent coverage, you are responsible for paying the difference through payroll deduction. Participating employees are also covered under our medical insurance plan's prescription drug program. A booklet containing the details of the plan and eligibility requirements may be obtained from the Practice Manager (or through the benefit administration's website when available). Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

7.9 Holidays

Foot Healthcare Associates, P.C. offers the following paid holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, ask your Manager how it affects you.

You will be compensated for holidays in accordance with federal and state law.

*Eligible employees receive a paid holiday only if the holiday falls on a day they are normally scheduled to work. Full-time and part-time regular employees are eligible for paid holidays after completing their introductory period. Part-time regular employees are eligible for holiday pay in proportion to the number of hours they normally are scheduled to work. Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless they are absent with prior permission from the Practice Manager.

7.10 Life Insurance

Foot Healthcare Associates, P.C. provides life insurance to all eligible employees after the plan's defined waiting period. You will be

required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

Eligible full-time employees will be automatically enrolled in the company provided life insurance after completing the new hire waiting period 1st of the month following 30 days of employment. You must designate your beneficiary during enrollment to be processed. The cost of this insurance is fully paid by the practice. Participating employees may also be covered under the plan's Accidental Death and Dismemberment rider. You also have the option of purchasing additional insurance through the group plan. Complete details of this plan may be obtained from the Practice Manager (or through your employee benefits website when available).

7.11 Military Leave (USERRA)

Foot Healthcare Associates, P.C. complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to Management. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Management.

7.12 Paid Time Off (PTO)

Foot Healthcare Associates, P.C. provides employees with paid time off (PTO). PTO may be used for any reason.

Eligibility

All full-time regular employees are eligible to receive PTO immediately upon hire/upon completion of the introductory period/after completing 90 days of employment.

Balance Accrual

PTO is calculated according to your work anniversary year.

For employees hired before February 21, 2023:

The amount of PTO received each year is based on your length of service and is granted in a lump sum at the beginning of each year after being accrued according to an accrual schedule determined by the Practice] up to a maximum annual grant as shown below: (*PART TIME accrues in percentage of full time hours worked (*full time based on 80 hours per pay period)

Year 1: 72 hours

Year 2: 80 hours

Year 5: 120 hours

For employees hired after February 21, 2023:

Due to Michigan's ESTA effective 02/21/2025, any eligible employee hired after 02/21/2023 will have hours available as they accrue at the following rates to meet Michigan's requirements for the ESTA:

Eligible Full-time employee accrual is based on a per pay period schedule-

- At hire: 2.77 per pay period
- After the first anniversary: 3.08 per pay period
- After the 4th anniversary: 4.62 per pay period

Eligible part-time employee accrual is based on a per-hour schedule-

- AT hire: .035 per hour worked
- After first anniversary: .039 per hour
- After fourth anniversary: .058 per hour

Carryover

Carryover allowance for employees hired after 02/21/23 shall not exceed the following based on length of employment:

- 1 year anniversary: 72 hours
- 2 year anniversary: 80 hours
- 5 years anniversary+: 120 hours

The available balance will not exceed 120 hours for any eligible employee unless approved by the Practice Administrator.

Carryover from the previous year resets at the employee's anniversary date according to the above schedule.

Leave Usage and Requests for Leave

The Practice encourages you to use your PTO time. You are eligible to begin using PTO upon completion of your introductory period (90 days of employment).

You must request PTO from your Manager as far in advance as possible, but at least 14 days in advance (7 days for foreseeable sick-leave). The Practice will generally grant requests for PTO when possible, taking business needs into consideration.

You must request use of PTO in at least 1 hour increments (1 day of PTO equaling 8 hours).

During a Leave of Absence

The Practice may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, or federal law.

Please note, You will not accrue PTO during unpaid leaves of absence or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

Employees can request to "Cash-Out" unused accrued PTO at any time (even without taking time off) after accrual and before expiration of the accrued PTO.

Separation of Employment

Upon separation of employment for any reason, Foot Healthcare will apply any accrued amount to your last paycheck.

Further Clarification on Michigan ESTA (Earned Sick Time Act):

FHA provides ESTA hours rolled into your PTO bank. You may use these hours for sick leave or other time off.

Once your PTO bank is used up, any additional absences are not protected and will count against your attendance record.

Unprotected call-offs may result in **discipline, loss of full-time status/benefits, or termination** if they continue.

1. PTO & ESTA

- FHA provides Paid Time Off (PTO), which includes the hours required under Michigan's Earned Sick Time Act (ESTA).
- PTO may be used for vacation, personal time, or sick leave.
- This means you control how to use your hours, but once they are gone, you do not have additional protected time under ESTA.

2. Calling Off

- **If you call off and have PTO available, those hours will be applied.** (**Vacation time is a benefit provided at the discretion of the employer. Approval is subject to staffing needs, and scheduling is managed by management to ensure coverage and patient care.*)
- If your PTO bank is **exhausted**, the absence will be considered **unprotected** and will count against your attendance

record.

3. Attendance Expectations

- Attendance is critical to patient care and to supporting your coworkers & Doctors.
- Unprotected call-offs may result in:
 - Verbal/written warnings
 - Disciplinary action
 - Loss of full-time status and benefits
 - Termination for repeated violations

4. Notice

- Employees are expected to give notice of absence as soon as possible.
- Failure to provide notice may be treated as an unexcused absence, *even if PTO is available*.

5. Why It Matters

- Frequent or unprotected absences place extra stress on coworkers and reduce the quality of patient care.
- We are committed to being flexible and supportive, but we also need all team members to be reliable.

Additional Clarification | PTO, Vacation, and Sick Leave Policy

1. ESTA / Sick Leave

- In compliance with Michigan's Earned Sick Time Act (ESTA), employees accrue **sick leave hours** that may be used for qualifying personal or family illness, domestic violence, or public health emergencies.
- ESTA hours are **protected by law**; employees cannot be disciplined for using them ***appropriately***.

2. Vacation / PTO

- Vacation time is a **benefit provided at the discretion of the employer**, and is **not a legal entitlement**.
- PTO, which may include vacation and ESTA hours, may be used for personal time, vacation, or illness.
- Approval of vacation/PTO is subject to **staffing needs** and **practice operations**; management may **reschedule or deny requests** if necessary.

3. Use of PTO / Vacation

- Employees are encouraged to submit PTO/vacation requests **in advance**.
- Once PTO hours are **exhausted**, any additional absences are considered **unprotected** and may be subject to disciplinary action under the attendance policy.

4. Attendance Expectations

- Consistent attendance is essential for patient care and for supporting coworkers.
- Unexcused or unprotected absences can result in **progressive discipline**, loss of benefits, or termination if issues continue.

5. Summary

- **Protected:** ESTA leave within PTO
- **Privilege:** Vacation / PTO beyond ESTA
- **Unprotected:** Absences after PTO/ESTA exhaustion

7.13 Personal Leave of Absence

Foot Healthcare Associates, P.C. recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

Eligibility

All regular full-time or part-time employees employed for at least 1 year from the anniversary date are eligible to apply for an unpaid personal leave of absence.

Requesting Leave

Requests for unpaid personal leave must be submitted to your Manager in writing at least 30 days in advance where practical. In emergency situations, a written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Practice.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence.

PTO, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

Benefits While on Leave

Your Practice-provided [health] benefits will be continued at the same level and under the same conditions as prior to the leave, for up to one month as shown in the benefit plan document. You are responsible for payment of your portion of the insurance premium while on personal leave. Payment is due in full before departure for leave. Failure to pay will result in termination of benefits and COBRA benefits will be offered.

If you are on a personal leave of absence that exceeds allowance, or you fail to pay your premium payment in a timely manner, the Practice will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least two weeks in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Practice denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

Return to Work

In advance of your scheduled return date, your Manager will arrange for you to resume your previous position, if available. However, the Practice's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Practice retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned from your employment.

Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Practice. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

7.14 Sick Pay

Foot Healthcare Associates, P.C. allows sick time for all eligible employees. Paid Sick days are rolled into your total PTO allowances. All time off, including sick days, must be used from the employee's PTO allowance. Part-time employees are allowed sick days in proportion to their total hours worked.

Michigan passed the ESTA, effected 02.21.25, requiring small businesses like ours to comply with Earned Sick Time Act rules. FAQs regarding ESTA can be found here: <https://www.michigan.gov/leo/bureaus-agencies/ber/wage-and-hour/paid-medical-leave-act/frequently-asked-questions--faqs>

For the time off (sick days) FHA has always utilized a PTO policy - so that you may have the freedom to use time off for sick, personal, or vacation.

Our PTO policy use falls within the bounds of the new regulations on small businesses like ours. It is your responsibility to save enough time for sick leave if needed. The State poster is posted in our main office location on the staff bulletin board and can also be found at: <https://www.michigan.gov/leo/>

Please notify your Manager as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you cannot notify your Manager in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your Manager.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state-mandated use of sick time. Unused sick days may not be converted to a cash payment. However, any unused PTO may be cashed out before your annual carryover anniversary reset date.

You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

Please refer to the PTO section of this handbook for further information.

7.15 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Foot Healthcare Associates, P.C., no matter how slightly, you are to report the incident immediately to your Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

Foot Healthcare Associates, P.C. is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Practice to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Practice expressly prohibits employees from engaging in the following activities when they are on duty or conducting Practice business or on Practice premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Practice does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Practice Disability Accommodation Policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the Practice may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.2 General Safety

It is the responsibility of all Foot Healthcare Associates, P.C. employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Practice health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Practice also requires that all occupational illnesses or injuries be reported to your Manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.3 Workplace Tobacco Usage

Foot Healthcare Associates, P.C. is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is prohibited in the following:

- Practice offices.
- Practice vehicles.
- Client areas.
- Restrooms.
- Areas where signs are posted prohibiting smoking.
- Other areas defined by the employer.

The Practice also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas.

8.4 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Foot Healthcare Associates, P.C., we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Practice has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Practice property or while performing Practice business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Manager, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to either a member of the Board of Directors or the Practice Administrator.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Foot Healthcare Associates, P.C. employees are required to protect the confidentiality of Practice trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Practice. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Manager.

Violation of this policy may result in disciplinary action up to and including termination and may subject the violator to civil liability.

9.2 Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Foot Healthcare Associates, P.C., is a "work for hire" and is the property of the Practice.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Practice, you are required to obtain a written waiver of this policy, signed by both you and the President of Foot Healthcare Associates.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

Foot Healthcare Associates, P.C. strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Manager immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Manager or a member of

management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Practice as a leader in its field.

10.2 Products and Services Knowledge

As a representative of Foot Healthcare Associates, P.C., you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Practice. We consider our employees to be the best reflection of our business brand and company success.

Michigan Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Foot Healthcare Associates, P.C. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age, height, weight, marital status, race (including traits historically associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion, sex (including pregnancy, childbirth, termination of a pregnancy, or a related medical condition), sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Practice is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Practice will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Practice will take appropriate corrective action, if and where warranted. The Practice prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

Policy Against Workplace Harassment

Foot Healthcare Associates, P.C. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Practice or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the

individual's membership in a protected class.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Joshua Fenn, (248) 762-8347, jfenn@michiganpodiatry.com or any member of the Board of Directors (owners).

The Practice prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Practice determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Practice may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Practice will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Accommodations for Nursing Mothers

Foot Healthcare Associates, P.C. will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Nursing Employees MAY STORE EXPRESSED MILK in company refrigerators or other locations in a sanitary fashion. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock in and out any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt Practice operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

The Practice will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

The Practice is not required to provide the above benefits if doing so would impose an undue hardship on the Practice.

Meal and Rest Periods

Foot Healthcare Associates, P.C. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. The Practice requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Manager or schedule supervisor.

At certain times Foot Healthcare Associates, P.C. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Foot Healthcare Associates, P.C., the standard pay period is biweekly for all employees. Pay dates are every other Thursday. If a pay date falls on a holiday, you will be paid on the preceding workday when possible. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Manager if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

Missed punches must be turned in before the start of the first day of the new pay period to be applied to that pay period's paycheck. Any punches turned in after the payroll is processed will be placed on the following paycheck.

Travel Time Pay

Some nonexempt positions within Foot Healthcare Associates, P.C. require travel. The Practice reimburses mileage for nonexempt employees for travel in accordance with federal and state law.

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home-to-work travel, which is not work time.

Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel mileage should be calculated by rounding up to the nearest mile.

General Policies

Access to Personnel and Medical Records Files

Foot Healthcare Associates, P.C. maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Practice reasonable notice. Inspection must occur in the presence of a Practice representative.

All requests by an outside party for information contained in your personnel file will be directed to the Practice Manager, which is the only department authorized to give out such information.

Social Security Number Privacy

All employees must provide Foot Healthcare Associates, P.C. with their Social Security numbers (SSNs) for the Practice to satisfy payroll, state, and federal tax and insurance coverage requirements. Consistent with Michigan law, the Practice takes reasonable steps to maintain the confidentiality of SSNs.

All documents and records containing SSNs and personal identification information are kept in a secure environment. Only authorized personnel with a legitimate business need may access records and documents (both internal and external) that contain employee SSNs and identification information.

In addition to the Practice's policy protecting against the disclosure of confidential information, employees are prohibited from accessing, viewing, or using other employees' Social Security information maintained by the Practice unless authorized and for lawful purposes.

When necessary, documents containing the SSNs of employees will be properly destroyed through shredding or other means before disposal.

Any employees who unlawfully or without authorization access Social Security data will be disciplined up to and including termination of employment and may be referred to authorities for possible prosecution.

Benefits

Crime Victim Leave

Foot Healthcare Associates, P.C. will provide eligible employees time off from work to respond to a subpoena or request by the prosecuting attorney for the purposes of giving testimony.

Eligibility

To be eligible for time off under this policy, you must be a victim of crime or a victim representative.

A **victim** is an individual who has suffered direct or threatened physical, financial, or emotional harm as a result of the commission of a crime.

A **victim representative** is an individual who is:

- A guardian or custodian of a child of a deceased victim if the child is less than 18 years of age.
- A parent, guardian, or custodian of a victim of assault if the victim is less than 18 years old.
- A person who has been designated to act in place of a victim of assault while the victim is physically or emotionally disabled.

Compensation

Time off granted under this policy will be unpaid; however, exempt employees may be compensated as required by applicable law.

Notice

Upon receiving a subpoena, provide your Manager with reasonable advance notice of the need for leave. If advance notice is not practicable, provide appropriate documentation within a reasonable time after the absence.

Retaliation

The Practice will not retaliate against employees who request or take leave in accordance with this policy.

Employment Protections for Civil Air Patrol Members

If you are a member of the Civil Air Patrol, Foot Healthcare Associates, P.C. will not discriminate against, discipline, or discharge you because of your membership or because you are absent from work due to your response to an emergency declared by the governor, or by the President of the United States.

If you are a member of the Civil Air Patrol, you must notify the Practice of your membership upon hiring or within 30 days of the date you join, whichever is later.

To be entitled to the protections provided by this policy, you must provide the Practice with as much notice as possible of the dates you will be absent from work due to the emergency. You must also provide the Practice with verification from the Civil Air Patrol of the emergency need for your service. Time missed from work while responding to the emergency will be treated as unpaid time off.

Jury Duty Leave

Foot Healthcare Associates, P.C. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty,

notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

The Practice reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Practice will not retaliate against employees who request or take leave in accordance with this policy.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Practice and a safe, productive, and pleasant workplace.

Neal Mozen, DPM, President

Foot Healthcare Associates, P.C.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Foot Healthcare Associates, P.C. Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Practice has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Practice Administrator or President of the Practice. I also understand that any delay or failure by the Practice to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Practice or affect the right of the Practice to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Practice representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Practice representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Foot Healthcare Associates, P.C..

If I have any questions about the content or interpretation of this handbook, I will contact Joshua Fenn.

Signature

Date

Print Name