



Employee  
Handbook

**Apprentice Policies & Procedure**

# Handbook



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# Welcome To Automotive Apprenticeship Group

**Welcome and congratulations on your acceptance into the Automotive Apprenticeship Group (“AAG”) apprenticeship program. You have taken the first steps on your path to a rewarding career. AAG will guide you through the exciting next steps and on to a bright future.**

AAG will provide you with the tools to help you reach your goals and to make your apprenticeship with us as rewarding and successful as possible. This handbook describes general policies, programs, and benefits designed to assist you in performing your apprenticeship and employment duties. This apprentice policies and procedure handbook gives our business some needed structure. It does NOT create an employment contract for any specific amount of time, and you may be terminated “at will”, with or without cause and without prior notice. In addition, you may resign for any reason at any time.

This handbook is designed to tell you what AAG will expect from you and what you can expect from AAG. You will be asked to sign the Apprentice Acknowledgement form after you are satisfied that you are aware of all of our policies. Please read each section carefully. After any major revisions, we will again ask for your signature to be sure of your understanding. We encourage you to contact your manager or mentor if you require clarification or more information on any subject. The Acknowledgement should be returned to your manager or mentor. However, not returning the Acknowledgement form does not mean that you are not subject to the policies, procedures, and agreements contained within this handbook. In fact, your apprenticeship is conditioned upon your agreement to abide by and follow the policies and agreements contained within this handbook.

**Again, welcome!**

# Purpose Of The Handbook

This handbook is for you. It should be used to familiarize yourself with AAG and to help you get the most out of your relationship with AAG. If you have any questions on any portion of this handbook, please discuss them with your manager or mentor.

Importantly, if you chose to participate in the apprenticeship program, or continue to work, you are agreeing to abide by the policies, procedures, and agreements contained within this handbook and other policies and procedures set forth by AAG. In other words, it is a condition of your apprenticeship that you follow and abide by the policies, procedures, and agreements contained within this handbook and that are established by AAG, whether or not you sign and return the acknowledgment form.

This handbook cannot anticipate every situation or answer every question about our policies or your apprenticeship or employment. Moreover, some of the policies contained within this handbook are described in more detail in other policy documents. You should review those documents for specific information as this handbook may only summarize certain policies and benefits. Any separate benefit plan documents are controlling.

Our goal at AAG is to grow and the need may arise to change policies described in the handbook. Therefore, AAG reserves the right to revise, supplement or withdraw any policies or portion of the handbook, other than its employment at-will policy, from time to time, as it deems appropriate, at its sole and absolute discretion.

## **At-Will Employment**

The apprenticeship and any employment connected with it is at-will, meaning that employment may be terminated either by you or AAG at any time without cause and without restriction.

Only an owner of AAG has the authority to alter your at-will employment status. If such an agreement is reached, it must be presented in writing and signed by an owner.

## **Equal Opportunity Employer**

AAG's policy is to provide equal employment opportunity to all apprentices and applicants for employment. No person shall be discriminated against because of race, color, sex, age, national origin, veteran status, citizenship, handicap/disability, sexual orientation, genetic information, or other protected categories prescribed by law.

Under no circumstances will AAG accept or tolerate discriminatory conduct toward any apprentice or employee by any member of management, employee, vendor, or customer of the company. Discriminatory conduct will be grounds for disciplinary action up to and including termination of employment and apprenticeship.

# Workplace Harassment and Discrimination

**AAG strictly prohibits harassment of any sort – verbal, physical, or visual – in the workplace. Any apprentice or employee who engages in unlawful harassment will be subject to immediate discipline, up to and including termination of employment or apprenticeship.**

## **What is Harassment?**

Harassment can take many forms. Sexual harassment includes, but is not limited to, unwelcomed sexual advances, flirtations or propositions, requests for sexual favors, sexually-oriented teasing, jokes, obscene or other inappropriate language, gestures, the display of sexually suggestive pictures or objects, physical contact such as patting, pinching, or brushing against another's body, physical assault, granting or denying promotions or other job changes based on the provision or denial of sexual favors by the employee or apprenticeship, and other forms of verbal, written or physical conduct of a sexual nature, including same sex situations, where such conduct:

- Is made an implicit or explicit condition of employment or your apprenticeship;
- Is used as a basis for employment or apprenticeship decisions;
- Unreasonably interferes with an employee's or apprentice's work performance; or
- Creates a work environment that is intimidating, hostile, or offensive.

Other workplace harassment may include, but is not limited to, conduct, even if innocently made in jest, based on race, color, national origin, religion, ancestry, gender, age, sexual orientation, or disability which:

- Creates a work environment that is intimidating, hostile, or offensive;
- Unreasonably interferes with an employee's or apprentice's work performance; or
- Adversely affects an employee's employment opportunities.

Examples of "other workplace harassment" include, the use of ethnic or racial slurs, nicknames or similar remarks, the display or distribution of materials that may be offensive to certain members of a certain gender, race or religion, and actions, words, pranks and jokes based on any legally protected category.

Harassment of employees or apprentices may also include conduct which occurs off AAG's premises at AAG-sponsored activities or events.

## **Reporting**

If an employee or apprentice believes he or she or any other employee or apprentice has been subjected to sexual or other harassment by anyone during the course of employment, the employee or apprentice must immediately report the complaint to their immediate supervisor, mentor, or an owner. If the complaint involves any of these individuals, employees or apprentices must report the incident to another member of management.

AAG will promptly, thoroughly, and discreetly, investigate the complaint with as much

confidentiality as possible. If appropriate, the employee or apprentice will be notified of the results once the investigation has been completed.

The employee or apprentice will not be reprimanded or otherwise retaliated against in any manner for making a good-faith complaint. Additionally, there will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint. If such action occurs, it should also be reported immediately.

### **Corrective Action**

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be pursued. Violations of this policy will result in disciplinary action, up to and including termination of employment.

### **GINA Non-Discrimination Policy**

AAG complies with Title II of the Genetic Information Nondiscrimination Act of 2008 (“GINA”), which protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers’ acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

AAG will not intentionally solicit genetic information and, if such information is inadvertently disclosed by the employee or the employee’s caregiver, AAG will keep it separate from the employee’s personnel file, treat it as a confidential medical record, and not disclose it except as allowed by law.

### **American With Disabilities Act**

AAG is committed to complying with the American with Disabilities Act (ADA). The ADA prohibits discrimination against qualified individuals with disabilities. Qualified individuals with disabilities are those who can perform the essential functions of the job they hold or desire, with or without reasonable accommodations. AAG will not discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability. Moreover, AAG will provide reasonable accommodations, as defined by the ADA, to a qualified individual with a disability who has made AAG aware of their disability, as long as the reasonable accommodation does not constitute an undue hardship.

Understanding what you can and cannot do under the ADA requires an understanding of several terms in the law, including disability, discrimination, essential functions, and reasonable accommodations. A detailed outline of this law is available upon request.

If you believe you need a reasonable accommodation to perform your job, please discuss it with your manager or mentor.

Questions regarding hiring, reasonable accommodation, or disabilities with regard to the ADA should also be addressed to your manager or mentor.

# Workplace Behavior and Procedures

## Disciplinary Procedures

Proper conduct of employees and apprentices is dictated by custom, experience, and common sense. Proper conduct is necessary for the efficient and effective performance of work and the safety, security and morale of all employees and apprentices. If your conduct is not to the satisfaction of AAG, you may receive disciplinary action, up to and including termination of employment and the apprenticeship.

While AAG may terminate your employment and apprenticeship at-will, AAG may choose to exercise its discretion to utilize forms of discipline that are less severe than termination in certain cases. Examples of such less severe forms of discipline may include counseling, verbal reprimands, written reprimands, or suspension.

## Drug Free Workplace

AAG is committed to maintaining a workplace that is free from the use of illegal drugs or use or abuse of alcohol. It will not tolerate the unlawful use or possession of alcohol and/or controlled substances on its premises or allow persons "under the influence" or appearing to be "under the influence" to work. To assure compliance with this policy, and in addition to any requirements of law or regulations, all applicants may be subject to pre-employment drug testing and all current employees are subject to reasonable suspicion and post-accident urine drug and/or breath alcohol testing as a condition of initial and continuing employment. At a minimum, you may be tested for use of the following drugs: marijuana, cocaine, heroin, amphetamines, opiates, and phencyclidine (PCP).

Further, it is a condition of employment that any employee who has been convicted of any criminal statute relating to drugs, controlled substances or alcohol must report such conviction to their manager within five (5) days of such conviction. "Conviction" means a finding of guilt or imposition of a sentence, or both, by any judicial authority with the responsibility of finding guilt or innocence under the appropriate statute. In addition, the following rules will apply:

- The manufacture, possession, distribution, transfer, sale, use or being under the influence of alcoholic beverages or illegal controlled substances, or both, on the premises, during working hours is expressly prohibited.
- If you are taking a drug prescribed by your attending physician that may impact your ability to perform your job, notify your supervisor immediately and document your authorized use, including a true and correct copy of the prescription, the date of its issuance and the name of your physician.
- Reasonable suspicion drug and/or alcohol testing will be performed in the event of an accident or whenever Management makes observations which give that person reason to believe that your appearance or behavior may indicate the use of drugs or alcohol. Examples of such appearance or behavior include, without limitation, the odor of alcohol, marijuana or other illegal drugs, and speech patterns consistent with such use.
- Drug and/or alcohol testing will be performed only with your consent. Refusal to submit to testing will be considered an admission of

positive drug test results and/or Blood Alcohol Concentration of 0.04 or greater. Failure to provide adequate breath for alcohol testing and/or an adequate urine specimen for drug testing without valid medical explanation, or engaging in any conduct that obstructs the testing process, constitutes “refusal to submit to testing.”

If you suspect that a co-worker or another apprentice is violating this policy, it is your responsibility to report such activity immediately to your supervisor. Such report will remain confidential.

Violation of this policy with respect to illegal drugs may subject you to criminal prosecution. Any violation of this policy will result in disciplinary action, up to and including termination of employment.

### **Attendance And Punctuality**

AAG expects regular and prompt attendance by every employee and apprentice. AAG will not tolerate excessive absenteeism or tardiness. Absence or tardiness puts a strain on efficiency and co-workers. Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination.

You are considered tardy when you are late at the beginning of a shift, when you return late from lunches or breaks or when you leave early from your scheduled shift.

If you are going to be late or absent, you must notify your supervisor before your scheduled reporting time. You must contact your supervisor directly, except, of course, in a true emergency situation in which you are unable to do so.

### **Reporting Ready For Duty**

One of the obligations that every employee and apprentice has is to report to work in a condition fit for performing their job responsibilities. For example, you have the obligation to abstain from the use of alcohol or drugs under circumstances that might affect your ability to do your job. If you do not report for work as scheduled in a condition to perform your duties, you will be subject to corrective action up to and including termination, unless your condition is due to illness or other reasons beyond your control.

**Should you be late or absent for any reason you must notify your AAG manager and your workplace supervisor before the commencement of your shift.**

# Work Hours And Timekeeping

## **Disciplinary Procedures**

Federal and state laws require AAG to keep an accurate record of time worked in order to calculate your pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Accurately recording time worked is a responsibility and requirement of every non-exempt (hourly) employee. You are responsible for personally confirming your own work time.

The following times must be tracked each shift:

- Time in; and
- Time out

Hourly employees will be expected to track their time worked by confirming the hours they work each day. You will be paid for your regular working hours at your standard rate, and time and one half for all hours worked over 40.0 in each week in each pay period.

A typical work schedule will consist of five (5) working days a week, Monday through Friday. You will typically be scheduled to perform 40 hours of work a week, with nine (9) hours worked over four (4) days of the work week and four (4) hours worked on one (1) day of the work week. However, you are not guaranteed any amount of hours per week and, therefore, there may be days and weeks in which no working hours are available to you.

If your work time is not properly recorded for any reason, or if the time recorded is not correct, you must inform a member of management as soon as you learn of the error.

No employee is to sign for another employee's time.

If corrections or modifications are made to the time sheet, both you and your manager must verify the accuracy of the changes.

If you tamper with, alter, or falsify your own time record or that of another employee, you may be subject to corrective action, up to and including termination. An employee found fraudulently completing a time sheet may be immediately terminated.

If at any time your working hours create a temporary hardship, please discuss the problem with your manager or mentor. We care about you and think your work is important. Fortright and honest communications are essential to maintain a positive relationship with high mutual respect.

## **Overtime**

AAG would prefer you not work two (2) days of the week; however, AAG will pre-approve nine (9) hours of overtime per week, to be worked on a sixth day of the work week. Any overtime in excess of nine (9) hours must be approved in advance by management. Notwithstanding, due to the nature of this apprenticeship, there are certain times when you will be required to work overtime. There are also times you will be sent home during a scheduled shift.

Hourly employees are paid overtime at a rate of time and one-half for hours worked in excess of 40 hours in one workweek, in accordance with applicable federal wage and hour laws. Paid hours not actually worked (e.g., Paid Time Off, holidays, or any leave of absence) will not be

counted toward the 40 hours per work week required to receive overtime pay. Violations of this policy may result in disciplinary action, up to and including termination of employment.

### **Break**

Because of the demands of AAG's business, scheduling of breaks and meal periods on any given day may need to be accomplished on a flexible basis. If this occurs, you will be provided with as much advance notice as possible. Regardless, all employees are provided and must take a paid ten (10) minute break during each four (4) hour period worked. Further, each employee will be provided a reasonable lunch/meal period as close to the middle of the employee's scheduled work shift as possible.

### **Pay Deductions**

Deductions from your paycheck fall into two groups: those required by law and those you authorize. Federal income tax, Social Security, and applicable state and local income taxes are deductions required by law. These deductions are based on your salary and the number of dependents you indicated on your Internal Revenue Service Form W-4.

Each year, AAG furnishes you with the appropriate tax documents to be used when filing your tax statements.

AAG is committed to compensating its apprentices in compliance with the Fair Labor Standards Act and applicable state law. AAG wants apprentices to be aware of this policy and that it does not allow deductions that violate the FLSA or state law.

If you believe your pay has been improperly deducted from your salary or that you have

not been paid for all of the time you worked in the pay period, please notify management immediately. Management will promptly investigate the deduction or discrepancy. If made in error, you will receive full reimbursement of the amount in your next paycheck, and AAG will take reasonable steps to ensure that improper deductions are not made in the future.

### **Vacation / Leave**

Leaves for Jury Duty or Military Duty will be granted, with prior notification, at any stage of your employment.

Further, each apprentice will be entitled to five (5) paid days off ("PTO") each twelve (12) month period you are employed by AAG. PTO must be used in each twelve (12) month period and cannot be carried over to a subsequent twelve (12) month period. Unused PTO days will not be paid to you at any time.

You are able to apply for vacation/leave after 90 days.

# Safety At Work

## **Safety**

Prevention is the best approach to safety. Preventing accidents is much easier if all cooperate in looking for and correcting workplace hazards. Report any hazards or damage to equipment to a member of management. Additional information concerning your responsibilities concerning safety may be found in the Safety at Work materials provided with this handbook and other documentation.

## **Workers Compensation**

Workers Compensation coverage is provided for all employees. All accidents, no matter how minor, must be reported to management immediately so that AAG may report them promptly to the Workers Compensation carrier. (Forms and instructions may be obtained from a member of management).

## **Security**

Security is the responsibility of all of us at AAG. Security measures are employed for the safety of employees. However, we rely on your alertness and common sense to prevent breaches of security that might endanger you or AAG's property.

AAG employees and apprentices at all levels must be alert at all times to avoid possible security problems. If basic security measures are taken, most problems of this nature can be avoided.

AAG does not assume responsibility for theft or damage involving employee's automobile or personal belongings.

## **AAG requires you to know these basic security procedures:**

- Treat anything you are working on with care.
- If you suspect that a theft has occurred, report it immediately to your manager.
- If an unauthorized person is seen on AAG's or a Host's property, notify your manager or the authorities immediately.
- Report any unusual or suspicious behavior to your supervisor.

Failure to adhere to AAG's security policies may result in corrective action, up to and including termination.

# Communications

## **General Communications**

AAG recognizes that open communication between employees and management is critical to the success of AAG. You are strongly encouraged to bring your questions/concerns directly to your supervisor and mentor.

## **Computers, Internet, Email, And Other Resources**

AAG encourages apprentices to share information with co-workers and with those outside AAG for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, AAG has established the following guidelines for apprentice participation in social media. Note: As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and SnapChat, among others. These guidelines are not intended to infringe on an employee’s Section 7 rights and any adverse action taken in accordance with this policy will evaluate whether employees were engaged in protected concerted activity.

## **Off-duty use of social media**

Apprentices may maintain personal websites or weblogs on their own time using their own facilities. Apprentices must ensure that social media activity does not interfere with their work or studies. In general, AAG considers social media activities to be personal endeavors, and apprentices may use them to express their thoughts or promote their ideas.

## **On-duty use of social media**

Apprentices may only engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference company clients, customers, or vendors without express permission. The company monitors apprentice use of company computers and the Internet, including apprentice blogging and social networking activity.

Respect. Demonstrate respect for the dignity of the company, its owners, its customers, its vendors, apprentices, and its employees. A social media site is a public place, and apprentices should avoid inappropriate comments. For example, apprentices should not divulge AAG or Host confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, apprentices should not engage in harassing or discriminatory behavior that targets other apprentices, employees, or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

## **Post disclaimers**

If an apprentice identifies himself or herself as an apprentice or a company employee or discusses matters related to the company on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the company and that the apprentice is expressing only his or her personal views. For example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.”

Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the company or the company's business. Apprentices must keep in mind that if they post information on a social media site that is in violation of company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

### **Competition**

Apprentices should not use a social media to criticize the company's competition and should not use it to compete with the company.

### **Confidentiality**

Do not identify or reference company clients, customers, or vendors without express permission. Apprentices may write about their jobs in general but may not disclose any confidential or proprietary information. When in doubt, ask before publishing.

### **New ideas**

Please remember that new ideas related to work or the company's business belong to the company. Do not post them on a social media site without the company's permission.

### **Trademarks and copyrights**

Do not use the company's or others' trademarks on a social media site, or reproduce the company's or others' material without first obtaining permission.

### **Online and Computer Tools**

AAG and Hosts may provide a wide variety of communication tools and resources to apprentices for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, internet, intranet,

e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Apprentices should not have any expectation of privacy in their use of company computer, phone, or other communication tools. All communications made using company-provided equipment or services including email and internet activity, are subject to inspection by AAG or the Host. Apprentices should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on AAG's or a Host's system.

Apprentice use of company-provided communication systems, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the company's systems as well as the reputation and/or competitiveness of the company. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers. It also is against company policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on company computers. Violations of this policy may result in termination for a first offense.

AAG encourages apprentices to use e-mail only to communicate with fellow apprentices, employees, suppliers, customers, or potential customers regarding company business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the company.

All use of company-provided communications systems, including e-mail and internet use, should conform to our company guidelines/policies, including but not limited to the Equal Opportunity and Harassment policies. For example, apprentices should not engage in harassing or discriminatory behavior that targets other apprentices or employees or individuals because of their protected class status or make defamatory comments. Similarly, apprentices should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.

Because e-mail, telephone and voice mail, and internet communication equipment are provided for company business purposes and are critical to the company's success, your communications may be accessed without further notice by the information technology department administrators and company management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum.

The company reserves the right to monitor customer calls to ensure apprentices and employees abide by company quality guidelines and provide appropriate levels of customer service.

Nothing in this policy is designed to interfere with, restrain, or prevent apprentice or employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Apprentices and employees have the right to engage in or refrain from such activities.

# Termination of Employment

Nothing in this handbook is intended to establish contractual or other legal rights between AAG and its employees/apprentices. Employment with AAG is at-will, meaning that employment may be terminated either by AAG or the employee at any time without cause and without restriction. Nothing in this handbook or any other oral or written representation shall be construed to be a contract of employment unless such representation is in writing and signed by an owner.

No contract of employment, either express or implied and no other restriction or limitation on the at-will status of AAG employees shall be valid or binding on AAG unless expressly set forth in a separate written document signed by an owner.

## Important Note

The statements contained in this handbook are presented in a condensed and summarized form. AAG reserves the right to deviate from, supplement, revise, modify or rescind these policies, benefits and rules, other than its employment at-will policy, from time to time as it deems appropriate, with reasonable notice to employees, at its sole and absolute discretion.

This handbook is not intended to establish contractual or other legal rights between AAG and its employees and apprentices. Employment with AAG is at-will, meaning that employment may be terminated either by AAG or the employee at any time without cause and without restriction. Nothing in this handbook is intended or should be construed as altering the employment at-will relationship.

# Apprentice/Employee Acknowledgment

I understand that the Apprentice Policies & Procedure Handbook (“Handbook”) and any training material handed to me describes important information about AAG. I acknowledge that I have received a copy of the Handbook, I have read it, I understand it, and I agree to follow the policies, procedures, and practices contained in it. Additionally, I agree to consult my manager or mentor regarding any questions I have regarding the policies in the Handbook or training material that I do not understand.

Because provisions of the Handbook are subject to change, I further understand that revisions to the Handbook may supersede or eliminate one or more existing policies and that all such changes may be implemented by AAG at any time, with reasonable notice provided to me, except for my at-will employment status.

My employment and apprentice relationship with AAG is voluntarily entered into and is subject to termination by me or AAG at will, with or without cause, at any time.

I further acknowledge and agree that each and every time I begin work that my actions constitute an agreement to abide by all of the policies in this Handbook, or any other policies that have been adopted by AAG. My signature below indicates that I have read, understand, and am in compliance with each policy in the Handbook and acknowledge that compliance with each policy is a condition of my employment with AAG.

**You are required to sign an acknowledgement at orientation .**

**Please note, failure to sign this acknowledgment form does not relieve you of any obligations or agreements contained within this Handbook, and AAG’s decision to engage you is conditioned on your agreement to abide by the policies and procedures contained within this Handbook.**

# Notes

# Notes

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