



Phone: 989.662.7552  
Fax: 989.662.7996  
Website: choosebaytech.com  
Address: 5108 Eastman Ave Suite 4  
Midland, MI 48640  
Office Hours: M-Th: 8am - 5pm  
F: 8am - 2pm  
Sat-Sun: Closed

## **Bay Group Ventures Employee Policies**

### **Employment:**

You are an employee of Bay Group Ventures and are on a temporary assignment until further notified by Bay Group Ventures. You are not an employee of the client(s) in which you have been placed with.

I understand that any client(s) of Bay Group Ventures that I may be placed under is not under any obligation to offer direct hire.

I understand that if the client in which I am originally placed no longer has work for me, Bay Group Ventures may have other work available. Failure to accept other work offered to you is a voluntary quit and could affect future employment and/or unemployment. Bay Group Ventures will use our best discretion to determine if you are fit for another position that may be available.

Employee agrees that he/she shall not, at any time, either during or subsequent to his/her employment use for personal gain, copy, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity, any confidential information about any Bay Group Ventures client. If a client's confidential information is disclosed, a fee of \$1,000 will be assessed to the employee. This includes, but is not limited to, posting that you work for our client on social media or on your resume as you are employed with Bay Group Ventures, not the client.

You have accepted employment with Bay Group Ventures. Should your assignment be ended for any reason, you understand/agree that you will not under any circumstances contact our client, or the company in which you have placed via phone (call or text), email, social media, etc., without prior authorization in writing from Bay Group Ventures. Entering the premises of the client after your assignment ends is prohibited.

Should the client ask you to make an employee referral, you must notify Bay Group Ventures of your referral.

Should any of your contact information change such as address or phone number, you must notify Bay Group Ventures of any change as soon as possible.

Should you fail to update your contact information, such as address and phone number, it will result in a returned W2. Returned W2's will only be available for pickup by the employee with valid identification. Bay Group Ventures will not forward a returned W2.

You may be asked to work overtime - which may include weekends. If mandatory overtime is requested, refusal to work will be considered an unexcused absence and may cause termination of your assignment. If non-mandatory overtime is requested, employees are expected to make every attempt to work the overtime.

ROAD CONSTRUCTION FLAGGERS ONLY: If you are sent a flagging order, you have 1 hour to confirm the job order. Failure to confirm the job within an hour of the order being sent will count as a point against you.

LEAD ROAD CONSTRUCTION FLAGGERS ONLY: Understand that your authority is limited to the following:

- Sign Bay Group Ventures equipment in and out to other seasonal/temporary Bay Group Ventures flaggers.
- Directly communicate between Foreman representing the client on the job and the other Bay Group Ventures flaggers.
- Fill out and coordinate timesheets for all Bay Group Ventures flaggers and obtain a client Foreman signature of approval.
- Enforce the policies issued by Bay Group Ventures to its employees. For example, including, but not limited to sitting in personal vehicles, professionalism or phone usage.
- Lead Flaggers do not take over supervision precedence nor do they have any authority to change the day-to-day operations of the job that is being carried out by the client as that is the sole responsibility of the client and its agents.

Initials: \_\_\_\_\_

### **Employment Verification and Files:**

Bay Group Ventures does not provide letters or any other form of employment verification directly to the employee. Should an employee need an employment verification for DHHS, loans, etc., the requesting party must submit their employment verification request in writing via fax and allow up to 72 business hours for a returned verification. Fax number: 989-662-7996.

Bay Group Ventures is not in any way allowed to speak to anyone except the employee in regard to employment confirmation, work attendance and payroll/paychecks, etc..

An employee of Bay Group Ventures is allowed to request their employee file at any time with a fee of \$2.00 per page. Please allow for a 7 business-day turnaround. Files can only be picked up by the employee with valid identification.

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#### **Earned Sick Time Act:**

Bay Group Ventures adheres to the Earned Sick Time Act. Employees will earn one hour of earned sick time for every 30 hours worked. Full time employees are eligible for up to 72 hours. Part time employees are eligible for up to 40 hours. An employee is considered full time if the employee works 2,080 hours in a year. This is determined by the employee's start date, not a calendar year (January 1st - December 31st) (see example below). This will be tracked in our payroll system, Paychex. Employees are not permitted to use any earned sick time until they have been employed for 120 days. Rollover will be completed if applicable at the end of the employee calendar year, provided the employee was not terminated or did not quit. If an employee is terminated or quits, *all earned sick time is dissolved*. Earned sick time is not payable upon termination or quitting. If the employee quits employment with Bay Group Ventures to accept full time employment with our client, with whom you were placed, earned sick time is not transferable.

Calendar Year Example: Employee started June 1st, 2025. The "calendar year" for this employee will be June 1st, 2025 - May 30th, 2026.

Earned Sick Time may be used in 1-hour increments only and cannot be used to supplement pay for hours you were not originally scheduled to work.

ROAD CONSTRUCTION FLAGGERS ONLY: Seasonal flaggers are considered part-time employees. Earned sick time rollover will be completed if the employee has time left at the end of the season, provided that the employee was not terminated or quit. To be considered a "Returning Flagger," you must have a start date of no later than June 16th of the current season and finish out the season until company layoff. Bay Group Ventures determines when layoff will happen. (Employees may not request lay off.)

Initials: \_\_\_\_\_

#### **Attendance and Time Off:**

You must arrive to work each day on time and ready to work at the start of each shift. This does not mean getting to work at the start time. It means being ready to work at start time.

Call-ins within the first 120 days of employment are prohibited. Call-ins for any reason other than reasons covered under the Earned Sick Time Act within the first 120 days may result in termination.

If you will miss work for any reason (illness, emergencies, etc.), you (you only) must notify your supervisor and Bay Group Ventures as soon as possible. If you are going to arrive late or need to leave early, you must notify Bay Group Ventures as soon as possible. Failure to do so will be considered a *voluntary quit*. Walking off of the job is also a *voluntary quit*. Tardiness is not acceptable.

Should you wish to request an unpaid day off, you must do so at least 2 weeks in advance. If you do not provide at least a 2 weeks notice, time off will be denied. You must have time off approval from the client in which you are placed under, with the exception of Road Construction Flaggers, before communicating the time off request with Bay Group Ventures.

ROAD CONSTRUCTION FLAGGERS ONLY: **Point System:** Should you call in for any reason other than reasons per the Earned Sick Time Act, you receive one point against you. If you are tardy to your scheduled shift, you will receive half of a point against you. You are allotted up to 4 points during the season. Anything beyond that is grounds for *immediate termination*. These types of call ins include, but are not limited to: vehicle issues, no childcare coverage, etc.. Failure or refusal to confirm within an hour of a job order being sent out to you will count against you and may affect future opportunities to be scheduled. As reliability is crucial, refusal to confirm a job due to a distance within 2 hours of your home is unacceptable and will count against you and also may affect your future opportunities of getting scheduled. Pre-approved unpaid days off are not counted against you.

Initials: \_\_\_\_\_

#### **Payroll/Timesheets and Holiday Pay:**

Bay Group Ventures does not cut manual checks as we pay via direct deposit or paycard. If your pay is returned to Bay Group Ventures from lack of legibility or misinformation on the Direct Deposit form and a fee of \$40.00 will be assessed to the employee in addition to a \$10.00 fee for Bay Group Ventures having to print a manual check. This will also result in your paycheck being delayed to you by one week.

FOR FLAGGERS ONLY: Bay Group Ventures pays its employees weekly, therefore timecards MUST reach the Bay Group Ventures payroll office no later than 10:00 a.m. each Monday. They can be delivered in person, placed in the office dropbox, faxed or emailed in PDF format. Failure to report time worked may result in delayed payment of monies due to you by 1 week.

Paystubs can be printed in the office with a fee of \$2.00 (cash only) per paystub and by appointment only. It is recommended that you download the Paychex Flex app or utilize the Paychex Flex website to view/print paystubs.



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If you need to change your payment method or change the account in which your direct deposit will be deposited, you may obtain a new Direct Deposit form from Bay Group Ventures to submit.

Time and one half will be paid after 40 hours per week. Bay Group Ventures does not pay double time on Sunday.

**ROAD CONSTRUCTION FLAGGERS ONLY:** If you have been hired as a Road Construction Flagger, you must complete one full season to return the next season with the potential of a wage increase. Failure to complete the season will be considered a *voluntary quit*. If you are rehired for the following flagging season, you will be rehired at the new flagger starting wage and you will be ineligible for returning flagger wage adjustments.

One full season refers to a start date of no later than June 16th of the current flagging season and working until company layoff.

Example: Jimmy starts working May 15th of the current season and works until Bay Group Ventures announces layoff for the season. In this case, Jimmy is eligible for a returning flagger wage if he returns at the beginning of the season the following year.

Example: John starts working for the flagging season June 17th and works until Bay Group Ventures announces layoff for the season. In this case, John is not eligible for a returning flagger wage the following year.

Example: Bob starts working May 15th of the current season and quits before Bay Group Ventures announces company layoff. In this case, Bob is not eligible for a returning flagger wage even if he returns at the beginning of the season the following year.

In order to be eligible for holiday pay, you must first be employed with Bay Group Ventures for at least 120 days. In addition, you must work all of your regularly scheduled shifts in full in the given pay period leading up to the holiday in addition to the first scheduled shift after the holiday in full. Should the holiday fall at the beginning of a new pay period, you must work all of their regularly scheduled shifts in the pay period prior to the holiday in full in addition to the first scheduled shift after the holiday in full. If holiday pay was paid to you when you were not eligible, the amount paid will be deducted from any paycheck due to you. If there is no paycheck due to you, you must repay Bay Group Ventures the ineligible amount back within 7 days of the last day worked. Failure to reimburse Bay Group Ventures will result in the amount being turned over to collections at CBM Services with a 25% collection fee in addition to the original amount owed.

Part-time/seasonal positions such as, but limited to, Road Construction Flagging and Landscaping are ineligible for holiday pay.

Part-time positions are ineligible for holiday pay.

Initials: \_\_\_\_\_

#### **Professionalism:**

You are required to remain professional at all times while at work or on any premise of Bay Group Ventures or any Bay Group Ventures client. You must follow all safety guidelines, dress code and must keep any and all conversations work appropriate. Failure to do so may result in termination. You must keep your hands to yourself.

Sexual harassment of any kind will not be tolerated. This includes, but is not limited to, inappropriate conversations, comments or remarks, messages inside or outside of work, unwanted physical touch or coercion. Failure to abide by this policy will be followed by immediate termination.

Discrimination of any kind will not be tolerated. Derogatory comments and remarks used in ways that may be viewed as discrimination will be followed by immediate termination.

Damage, including theft, of any Bay Group Ventures client or Bay Group Ventures property is strictly prohibited. If the employee fails to perform his/her obligations under these policies or otherwise breaches one or more terms of these policies, the employee agrees to reimburse Bay Group Ventures for all costs and expenses (including, but not limited to, actual attorney fees) it incurs to enforce the terms of these policies.

Inappropriate use of language while on any assignment for Bay Group Ventures is prohibited. **ROAD CONSTRUCTION FLAGGERS ONLY:** You are prohibited from using inappropriate language over any communication equipment that is property of Bay Group Ventures or any of its clients.

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#### **Dress Code/Personal Hygiene:**



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Due to the nature of the work you may perform, you must wear acceptable and appropriate clothing. All positions require being well groomed with proper hygiene.

For clerical positions, professional attire will be expected unless otherwise requested.

Labor work attire must be clean. Some positions may require safety shoes, glasses, hard hats or other safety equipment, which is the responsibility of the employee.

If applicable, you will be given a New Hire Sheet for the company in which you will be placed. This provides all of the information on the client dress requirements and policies (if provided by the client) you will be expected to follow at the discretion of your on-site supervisor.

Initials: \_\_\_\_\_

**Substance Use:**

Usage of alcohol and/or controlled substances prior to work, or while working, is strictly prohibited. Bay Group Ventures is a drug and alcohol-free workplace and you may not make, possess, use, hand-out, buy, sell or be under any influence of illegal drugs including marijuana, controlled substances or alcohol while on any assignment. Any violation will result in termination of employment.

Bay Group Ventures, at its election, may perform random drug screening and/or alcohol testing at any time as a requirement to begin or retain any assignment. Refusal of a drug and/or alcohol test for any reason is considered a positive drug and/or alcohol test and employment will be terminated if refused.

Initials: \_\_\_\_\_

**Workplace Safety:**

Safety and security are a priority for employees of Bay Group Ventures. We strive to provide safe and healthy working environments and you must be committed to working safely. Use appropriate equipment and tools and avoid dangerous or hazardous situations and materials in the performance of your duties. Any safety violation may be grounds for termination.

Bay Group Ventures prohibits the possession or use of a weapon of any kind on your person while on any assignment. This includes any type of gun, regardless of CPL status. Failure to adhere to this policy will result in termination of employment.

It is the employee's responsibility to abide by all safety policies and procedures by both Bay Group Ventures and the client in which you are placed under. Should you neglect any safety policy put into place, it may result in immediate termination.

It is the employee's responsibility to know the safety practices for each assignment, task and general work area. This includes but is not limited to safe work practices and personal protective equipment (PPE).

All unsafe working conditions must be reported to a site supervisor and to Bay Group Ventures immediately.

Any work related sicknesses, injuries and accidents must be reported to a site supervisor and Bay Group Ventures immediately. If appropriate, please seek medical attention. All accidents must be reported even if medical attention is not required. When an injury is not reported promptly, there will be no guarantee that the employee will receive the best care and expedient benefits.

You must notify Bay Group Ventures of any changes in job duties that differ from the ones originally sent to perform at any locations covered by the client.

Earbuds, headphones or anything else that may obstruct your ability to hear to your full ability are prohibited while on any assignment.

All Bay Group Ventures employees must strictly adhere to safety guidelines including, but not limited to: all safety equipment, advice, suggestions issued or given by any of Bay Group Ventures client or Bay Group Ventures, employees, shift supervisors and administrators in conjunction with Bay Group Ventures employees.

In case of an emergency, list at least one person you would like us to contact on the following page.

**Emergency Contact #1:**



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Name: \_\_\_\_\_

Relationship to you: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Emergency Contact #2:**

Name: \_\_\_\_\_

Relationship to you: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Initials: \_\_\_\_\_

**Personal Cell Phones and Belongings:**

It is your responsibility to provide Bay Group Ventures with working phone numbers at which we can reach you. Failure to do so will cause your employer to consider you to have *voluntarily quit employment*.

Personal cell phones are not allowed during working hours. Personal cell phones may be brought out during unpaid lunches and/or breaks. Violation of this policy will be considered a *voluntary quit*.

ROAD CONSTRUCTION FLAGGERS ONLY: If you are hired for Road Construction Flagging, your exception is to respond to flagging order texts sent out by Bay Group Ventures.

Any personal belongings should not be left on or in any property of the client or Bay Group Ventures.

Initials: \_\_\_\_\_

**Social Media:**

The posting of any negative reviews on any internet site such as Google, Facebook, X (Twitter), Instagram, etc. will not be tolerated. You further agree you will not post on any site after employment has ended. Failure to adhere to this policy will result in termination and possible lawsuit against you in the amount of \$5,000 for any negative or bad postings on any internet site. If employee/candidate fails to perform his/her obligations under these policies or otherwise breaches one or more terms of these policies, employee/candidate agrees to reimburse Bay Group Ventures for all costs and expenses (including, but not limited to, actual attorney fees) it incurs to enforce the terms of these policies.

Initials: \_\_\_\_\_

**Actions Leading to Immediate Termination:**

Including, but not limited to:

- Falsification or misrepresentation of information on your resume, any employment record, application for employment, time document or company reports or statements.
- Drinking alcohol, use of any drugs or illegal substance or prescription not prescribed to you.
- Refusal of a drug screen for any reason.
- Physical altercations/abuse on Bay Group Ventures or any client premises.
- Weapons of any kind.
- Theft of Bay Group Ventures, client or employee property.
- Sabotaging or deliberately interfering with company projects, products and/or operations.
- Sharing any confidential Bay Group Ventures or client information with any outside party including, but not limited to posting on social media.
- Releasing the name and/or location of a Bay Group Ventures client.
- Violations of any safety rules that put yourself or others in danger.



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- Failure to notify Bay Group Ventures or client of any time that will be missed from work - tardis, early departures, call-ins and time off requests.
- Repeated tardiness/absenteeism.
- Failure to follow management directives or insubordinate behavior.
- Failure to represent Bay Group Ventures in a professional manner or rude behavior to Bay Group Ventures staff or client staff.
- Harassment or discrimination of any kind - including, but not limited to, physical, sexual, racial or emotional.
- Careless, reckless or negligent handling of Bay Group Ventures or client property.
- Repeated failure to perform duties to your level of ability.
- Failure to complete New Hire Paperwork and provide valid and current forms of ID per I-9 requirements within 3 days of being hired.
- ROAD CONSTRUCTION FLAGGERS ONLY:
  - Unprofessional and rude behavior towards coworkers, asphalt companies and motorists.
  - Continuous banter/inappropriate conversation on company equipment - i.e. radios.
  - Not wearing required safety equipment, including but not limited to steel/composite toe boots, hard hats, high visibility safety vests or safety glasses.
  - Not returning equipment signed out to you by a Lead Flagger of Bay Group Ventures or a member of the asphalt company in which you are working. (You are also financially responsible for any equipment that is signed out to you that is lost, stolen, damaged, etc.)
  - Failure to stand in plain visible sight.
  - Cell phone usage that is not clearly defined in the above Cell Phone policy section.

Initials: \_\_\_\_\_

**Acknowledgement:**

I have read and understand all of the above guidelines/policies for my employment at Bay Group Ventures. Failure to obey these guidelines may result in my removal from any assignment and termination of my employment.

- ☐ Check this box if you have been hired as a Road Construction Flagger
- ☐ Check this box if you have been hired as a Lead Road Construction Flagger

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_