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| <COMPANY NAME>EMPLOYEE HANDBOOK |

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| EMPLOYEE HANDBOOK SIGN OFF SHEET |

The employee handbook does not represent a contract.

In consideration of my employment, I agree to conform to the rules and regulations set forth in this handbook, and that my employment and compensation can be terminated with or without cause, and with or without notice, at any time, at the option of either <COMPANY NAME> or myself. I understand that no representative of <COMPANY NAME>, other than its President, has any authority to enter into an agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing.

By signing this form, I hereby acknowledge that I have received a copy of <COMPANY NAME>’s handbook and agree to comply as stated above. If terminated or if I resign my employment with <COMPANY NAME>, I will return the handbook to my supervisor before my last day of employment.

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

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

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

Rev. 3/00

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**MISSION STATEMENT OF <COMPANY NAME>**

**PURPOSES AND OBJECTIVES OF <COMPANY NAME>**

**ABSENTEEISM**

Punctuality and good attendance are very important at <COMPANY NAME>. You are part of a team. Your absence creates a hardship on the rest of the team. If you are unable to report to work, please contact your supervisor.

**BENEFITS**

<COMPANY NAME> provides the following benefits to all full-time employees:

Health and Dental Insurance

<COMPANY NAME> will pay <\*\*>% of the premium for health and <\*\*>% of the premium for dental insurance. Eligibility starts the first of the month after 30 days of employment.

Short- and Long-Term Disability and Life Insurance

<COMPANY NAME> pays the <\*\*> premium for short- and long-term disability and life insurance benefits for all employees. Eligibility starts the first of the month after 30 days of employment.

401(k) Retirement Savings Plan

Each February 1 and August 1, employees who have completed at least six consecutive months of service are eligible to enter <COMPANY NAME>’s 401(k) Retirement Savings Plan.

As each of these benefit plans are subject to change from year to year, please refer to the related plan documents for further details.

**COMMUNICATIONS EQUIPMENT**

The electronic and non-electronic communications systems provided by <COMPANY NAME> for the use of its employees are to be used for business related purposes only. Personal use is permitted on an infrequent and incidental basis; however, such personal messages or transactions will be treated no differently from other messages or transactions, which may be accessed monitored, utilized, disclosed, and disposed of by <COMPANY NAME>.

**CONFIDENTIALITY**

<COMPANY NAME> will protect the confidentiality of personnel records, performance evaluations, medical records, and other information relating to employees. Additionally, <COMPANY NAME> will protect information required for business or legal purposes in its records and files. Likewise, it is expected that you will keep confidential any information to which you have access. Examples of such confidential information include sales, financial information, marketing plans, future promotions, wages of other employees, personnel files, personnel evaluations, medical records, etc.

**CORRECTIVE ACTION**

Corrective action may be initiated when <COMPANY NAME> management believes that an employee’s performance problem(s) can and will be resolved through certain measures. Corrective action is completely at the discretion of <COMPANY NAME> management. <COMPANY NAME> desires to protect its investment of time and expense devoted to employee orientation and training whenever that goal is in the <COMPANY NAME>’s best interests. <COMPANY NAME> expressly reserves the right to discharge “at will”. Even if corrective action is implemented, it may be terminated at the discretion of management. Management, in its sole discretion, may warn, reassign, suspend, or discharge any employee “at will”, whichever it chooses and at any time for any reason or no reason.

It is essential that all disciplinary action be adequately and appropriately supported by written documentation to protect both the rights of <COMPANY NAME> and the rights of the employee.

Management will determine the course of action best suited to the circumstances. The steps in corrective action and performance improvement are as follows, although management may skip one or more of these steps under appropriate circumstances:

1.Corrective Meeting: As the first step in correcting unacceptable performance or behavior, management will review pertinent job requirements with the employee to ensure his or her understanding of them. Management will consider the severity of the problem, the employee’s previous performance appraisals and all of the circumstances surrounding the particular case.

If the problem continues, in the second step management will define the problem in more specific terms and work with the employee to identify the requirements for performance improvement or change of conduct that will serve as a solution to the problem. The seriousness of the performance or misconduct should be indicated by stating that a written warning, probation, or possible termination could result if the problem is not resolved. The employee should be asked to review what has been discussed to ensure his or her understanding of the seriousness of the problem and the corrective action necessary. Immediately after the second step, management will document the meeting for future reference.

2. Written Warning: If the unacceptable performance or behavior continues, the next step will be a written warning. Also, circumstances such as violation of a widely known policy or safety requirement will justify a written warning without first using corrective meeting. The written warning defines the problem and how it may be corrected. The seriousness of the problem is again emphasized, and the written warning shall indicate that probation or termination or both, may result if improvement is not observed. Written counseling becomes part of the employee’s personnel file.

3. Probation: If the problem has not been resolved through written counseling, and/or the circumstances warrant it, the individual will be placed on probation. Probation is a serious action in which the employee is advised that termination will occur if improvement in performance or conduct is not achieved within the probationary period.

Management, after review of the employee’s corrective counseling documentation, will determine the length of probation. A written probationary notice to the employee is prepared by management. The letter should include a statement of the following:

A. The specific unsatisfactory situation;

B. A review of oral and written warnings;

C. The length of probation;

D. The specific behavior modification or acceptable level or performance;

E. Suggestions for improvement;

F. A scheduled meeting and/or meetings during the probationary period; and

G. A statement that further action, including termination, may result if defined improvement or behavior modification does not result during probation. Further action may include, but is not limited to, reassignment, reduction in pay grade, demotion, or termination.

Management will meet with the employee to discuss the probationary letter and answer any questions. The employee should acknowledge receipt by signing the letter. If the employee should refuse to sign, management will sign attesting that it was delivered to the employee and identifying the date of delivery. The probationary letter becomes part of the employee’s personnel file. On the defined probation counseling date or dates, the employee and management will meet to review the employee’s progress in correcting the problem, which led to the probation. Brief written summaries of these meetings should be prepared with copies provided to the employee.

At the completion of the probationary period, management will determine whether the employee has achieved the required level of performance and whether to consider removing the employee from probation, extending the period of probation, or taking further action. The employee is to be advised in writing of the decision. Should probation be completed successfully, the employee should be commended, though cautioned that any future recurrence may result in further disciplinary action.

4. Suspension: A two or three day suspension may be justified when circumstances reasonably require an investigation of a serious incident in which the employee was allegedly involved. A suspension may also be warranted when employee safety, welfare, or morale may be adversely affected if a suspension is not imposed. In addition, and with prior approval of management, suspension without pay for up to three consecutive working days may be imposed for such proven misconduct as intentional violation of safety rules, fighting, or consumption of alcohol while on duty. These examples do not limit management’s use of suspension with or without pay in other appropriate circumstances, such as the need to investigate a serious incident.

5. Involuntary Termination: The involuntary termination notice is prepared by management. The employee is notified of the termination by management and will be debriefed and complete termination documentation.

**DRESS**

It is important that you maintain a neat, well-groomed, and pleasing personal appearance at all times. It is suggested that you use discretion and wear proper business attire.

**DRUG AND ALCOHOL USE**

No employee may be under the influence of any illegal drug or alcohol, nor may they possess, consume, distribute, transfer, purchase or sell alcohol or illegal drugs while on duty (includes lunch hour). However, we do understand that many of our employees attend <COMPANY NAME> social events or business related activities (after regular business hours) where alcohol is served. Consumption of alcohol is permitted at these events only to the extent it does not lead to impaired performance, inappropriate behavior, endangering the safety of self or others, or the violation of any law.

Employees also shall not be alcohol- or drug - impaired while operating a vehicle or equipment owned or leased by <COMPANY NAME>. Any such activity will lead to disciplinary action, up to and including suspension and discharge.

Employees with related problems may be eligible for unpaid time off to participate in a rehabilitation program. Contact the personnel administrator for more information.

**EMPLOYMENT-AT-WILL**

<COMPANY NAME> is an “at-will” employer. Either the employee or <COMPANY NAME> is free to conclude the employment relationship at any time, with or without notice or cause, and the employee’s employment is for no specified period of time.

**EMPLOYMENT CLASSIFICATIONS**

Exempt employees – employees who because of the nature of their job responsibilities are exempt from overtime pay under the Fair Labor Standards Act. These employees are paid a regular salary that is not conditional upon the number of hours they work per week and do not incur overtime pay for work performed beyond forty (40) hours in any one work week. Executive, professional, outside sales representatives and employees in certain administrative positions are typically exempt.

Non-exempt employees – employees in positions which do not meet the exemption guidelines under the Fair Labor Standards Act and are, therefore, required to be paid overtime for all hours worked beyond forty (40) hours in one workweek in accordance with federal wage and hour laws. The work week is defined as Sunday through Saturday.

It will be to the benefit of both the employee and <COMPANY NAME> to understand each employee’s status as either exempt or non-exempt at all times. It is management’s intention to communicate such status to the employee upon initial employment and each time there is a status change with the employee. If, at any time, an employee is uncertain as to his/her status as either an exempt or non-exempt employee, he/she is encouraged to discuss such status with his/her supervisor or the President.

Positions within <COMPANY NAME> are generally designed to require full-time employees. In certain functions and during some seasons, work schedules and <COMPANY NAME> needs may require the services of other than full-time employees. There are three classifications of employees:

1. Full-time - An employee hired for an indefinite period in a position for which the normal work schedule is at least 30 hours per week.

2. Part-time - An employee hired for an indefinite period in a position for which the normal work schedule is less than 30 hours per week.

3. Temporary - An employee hired for a position for which the scheduled work week can range from 0 to 40 hours, but the position is required for only a specific, known duration, typically less than six months.

**EQUAL EMPLOYMENT OPPORTUNITY**

It is <COMPANY NAME>’s policy to employ, retain, promote, terminate, and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual’s sex, race, religion, national origin, pregnancy, age, marital status, or disability.

It shall be the responsibility of all employees to abide by and carry out the letter, spirit, and intent of the <COMPANY NAME>’s equal employment commitment.

It is prohibited for any employee of <COMPANY NAME> to refuse to hire, train, promote, or provide equitable employment conditions to any employee or applicant, or to discipline or dismiss an employee solely on the basis of such person’s race, national origin, age, sex, marital status, religious beliefs, or disabilities; except where the doctrine of business necessity or lack of bona-fide occupational qualifications can be reasonably established.

**ETHICS**

1. <COMPANY NAME> has a strict policy regarding the ethical practices and behavior of all employees. Any situations that may from time to time arise that are not specifically covered in this policy should be reported immediately to the President for clarification and direction.

2. It is against <COMPANY NAME> policy to accept any and all gifts, donations, monetary remuneration, or privilege from any vendor, or providers of services to <COMPANY NAME> without approval of the President.

3. Inquiries, solicitations, and requests of questionable nature should be immediately brought to the attention of the President.

**FIRST AID**

All on-the-job injuries must be reported. If you have any injury, regardless of the severity, notify your supervisor.

**HARASSMENT POLICY**

<COMPANY NAME> prohibits acts of sexual or other harassment of any employees whether it is by a co-worker, manager, customer, or vendor. Sexual advances, requests for sexual favors, sexual or racial jokes, slurs involving age, race, ethnic background, disability, appearance, and other harassing language or conduct have no place in our business. In addition, physical conduct of a sexual nature will not be tolerated. It is expected that employees will treat each other with respect. Sexual or other harassment by any employee is grounds for immediate termination.

Any employee who is subjected to such conduct, or observes it, is to contact the personnel administrator or any part of the management staff. <COMPANY NAME> will investigate the matter and take appropriate action.

Information provided by the individual employee will be treated as confidential and will only be provided to those who have the need for the information or if it is required in the course of investigating the complaint.

**HOLIDAYS**

The following days shall be observed as paid holidays:

New Years Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve Day

Christmas Day

1/2 Day on New Years Eve

Should any of the above named holidays occur on a Saturday, the preceding Friday shall be observed as the holiday; if any of the above named holidays should occur on a Sunday, the following Monday shall be observed as the holiday.

**JURY DUTY**

Employees called for jury duty will be excused from work without losing the equivalent of base pay for a maximum of 30 working days during their regular working hours.

Each employee must, however, present the summons for jury duty to his or her supervisor prior to the beginning of such duty. Upon completion of jury duty, the employee must turn in a signed statement from the court clerk indicating the amount of fees received for jury duty. <COMPANY NAME> will pay the difference between those fees and the employee’s base pay for that period of time.

**LEAVE OF ABSENCE**

All unpaid absences will require that the employee request a leave of absence from his or her supervisor.

Maternity Leave - The employee has the option of utilizing any available vacation or sick time up to the date in which the doctor allows you to return to work.

Military Leave - Leave without pay will be granted in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994.

Personal Leave - In the event of a personal emergency, a leave may be granted provided such leave does not unduly interfere with efficient operation of the <COMPANY NAME>.

Bereavement Leave - <COMPANY NAME> will provide time off for employees to attend the funerals of family members and friends. If the conditions warrant and management agrees, paid leave may be granted, but the amount of paid leave time will not exceed three days at regular wages. Such leave is in addition to all other paid leave time. Typically, paid leave is reserved for the death of immediate family members.

**PAY PERIODS**

Employees are paid semi-monthly, on the 15th and last day of the month. Overtime earned during one pay period will be included in the pay of the following period. When the payday falls on a weekend or holiday, pay will be deposited on the last working day prior to payday.

**PAY RAISES**

Pay scale changes are considered once a year, after the annual employee appraisal, to be effective the first of the following budget period. Changes will be based on (1) the individual’s performance, (2) the supervisor’s evaluation and recommendations and (3) general business standards and cost of living. In the order listed, the first items will carry the greatest weight, with the last having the least bearing.

**PAYROLL DEDUCTIONS**

The following mandatory deduction will be made from every employee’s gross wages: federal income tax, social security tax (FICA), and applicable state tax.

Every employee must fill out and sign a federal withholding allowance certificate (IRS Form W-4) on or before his or her first day on the job. This form must be completed in accordance with federal regulations. The employee may fill out a new W-4 at anytime when his or her circumstances change. Employees who paid no federal income tax for the preceding year and who expect to pay no income tax for the current year may fill out an Exemption From Withholding Certificate (IRS Form W-4E). Employees are expected to comply with the instructions on the W-4. Questions regarding the propriety of claimed deductions may be referred to the IRS in certain circumstances.

Every employee will receive an annual Wage and Tax Statement (IRS Form W-2) for the preceding year. Any employee who believes that his or her deductions are incorrect for any pay period, or on the W-2, should check with management immediately.

**PERSONNEL RECORDS**

Any change in marital status, address, phone number, or the number of family dependents should be brought to the attention of the personnel administrator so records for income tax, social security, insurance, etc. can be updated. It also enables <COMPANY NAME> to contact an employee’s family in case of an emergency.

**POLITICAL/LOBBYING ACTIVITY**

In recognition of its responsibilities as a business citizen, <COMPANY NAME> encourages its employees to accept the personal responsibility of good citizenship, including participation in civic and political activities in accordance with their interests and abilities.

<COMPANY NAME> accepts without reservation the basic democratic principle that all employees are free to make their own individual decisions in civic and political matters. Therefore, no employee’s status with <COMPANY NAME> will be affected, in any way, whatsoever, because of participation or non-participation in lawful civic and political activities.

Participation in civic and political activities is considered to be a personal matter and, as such, is generally to be carried on outside of normal working hours. NO political activities or solicitations will be carried on within <COMPANY NAME> premises.

**SICK LEAVE**

Sick leave for bona-fide sickness or injury is granted for the periods shown below, provided the office is notified of the sickness and absence. If notification is made other than on the first day of sickness, leave will begin on the day the office is notified, unless it was clearly impossible to have notified the office earlier. In some cases a doctor’s excuse will be requested.

0 to 6 months none

6 months to 1 year 5 days plus 1 personal day

After 1 year 9 days per year plus 2 personal days per year

Sick leave may be accumulated from one year to the next for a maximum of 90 days of fully paid leave. No compensation will be given for sick leave not used either during employment or upon termination.

Personal days need to be scheduled at a time not to interfere with the vacation plans of other employees.

**TERMINATION PROCESSING PROCEDURES**

On the final day of employment, management must receive all keys and <COMPANY NAME> property from the employee. Management may conduct, at its discretion, an exit interview with the exiting employee. The final paycheck shall include all earned pay and any expenses due the employee.

**TERMINATIONS**

Terminations are to be treated in a confidential, professional manner by all concerned. Management must assure thorough, consistent, and evenhanded termination procedures. This policy and its administration will be implemented in accordance with the <COMPANY NAME>’s equal opportunity statement. Employment with <COMPANY NAME> is normally terminated through one of the following actions:

1. Resignation - voluntary termination by the employee;
2. Dismissal - involuntary termination for substandard performance or misconduct;
3. Layoff - termination due to reduction of the work force or elimination of a position.

Resignation

An employee desiring to terminate employment, regardless of employee classification, is expected to give as much advance notice as possible. Two weeks or 10 working days is generally considered to be sufficient notice time. However, in some circumstances, the manager may require the employee to leave <COMPANY NAME> immediately rather than work during the notice period. This is not to be construed as a reflection upon the employee’s integrity but an action in the best interests of business practice. When immediate voluntary termination occurs for the above reasons, the employee will receive pay “in lieu of notice,” the maximum being two weeks of pay based upon the employee’s average weekly number of hours at the applicable hourly rate.

Dismissal

The employee retains the right to terminate the employment relationship at any time, with or without cause or notice and the employer retains the same right. Continued employment with <COMPANY NAME> is at the sole and exclusive option of <COMPANY NAME> management. Permanent employment or employment for a specific term cannot be guaranteed or promised.

No promises or guarantees of permanent or specific term employment will be made to an employee of <COMPANY NAME> by anyone, nor will such promises or guarantees, if made, ever be adhered to by <COMPANY NAME> or enforced by the employee.

An employee may be dismissed at any time, for any reason, at the sole and absolute discretion of <COMPANY NAME> management. In the case of dismissal, <COMPANY NAME> may, in its sole discretion, give some notice of its intent to dismiss an employee, but <COMPANY NAME> is not required to give any such notice. Unused sick or personal time will be forfeited.

Layoff

When a reduction in force is necessary or if one or more positions are eliminated, employees will be identified for layoff after evaluating the following factors:

1. <COMPANY NAME> work requirements;
2. Employee’s abilities, experience, and skill;
3. Employee’s potential for reassignment within the organization;

Management will personally notify employee(s) of a layoff and will follow one of the following procedures:

The employee will receive at least two weeks advance notice to termination date.

The employee will be terminated immediately and will receive one week of pay for each year of employment with <COMPANY NAME>, in lieu of notice, up to a maximum of four weeks. The payment will be based on the employee’s average number of hours per workweek.

**TRAVEL AND EXPENSE REIMBURSEMENT**

This policy establishes the general guidelines and procedures to be followed when business travel is required.

Travel related expenses are to be detailed on the <COMPANY NAME> travel reimbursement form.

Employees who prefer to use their personal vehicles for their convenience on <COMPANY NAME> business, including trips to the airport, will be reimbursed at the standard <COMPANY NAME> mileage rate, provided that the time and distance involved is reasonable under the circumstances.

All parking expenses and highway tolls incurred as a result of business travel will be reimbursed.

All air travel must be approved in advance by the employee’s manager unless unavoidable. All travel will be by coach class.

Employees should request advance approval for use of a rental car at their destination. A copy of the rental car agreement form must accompany the travel reimbursement form.

Employees should select moderately priced lodging convenient to their destination to minimize time and expense. A detailed receipt from the hotel or motel must accompany the reimbursement form unless such is unavailable, in which case a credit card receipt is acceptable.

Employees must submit receipts for meals with the reimbursement form. Reasonable tips, when paid by the employee and noted on the receipt, will be reimbursed.

Travel reimbursement requests are due no later than 30 days after the trip.

Travel and expenses will be reimbursed on a semi-monthly basis.

Employees shall use good judgment in providing meals and entertainment for those outside <COMPANY NAME>. Appropriate expenses would include: <\*insert your company’s appropriate expenses>

### Tuition Assistance Program

<COMPANY NAME> recognizes that its most important assets are its employees. Therefore, continued education and training provide better performance and knowledge for future growth within <COMPANY NAME>.

<COMPANY NAME>’s tuition assistance program is designed to encourage you to increase your skills and knowledge for better performance. You may be eligible for tuition assistance if:

You are a benefits eligible employee (i.e., 30 hours or more per week),

You have a minimum of one year of service at the time your class starts,

You are currently performing at satisfactory level,

You are not on corrective action, and

You enroll in course(s) the <COMPANY NAME> considers pertinent to your current work or consistent with your potential career path within <COMPANY NAME>.

If approved, tuition reimbursement will occur as follows:

Tuition reimbursement for courses taken at the undergraduate level will be <\*\*>% of the cost of the class up to a $<\*\*> per year maximum.

Tuition reimbursement for post-graduate courses will be reimbursed at <\*\*>% of the cost of the class up to a $<\*\*> per year maximum. You must earn a minimum grade of B minus (B-) to qualify for reimbursement. If you terminate your employment with the company and received tuition reimbursement assistance, you will be required to reimburse the company in full for tuition received in the last twelve (12) months prior to your departure. You must sign a Payback Agreement prior to being approved for assistance.

Limitations

The availability of tuition assistance is limited. Furthermore, academic commitments cannot interfere with job performance. The <COMPANY NAME> may limit participation when selecting the hours the class is to be taken if it determines that the course may interfere with job performance. Lastly, this policy covers tuition cost only, and does not include related fees such as books, supplies, lab or miscellaneous fees, etc.

Prerequisite

Prior to enrolling in any coursework for which you wish to be reimbursed, you should meet with your supervisor to discuss your plans and make formal application for assistance. All applications for reimbursement should be sent in writing to your supervisor and approved prior to the start of the class(es) for which you are applying for reimbursement.

**VACATIONS**

Vacation time will be accrued from the employee’s hire date as follows:

1 Year of Employment 1 Week

2 Years of Employment 2 Weeks

3 Years to 7 Years of Employment 3 Weeks

7 Years to -- 4 Weeks

It should be noted that the above vacation is granted on the employee’s service anniversary date according to the above schedule based on the employee’s continuous employment. Any break in service will necessitate review.

Vacations cannot be taken in less than half-day increments. Vacations of more than (10) working days will require special approval. Those employees who do not use all of their vacation time within the current anniversary year may carry over as many as 5 days into the next year. If more than five days remain at the end of the anniversary year, those days will be forfeited by the employee.

Proper procedure must be followed when requesting vacation time. All requests for vacation time are to be submitted to your supervisor who will determine scheduling and approval of the request.

**WORKING HOURS**

The normal working hours for the administrative office are 7:30 a.m. to 4:30 p.m.

All remote office personnel must have a defined work day that is either consistent with the administrative office or has been approved by the President. Remote office personnel must maintain an atmosphere of professionalism and accountability at all times. It is the responsibility of remote office personnel to promptly notify the administrative office of any absenteeism.