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| **<COMPANY NAME>****EMPLOYEE HANDBOOK** |

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| EMPLOYEE ACKNOWLEDGEMENT FORM |

I, the undersigned employee, hereby acknowledge that I have received a copy of the <COMPANY NAME> employee handbook. I understand that it is my responsibility to read the handbook and to comply with the policies, practices, and rules of employment of the Company.

I specifically understand and agree that I am an employee at will. I further acknowledge that this handbook is not a contract for employment. I understand that my employment is for an unspecified period of time and that either the employer or I may terminate employment at any time, with or without reason or notice. I specifically understand and agree that this statement of policy contains all the terms relating to my employment and that no representations have been made or may be made contrary to the foregoing, either express or implied, unless by written agreement signed by the Company President or other authorized and designated Company officer. I understand that an employment agreement for a specified time may only be entered into in writing, if signed by the Company President.

Since the policies, practices, and rules of employment described herein may be subject to change, I acknowledge that revisions to this handbook may occur. All such changes will be communicated through official notices, and I understand that revised policies, practices and rules will supersede, modify, or eliminate existing policies. Only the President of the Company has the ability to adopt any revisions to this handbook.

I also acknowledge and agree to the terms of non-disclosure section of this handbook and that this handbook is the sole property of BSC, Inc. and in the event of termination I will return this handbook to the Company.

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 EMPLOYEE'S SIGNATURE DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYEE'S NAME (TYPED OR PRINTED)

EMPLOYEE COPY - KEEP FOR YOUR RECORDS

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#### Chapter 1

**Welcome to <COMPANY NAME>[[2]](#endnote-2)**

Thank you for choosing <COMPANY NAME>! The <COMPANY NAME> administrative staff is ready to help you get to know your company. This booklet is designed to assist you and to serve as a reference for questions concerning company policies.

We strive to ensure that our company is a good place to work and a place where you are treated with dignity and fairness. Our success as a company is founded on the skill and efforts of our employees. It is our policy to deal with our employees fairly and honestly and to respect and recognize each employee as an individual. Your HR Coordinator[[3]](#endnote-3) is available to answer any questions you might have that are not answered in this booklet.

**ABOUT THIS HANDBOOK[[4]](#endnote-4)**

None of the procedures, policies, or benefits in this Handbook are intended by reason of their publication to confer any rights or privileges upon you, or to entitle you to be or remain employed by <COMPANY NAME>. Your employment with <COMPANY NAME> can be terminated by you at any time, and <COMPANY NAME> may terminate your employment as well. This Handbook's contents are presented as a matter of information only, and are current at the time of this issue, but are subject to change.

**COMPANY BACKGROUND[[5]](#endnote-5)**

***[Insert any information on your company]***

**COMPANY PHILOSOPHY[[6]](#endnote-6)**

***[Insert your company’s philosophy]***

**EQUAL OPPORTUNITY STATEMENT**

<COMPANY NAME> is an equal opportunity employer. We do not discriminate against persons because of their age, sex, race, color, religious creed, ancestry, national origin, handicap, or disability[[7]](#endnote-7) in determining suitability for employment, compensation, promotion, transfers, training, education, social and recreational programs, or termination.

If any employee has a suggestion, problem, or complaint with regard to equal employment, he or she should contact the HR Coordinator.

###### AT WILL EMPLOYMENT

<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.

**UNION POLICY**

[Insert any information if your company has employees that are part of a labor bargaining unit]

**Chapter 2**

**You and <COMPANY NAME>**

Welcome to <COMPANY NAME>! Please remember this is only a guide for your information. If you are unclear regarding the meaning or scope of any of our policies, we ask that you consult with the HR Coordinator.

**EMPLOYEE WORK HOURS[[8]](#endnote-8)**

<COMPANY NAME>’s Office is open from <start time>am until <end time>pm, Monday through Friday.

**OUTSIDE EMPLOYMENT**

Employment with <COMPANY NAME> shall be considered your primary employment. You may not engage directly or indirectly in any outside relationship or activity that defers or would adversely affect your primary responsibility, interest, duty, or loyalty in actively furthering <COMPANY NAME>’s business.

This includes employment in other part-time or full-time jobs, or owning, and conducting another business. However, you may engage in outside employment provided it does not interfere with your job performance and the employer is not a <COMPANY NAME> competitor. No employee shall use his or her position with <COMPANY NAME> to exploit outside employment interests.

Should there be a conflict in employment, the HR Coordinator shall review the problem. If the dispute cannot be resolved, you may be required to discontinue outside employment or be subject to separation from <COMPANY NAME>.

**EMPLOYEE RECORDS[[9]](#endnote-9)**

<COMPANY NAME> maintains a personnel file, which contains information related to your employment. The file is the property of <COMPANY NAME>. We ask that you keep us informed of any changes with regard to your personal information (e.g., change of address, marital status, tax withholdings, etc). Please contact the HR Coordinator with written notice of any updates.

You may review your own personnel file during regular business hours in the personnel office. File inspection must be done on your own time, and you must arrange in advance a mutually convenient time with the HR Coordinator by written notice for the review. You may read your personnel file, but you are not permitted to remove or copy any portion of your file.

**HEALTH AND SAFETY REGULATIONS**

The following regulations are designed to support our commitment to protect your health and safety and the health and safety of those around you.

**SMOKING**

<COMPANY NAME> is a smoke-free workplace. For the health and safety of employees, smoking is not permitted in any <COMPANY NAME> facility at any time. Visitors, as well as employees, are expected to comply with this policy.

**ALCOHOL AND DRUG POLICY[[10]](#endnote-10)**

<COMPANY NAME> maintains a strong commitment to provide a safe drug-free, alcohol-free workplace. The intent of the <COMPANY NAME> drug and alcohol policy is to prevent the use and presence of drugs and alcohol in the working environment. All employees, including management, are covered by this policy including provisions for for-cause testing and random testing. All new employees will receive a complete copy of the drug and alcohol policy during their initial sign on and current employees receive a complete copy of the policy when it is issued. Changes or updates to the policy will be communicated to all employees prior to implementation.

Employees as a condition of employment or continued employment are required to abide by the drug and alcohol guidelines including signatures acknowledging receipt and understanding of the company’s drug and alcohol policy.

**REPORTING VIOLATIONS**

If you observe or have knowledge of a violation by another employee, you have an obligation to report this knowledge promptly to your Manager, and if he or she is not available, then to the HR Coordinator.

**IMMINENT THREAT TO SAFETY**

In any instance in which there exists an imminent threat to safety of persons or property, you shall immediately contact your Manager or the HR Coordinator.

**HARASSMENT POLICY**

<COMPANY NAME> regards harassment to include intimidation or abuse of any kind based upon an individual’s race, sex, color, disability, religion, age, or national origin. We seek to provide a work environment free from all forms of harassment or intimidation, and therefore regard harassment as a very serious matter. This policy applies to all company employees, whether employed in company facilities or at a client site.

You are expected to conduct yourself at all times in a manner that avoids any form of harassment of another individual either verbally, mentally or physically.

Any comment or conduct relating to an individual’s race, sex, color, religion, age, disability or national origin which fails to respect the dignity and feelings of an individual is unacceptable. This includes comments, gestures, or other conduct of a sexual nature, when such behavior may offend or threaten an individual.

Unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly 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 continued employment or promotion 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 working environment.

Offensive conduct obviously includes requests for sexual favors and can include sexual flirtations, sexual gestures, offensive conversation, unnecessary touching of an individual, sexually degrading words used to describe an individual, sexually explicit or offensive jokes, the display of derogatory or offensive pictures, and the display or creation of offensive writings. Making repeated requests for dates when such requests have been clearly rejected also may be offensive conduct. There is no absolute definition of behavior, which constitutes sexual harassment in every case, and the description of some sexual harassment is not intended to be an absolute definition of all conceivable forms of sexual harassment. All employees are required to conduct themselves reasonably and in accordance with this policy.

If you feel you are a victim of harassment by any member of management, another employee, customer, client or any other person in connection with your employment, you are to immediately report the matter in writing to your Manager, and in the event your Manager is the person you feel is harassing you, you should report the matter in writing to the HR Coordinator.

All claims of harassment will be investigated. In your written report, please include details of the incident and submit within five days of the incident. Upon review of the claim by the appropriate company representative, a decision will be made regarding the harassment charge. If it is determined that an employee has violated the harassment policy, the offending party will be disciplined up to and including discharge.

If you report a claim of harassment or you are called upon to provide information during a harassment investigation, be assured that no job discrimination or retaliation will result from your truthful participation in the process.

**DRESS AND GROOMING**

While at the workplace, you are to dress in a professional manner and meet or exceed the dress code observed in your workplace.

 **SOLICITATION AND DISTRIBUTION OF LITERATURE**

Solicitation, distribution of literature, or trespassing by non-employees on <COMPANY NAME> corporate premises is prohibited. Unauthorized distribution of advertising material, handbills, or other literature in working areas is prohibited at any time.

Unauthorized solicitation by an employee of another employee is prohibited while either person is on company time. Company time is the period when an employee is required to perform his or her job duties.

Authorization for such solicitation may be obtained subject to company approval. Please consult with your Manager, or with the HR Coordinator for further information.

**OPEN DOOR POLICY**

<COMPANY NAME> management wants to know when you think you are not being treated fairly or a policy is not being administered properly or consistently. The best way to clear up any misunderstanding is to talk it over with the people who have the authority to do something about the problem. That is why we have an "open door policy". You can speak to any member of management you think is best equipped to help with the particular concern. Whenever possible, you should go to your Manager first. If you are not satisfied with the results, you may contact the HR Coordinator for assistance in a more formal approach to solving your concern.

**EMPLOYEE STANDARDS OF CONDUCT**

As a <COMPANY NAME> employee, you are to meet acceptable performance standards and otherwise conduct yourself in an appropriate manner during the course of your employment.

The rules discussed below are published for your information and to guide your conduct on a day-to-day basis. The list is not meant to be all-inclusive. We recognize that each problem, which may arise in the workplace, will present a unique set of circumstances. The unique situations are to be addressed based on their individual facts and the context of the relevant surrounding circumstances. For this reason, the rules described below are not intended to form any contract between <COMPANY NAME> and our employees as to the procedures to be followed concerning any rule violation.

Employees need to be aware that violation of any of the following employee standards of conduct may result in disciplinary action, up to and including discharge.

**Major Rule Violations**

Major Rule Violations are any violations of company or client rules of such a degree that continued employment of an individual may not be desirable, and may require immediate discharge of an employee. The following are examples of these types of major violations, and is not intended to be all inclusive:

Any act that might endanger the safety or lives of others, or the willful, deliberate, or repeated violation of any safety rules, including failure or refusal to properly utilize required safety equipment;

Refusal to perform work properly assigned by your Manager;

Willfully falsifying any company or client records;

Making a false statement in the application process;

Chronic absence and lateness without good reason;

Engaging in any form of harassment directed at any person associated with <COMPANY NAME> or the client or discriminatory treatment of employees or applicants where such discrimination or harassment is based on race, color, religion, national origin, sex, age, disability, or any other protected status. This prohibition also covers any form of sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature;

Exhibiting any attitude toward a fellow employee that disrupts work or causes dissension, including physical abuse;

Destroying, damaging, defacing, sabotaging, or stealing company records, property, tools, equipment, products or the property of others on company or client premises;

Dishonesty to a co-worker or to the employer;

Providing false information on time sheets or status reports;

Using abusive language, creating any type of disturbance, uncooperativeness;

Engaging in acts of violence, fighting, or threats of violence towards any person associated with the company or client;

Repetition of an avoidable mistake, after warnings, to the point that the mistake demonstrates a willful disregard for the employer's interest;

Violation of drug and alcohol policy;

A concealed weapon is expressly prohibited at the <COMPANY NAME> premises and any client premises, including parking areas. Therefore, carrying all types of firearms; switchblade knives and knives with a blade longer than four inches; dangerous chemicals; explosives including blasting caps; and chains and other objects carried for the apparent purpose of injuring or intimidating is prohibited;

Conviction of a crime that directly affects the employee's ability to perform assigned duties in a position of trust;

Failure to return to work on expiration of leave of absence or when called back after a layoff;

Disclosure of confidential company or client information to unauthorized persons;

Negligence in the performance of duties, repeated after warnings, which seriously conflict with the employer's interest;

Sleeping during scheduled working hours;

Exhibiting unsatisfactory job performance, showing that the employee does not possess the requisite skill or ability to satisfactorily discharge his or her duties;

Engaging in any commercial activity, including outside employment that conflicts with, or gives the appearance of conflicting with the interests of <COMPANY NAME> without first having obtained the written consent to such activity by the Company.

**General Rule Violations**

General Rule Violations are incidents in violation of a general rule and are cause for disciplinary action. The nature of the discipline varies depending on the circumstances involved, and in some cases, the immediate termination of an employee may be appropriate. The following are examples of these types of major violations, and is not intended to be all inclusive:

Excessive tardiness or absenteeism;

Failure to notify your Manager within a reasonable period of time prior to starting time on any day of absence not previously authorized;

Failure to observe assigned working hour schedules (starting time, quitting time, lunch breaks);

Soliciting or collecting contributions for any purpose during working time;

Selling or offering for sale any article or service without written management permission;

Unsatisfactory work performance;

Loafing or other abuse of time during assigned working hours, including excessive use of telephone for personal matters;

Interfering with any employee's performance of duties by prolonged talking or engaging in other distractions;

Distributing written or printed material of any description in any work area at any time, except as directed or approved by the company or client;

Performing unauthorized personal work on company time;

Using company equipment for personal reasons;

Defacing bulletin boards or notices posted thereon;

Minor violations of safety rules;

Failure to report hours worked in a timely manner;

The above list is not intended to be all-inclusive.

**DISCIPLINARY ACTION[[11]](#endnote-11)**

The use of disciplinary action may be appropriate to correct improper employee conduct or performance including, but is not limited to, violations of company policy, disregard for job duties or responsibilities or inappropriate conduct. Employee misconduct may result in disciplinary action up to and including immediate discharge without prior warning.

Disciplinary action reflects the severity of the improper behavior and considers the impact of the misconduct on the company.

To determine the appropriate level of disciplinary action, your Manager may investigate the cause of the misconduct. It is important to consider whether the behavior is willful or intentional. Your performance history and the impact on the company, if the misconduct occurs again, may also be considered.

Disciplinary actions, including verbal warnings, must be documented in writing and filed in your personnel file.

You are not eligible for a promotion, transfer or salary action for a period of 90 days following a documented disciplinary action. Prior progressive disciplinary actions may be considered as long as the most recent disciplinary action occurred within twelve months of the previous disciplinary action.

All disciplinary actions, other than verbal warnings will be reviewed with the HR Coordinator prior to review by the employee.

**TERMINATION**

If you are terminated, all company assets in your possession will be secured (i.e., files, keys, tools, calculators, etc.), all your personnel matters will be addressed with the HR Coordinator (e.g. final compensation, employee benefits, insurance, etc.) and all customer issues influenced by your departure resolved.

**RESIGNATION**

The company requests that you provide a minimum of two weeks advance written notice prior to your last day of work.

**ATTENDANCE POLICY**

Attendance is important to maintain high quality work and satisfactory service to our clients. Therefore, it is necessary for each employee to be at work regularly and on time. Excusable absences from work fall into two categories: those arranged in advance with your Manager, and those caused suddenly by emergency, sickness, or accident.

If you have an emergency situation and are kept from work for either all or part of the day, it is imperative that you call your manager. If you are absent from work for three (3) straight work days and fail to contact your manager during that time, you will be deemed to have abandoned your job and resigned from the company without notice.

Your attendance record is a part of your total work record. This record is evaluated when you are considered for a raise or promotion and may have a direct effect on your review.

**SEVERE INCLEMENT WEATHER**

In the event of severe inclement weather, use your best judgment in deciding whether or not to come to work. Employees who elect no to report to work must call the employee’s Manager as soon as possible.

**INTERNET AND E-MAIL POLICY**

All e-mail is the property of <COMPANY NAME>. Employees should not expect privacy with respect to e-mail or Internet use, whether for business or non-business use. Inappropriate dissemination of e-mail such as non-business transmissions of gossip, jokes, chain letters or material that is obscene, threatening or has a non-company commercial or political purpose is not allowed. No offensive or disruptive messages are allowed to be sent or received. E-mail may periodically be reviewed by the Information Systems Manager. Reasonable personal use of e-mail is allowed. Employees do not have the right to read and retrieve other employee's e-mail without prior approval from the IS Manager. Unauthorized computer access to and dissemination of confidential business information will not be tolerated.

Accounts based on the <COMPANY NAME> Internet connection should not be considered confidential. This includes the possibility of inspection of any mail and/or files tagged with your user identification. Internet activity may be monitored. Internet access origination at <COMPANY NAME> is a privilege extended by the company which may be withdrawn at any time. When using the <COMPANY NAME> Internet connection, you are a representative of the company in the Internet community. Please be aware of the dangers involved with the following actions:

Irresponsible use of system resources. Resources include bandwidth (data coming into and going out of employer) and storage (for downloaded files). A finite amount of data can travel across our network at any given time; downloading large files can compromise the performance of the entire system. Prior to working with large files, please consider the impact you will have on all other network users.

Any activity that is contrary to state or federal law, including distributing or obtaining copyrighted software or information without proper authorization from the copyright holder.

Downloaded software may have viruses; scan any programs with a virus detection program prior to executing them.

An employee who attempts to disable, defeat or circumvent any employer security feature will be subject to immediate dismissal.

**Chapter 3**

**Employee Compensation**

**GENERAL COMPENSATION**

<COMPANY NAME> operates on a \_\_\_\_\_\_\_\_\_ pay period cycle. Paydays are on alternate \_\_\_\_\_\_\_\_\_ and includes compensation for the hours worked for the \_\_\_\_\_\_\_ previous weeks.

**WORK-RELATED EXPENSES[[12]](#endnote-12)**

All work-related expenses must have the prior approval of your Manager. Routine travel costs, including parking and mileage, to and from work are not reimbursable. See your Manager for information on expense reports, forms, and travel guidelines. Please note that <COMPANY NAME> accepts NO direct billing for expense payment (e.g., hotel charges billed directly to <COMPANY NAME>). All expenses incurred must be submitted to your <COMPANY NAME> Manager no later than 30 days after the fact or expense reimbursement is forfeited. Once <COMPANY NAME> accounting receives an accurate and timely expense report, reimbursement occurs within one week of receipt. Travel expenses must fall within the established guidelines of each client.

**OVERTIME POLICY[[13]](#endnote-13)**

<COMPANY NAME> provides overtime compensation to all non-exempt employees in accordance with the state and federal law. Employees are expected to work over time when requested as an employment condition. You will be given as much notice of an overtime request as reasonably possible.

Overtime for non-exempt employees must be approved in advance by your Manager. Overtime is paid at the rate of one and one-half (1½) times the employee’s normal hourly rate. Note that this policy only applies to non-exempt personnel.

In most cases, overtime is calculated as the "time worked" in excess of forty (40) hours per week. Any other special employment arrangements affecting overtime requires Senior Management approval.

**Time Sheet and Status Report Policy**

***[insert your company policy here]***

**Payroll Deductions**

Payroll deductions are allowed as required by law.

**Compensation Review**

***[Insert you company’s policy here]***

**Automatic Deposit**

You may have your paycheck deposited directly into your bank account by providing the HR Coordinator a voided check and a completed direct deposit form.

##### Chapter 4

**Employee Benefits**

Benefits are a key part of your total compensation package. The benefits offered by the company and an employee’s eligibility for them are set out below.

**TIME OFF**

**Holidays**

The company provides the following holidays off with pay for eligible employees:

***[Please insert your company’s holiday schedule]***

Employees eligible to receive holidays off with pay include: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All other employees shall be given the holiday off without pay.

If a holiday falls on a Saturday, the company will celebrate the holiday on \_\_\_\_\_\_\_\_\_. If a holiday falls on a Sunday, the company will celebrate the holiday on \_\_\_\_\_\_\_\_\_\_\_\_.

**Vacation**

The company provides eligible employees with the following paid vacation days:

***[insert your company’s vacation policy here]***

Inform your Manager of any plans to take time off for vacation. Advance notice of at least two weeks is required.

[An employee can bank up to \_\_\_\_ days of unused vacation from prior years.] or [An employee must use all of the employee’s vacation days in that year or lose any unused days.][[14]](#endnote-14) The company [will or will not] pay an employee upon the employee’s termination for any unused vacation days.[[15]](#endnote-15)

**Family And Medical Leave[[16]](#endnote-16)**

<COMPANY NAME> recognizes the need for time away from work to participate in early child bearing, adoption, and the care of oneself and/or family members who have serious health problems. Therefore, <COMPANY NAME> allows employees to take reasonable time off when:

a child is born to you; or

a child is placed with you for adoption or foster care; or

you are needed to care for a seriously ill spouse, child or parent who is dependent upon your care; or

you have a serious health condition.

Definitions of Spouse, Child, and Parent

A "spouse" means a husband or wife. A "child" means biological, adopted, or foster child, a stepchild, legal ward, or a child being raised by the employee. The child must be either under 18 years of age, or 18 or older and incapable of self-care because of a mental or physical disability. "Parent" means biological parent or a nonbiological parent who had primary responsibility for raising you. The term does not include parents "in law".

Serious Health Condition

A "serious health condition" means any illness, injury, impairment, or physical or mental condition that involves:

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recover therefrom); or

any subsequent treatment in connection with such inpatient care; or

Continuing treatment for a serious health condition by a health care provider.

Health Care Provider

A "health care provider" is one of the following:

a doctor of medicine or osteopathy; or

a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment consisting of spine manipulation); or

a nurse practitioner, nurse-midwife, or clinical social worker (authorized under state law and who are performing within the scope of their license); or

a Christian Science practitioner (company can require a second opinion).

Continuing Treatment by Health Care Provider

"Continuing treatment" by a health care provider means one of the following:

A period of incapacity of more than 3 consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: Treatment two or more times by a health care provider or the health care provider’s assistant or treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;

Any period of incapacity due to pregnancy, or for prenatal care;

Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.

A "chronic serious health condition" is one which:

Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider; Continues over an extended period of time (including recurring episodes of a single underlying condition); and may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); and

A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include Alzheimer’s, a severe stroke, or the terminal stages of a disease; or

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Length of Leave

12-Week Maximum –Unpaid family leave is granted up to a maximum of 12 weeks in a 12-month calendar year period.

Reduction of 12-Week Maximum

The 12-week maximum for family leave is reduced by the amount of time you have already spent on FMLA medical leave in the past 12 months[[17]](#endnote-17).

If both husband and wife work for <COMPANY NAME>, they may take only a combined total of 12 weeks in any 12-month period for the birth or placement of a child or to care for a parent with a serious medical condition. Each spouse is entitled to a separate family leave of up to 12-weeks each to care for a child or spouse with a serious health condition.

Intermittent or Reduced Schedule Leave

Intermittent and reduced schedule leave is applied to the 12 week maximum. For example, an employee who takes off one day uses one-fifth week of family leave.

"Intermittent leave" is leave taken in separate blocks of time as a result of a serious health condition and may include periods from an hour or more to several weeks. Examples of intermittent leave would include leave to take a child, spouse, or parent with a serious health condition for medical appointments, physical therapy, or leave taken on an intermittent basis to care for as spouse, child, or parent with a serious health condition.

A "Reduced Leave Schedule" is a leave schedule that reduces your work hours per day to a number less than your normal work schedule. For example, a reduced leave schedule may result in the reduction of your normal eight-hour work schedule to four hours per day while your spouse, child, or parent is recovering from a serious health condition.

Reasons for Intermittent or Reduced Schedule Leave

Intermittent and reduced schedule leave is granted only under the following circumstances:

There must be a medical need that can best be accommodated by intermittent or reduced leave;

You or the spouse, child, or parent to be cared for must be suffering from a "serious health condition";

The health care provider must certify the serious medical condition and the medical need for the intermittent or reduced schedule leave.

You must attempt to schedule the intermittent or reduced schedule leave so as not to disrupt the operation of your department.

30-Day Notice by Employee Required

You must complete a "Request for Leave of Absence" Form at least 30 days before a leave is to begin if the need for the leave is reasonably foreseeable. If the need for the leave is not reasonably foreseeable 30 days before the leave is to begin, the employee should give notice as soon as practicable. The form must be signed by the your Manager and submitted to HR Coordinator for approval.

Certification Process

Certification

<COMPANY NAME> requires an employee requesting medical or family leave to care for a spouse, child, or parent to obtain a certification of the need for the leave from the treating health care provider. <COMPANY NAME> provides the certification form to you and it is your responsibility to have the form completed and returned to the company within 15 days.

Failure to Obtain Certification

Your failure to present a required certification prior to the day the leave is set to begin may delay the beginning of the leave until the completed form is provided to the company.

Questionable Certifications

If you provide a completed certification form signed by the spouse, child, or parent’s health care provider, clarifying information can be sought through a health care provider employed by <COMPANY NAME> from your health care provider if you agree to allow the certification. If there is reason to doubt the validity of the certification, <COMPANY NAME> may, at its expense, seek a second certification from a different health care provider, provided that the second health care provider cannot be the company doctor or employed on a regular basis by <COMPANY NAME>. If the certification from the spouse, child, or parent’s health care provider differs from the certification of the health care provider selected by <COMPANY NAME>, you and <COMPANY NAME> can jointly pick a third health care provider to provide a third opinion at <COMPANY NAME>’s expense. This third option shall be final and binding.

Recertification

<COMPANY NAME> may require you to recertify the spouse, child, or parent’s serious health condition at any reasonable interval, but not more often than every 30 days unless:

You request an extension of leave;

Circumstances described by the original certification have changed significantly; or

<COMPANY NAME> receives information that casts doubt on the need for the leave.

Documentation of Birth, Adoption, or Placement

<COMPANY NAME> may also require you to present satisfactory proof of a birth, adoption, or placement.

Paid or Unpaid

FM leave is unpaid except in the following situations:[[18]](#endnote-18)

The condition also qualifies for short-term disability payments or workers’ compensation benefits;

Any paid leave that qualifies under this policy will be designated FMLA and will run concurrently with FMLA leave;

Leave associated with pregnancy is governed by this policy, and is unpaid except that, to the extent the employee is eligible for coverage under a disability insurance policy maintained by <COMPANY NAME>, the employee is treated as any other temporarily-disabled employee.

Continuation of Benefits[[19]](#endnote-19)

Health Insurance Premiums

<COMPANY NAME> continues to pay the company’s portion of health insurance premiums during FMLA. You must continue to pay the normal employee contribution for the duration of the leave. Your contribution can be prepaid prior to the start of the leave, or you may submit monthly payments.

Employee Must Maintain Contact

If you are eligible for and anticipating a period of family and medical leave, you are to work with <COMPANY NAME> management to assist in planning for necessary project staffing adjustments. If you do not return to work or call within three consecutive days of the agreed-upon date, you will be treated as having voluntarily resigned.

**BEREAVEMENT LEAVE**

You may obtain unpaid excused leave time for a death in the family and should inform your Manager of the need for such leave. Members of your family for which leave will be granted are as follows: ***[insert your company’s policy here].***

**UNPAID LEAVE OF ABSENCE**

A leave of absence without pay may be granted at the sole discretion of the company, and for emergency and other extenuating circumstances. The request must be made in writing to your Manager stating the reasons and dates for the leave of absence. The leave may not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Participation in employee benefit plans may be terminated during a leave of absence, as required by the terms of the plan. COBRA coverage for continuation of health insurance is available as required by law. Please discuss the impact an unpaid leave of absence would have on your benefits with the HR coordinator. If you do not return to work on the date agreed to, you will be considered to have resigned your position with the company and terminated your employment as of that date.

**MILITARY LEAVE**

<COMPANY NAME> complies with all legal requirements for reemployment of employees who must take a leave of absence for military service. Because there are different time periods for reapplying or reinstatement depending on the type of military duty performed, you should check with the HR Coordinator and with your military commander about the specific applicable regulations.

**JURY OR WITNESS DUTY LEAVE**

Employees may be granted leave for jury or witness duty. Employees called for duty are required to notify the company as soon as possible of the dates for such duty. [There is no compensation from <COMPANY NAME> for jury or witness duty.] or [Employees will be compensated for jury duty as follows: ***[insert your policy here]*** Any compensation received by the employee for duty will be offset from the compensation to be paid by the company.] An employee is expected to return to work immediately following the end of such duty.

**EMPLOYEE BENEFIT PLANS**

**Stock Options**

Please see the stock plan in place for the current year in your employment packet.

**401k Plan Participation**

<COMPANY NAME> offers a 401K Plan to assist you in planning for your retirement. Enrollment is voluntary and must occur during the Enrollment Periods that are held as described in the 401k Plan. To enroll, you must be at least \_\_\_\_\_ years of age and must have completed at least \_\_\_\_\_\_\_\_\_\_\_ of service to the company prior to the beginning of the Enrollment Period. In accordance with federal regulations for 401K Plans, you may designate a portion of your earnings for deposit to the Plan on a tax-deferred basis.

**Insurance Benefits[[20]](#endnote-20)**

<COMPANY NAME> recognizes the need for insurance protection for employees and their families in case of illness or accident and offers subsidized group rates for [select those that apply and add additional benefits] medical, dental, life and long-term disability insurance programs.

Details of these are set forth in the plan documents that are available from the HR Coordinator.

**STATUTORY BENEFITS**

Federal And State Unemployment Compensation

Company-paid payroll taxes provide the funds to pay unemployment compensation benefits.

**Worker’s Compensation**

<COMPANY NAME> provides comprehensive workers’ compensation insurance program to all employees. This program covers injury or illness as designated by <State> compensation act. Subject to applicable legal requirements, Workers’ compensation insurance provides benefits after a short waiting period.

If you sustain a work-related injury or illness you are to inform your Manager immediately of the injury. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Failure to report injury may result in disciplinary action.

You will be directed to a medical care provider that has been selected by <COMPANY NAME>. Visits to any other provider for work related injury must be approved in advance of the visit by your Manager.

In the event of an injury, you, with the assistance of the Human Resource department, complete a report of injury. All worker’s compensation related injuries will be handled in confidence by the Human Resource department.

**Social Security**

The federal government requires a deduction from an employee’s pay for Social Security benefits, and requires <COMPANY NAME> to match this deduction. You should keep your Social Security cards and receipts of deductions for your own records. Questions about Social Security should be directed to the Social Security Administration.

1. Please adjust the Table of Contents to reflect any changes made to the sections listed below. Also, it will make review of the handbook easier if page numbers are inserted into the Table. [↑](#endnote-ref-1)
2. The name of the Company will need to be inserted throughout the document. [↑](#endnote-ref-2)
3. The term HR coordinator has been used through this sample document. Please insert the appropriate term your company uses to describe the individual that oversees Human Resources functions. [↑](#endnote-ref-3)
4. Please contact your legal counsel to determine the appropriate language needed to prevent the handbook for being interpreted to create an employment contract for employees. In most states, employees are considered “at will” or voluntary employees, meaning an employee can be terminated for any nondiscriminatory reason at any time by the employer unless an employment contract exists. Handbook language can be used in court cases by terminated employees to allege that the handbook creates an employment contract. Because the necessary disclaimer language varies from state to state, the language contained in this section may not be adequate. [↑](#endnote-ref-4)
5. This section is optional, and may be deleted. [↑](#endnote-ref-5)
6. This section is optional, and may be deleted. [↑](#endnote-ref-6)
7. Some cities have adopted sexual orientation ordinances, which make discrimination based on an individuals’ sexual orientation (for example, the individual is gay) impermissible. Check your city's ordinances to determine whether you are required to comply with this prohibition. [↑](#endnote-ref-7)
8. If your company has flex time hours or at home work arrangements, those policies can be mentioned here. [↑](#endnote-ref-8)
9. Please contact your legal counsel to determine any applicable state law governing employment records. [↑](#endnote-ref-9)
10. State laws vary with regard to regulations governing alcohol and drug testing policies and procedures. Contact your legal counsel to determine the necessary legal requirements to conduct testing of employees. This statement does not comply with the Federal government’s requirements for a drug free workplace policy. Please consult your legal counsel for the necessary policies if you engage in local, state or federal government contracting. [↑](#endnote-ref-10)
11. This disciplinary action procedure may need to be modified to reflect your practice. Because many disciplinary actions can result in termination, consult with legal counsel on the best procedure to follow based on your state’s laws and regulations. [↑](#endnote-ref-11)
12. You will need to modify the expenses reimbursement provision to reflect your practice. [↑](#endnote-ref-12)
13. Please consult legal counsel to determine what employees should be treated as non-exempt employees under the Fair Labor Standards Act. Note that the FLSA permits the use by employers of compensatory time in very limited circumstances for non-exempt employees. [↑](#endnote-ref-13)
14. Select one option for vacation carry over. [↑](#endnote-ref-14)
15. Please contact your legal counsel to determine if your state’s laws govern the accrual and payment of unused vacation days. [↑](#endnote-ref-15)
16. Only employers with 50 or more employees are covered by the federal Family and Medical Leave Act. The following provisions are intended to set forth the employer’s written policy on leave granted to employees under that Act. Please confer with legal counsel for any similar state laws requirements. In addition, even though an employer may be subject to the Act due to meeting the 50 employee requirement, the employer may not need to comply if it has smaller locations. Consult your legal counsel to determine if this applies to your company. Employers with 50 or fewer employees may delete this section. [↑](#endnote-ref-16)
17. The company will need to determine what 12 month period is used – calendar, rolling forward or counting backward. [↑](#endnote-ref-17)
18. An employer is permitted to require employees to use paid leave in conjunction with FMLA leave. For example, requiring employees to use all or a portion of paid vacation in conjunction with FMLA leave. Please consult your legal counsel to determine this policy, since the FMLA regulations requiring this use of paid time off to be explained in an employer's FMLA policy. [↑](#endnote-ref-18)
19. Please consult your legal counsel to determine your obligation under the FMLA to continue other employee benefits in addition to health insurance coverage. [↑](#endnote-ref-19)
20. Please modify this provision to reflect the other insurance benefits offered by the company. If you offer a 125 plan, you may use the following sentences:

"Many of these benefits are offered on a pre-tax basis through the company's Section 125 plan, also known as a cafeteria plan. The cafeteria plan includes a medical reimbursement account and dependent care account, which permits you to set aside pre-tax dollars to reimburse you for these expenses. Please refer to the cafeteria plan documents for additional details of these benefits." [↑](#endnote-ref-20)