<Company Name>

**EMPLOYEE HANDBOOK**

EMPLOYEE ACKNOWLEDGEMENT

The contents of this Employee Handbook have been prepared as a guide for policies, benefits, and general information that should assist you during your employment. However, neither this Handbook, nor any other company communication or practice, creates an employment contract. The Company reserves the right to make changes in content or application of its policies, as it deems appropriate, and these changes may be implemented even if they have not been communicated, reprinted, or substituted in this Handbook. It is also understood that nothing in this Handbook or any other policy or communication changes the fact that employment is at-will for an indefinite period unless terminated at any time by you or the Company.

I understand that no employee or representative of the Company has any authority to enter into an employment contract or to change the at-will employment relationship or to make any agreement contrary to the foregoing.

I acknowledge receipt of the Employee Handbook and understand that my continued employment constitutes acceptance of any changes that may be made in content or application of the Handbook and my agreement to comply with the policies herein. If my employment with <COMPANY NAME> should end, I will return the Handbook to my supervisor before my last day of employment.

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Employee Signature Date

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

Employee Name (please print)

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CHAPTER ONE: EMPLOYMENT

# 1.1 - Employment At-Will

A job offer extended and subsequently accepted does not create a job contract of any specific duration between an employee and <COMPANY>. Just as it is the right of employees to end their employment at <COMPANY> for any reason at any time, it is also the right of the employer to terminate employment with or without cause and with or without notice.

# 1.2 – Mission and Objectives of <COMPANY NAME>

<INSERT COMPANY MISSION>

We welcome you as a new member of our staff. It is our hope that your employment with <COMPANY NAME> will be a positive experience. The purpose of this Employee Policy Handbook is informational to familiarize you with our policies and benefits. Many of the policies are for your safety and welfare. The employment benefits and eligibility for the benefits outlined in this Handbook are subject to change. Any revisions to this Policy Handbook will be at the sole discretion and authority of <COMPANY NAME>.

# 1.3 - Equal Employment Opportunity

<COMPANY NAME> shall employ those qualified candidates who can best meet the performance requirements for the position for which they are being considered. It is our policy to provide equal employment opportunity to all applicants and current employees and to not discriminate against any person on the basis of race, color, creed, religion, sex, marital status, national origin, age, sexual orientation and physical or mental disability unrelated to job requirements.

This policy extends to employment recruiting, selection and hiring practices; the provision of employee compensation and benefits; employee working conditions, training programs, discipline and promotions; the use of Company facilities and all other terms, conditions, and privileges of employment. It is the responsibility of all employees to abide by and carry out the letter, spirit and intent of the Company’s commitment to equal employment opportunity in all conditions of employment.

# 1.4 - Employment Eligibility Verification

By Federal Law, everyone employed in the United States must show proof of eligibility to work in the United States. To comply with the law, all <COMPANY NAME> employees, when hired, will be required to complete an I-9 form and provide the required documents to verify their eligibility. The Company will not knowingly hire anyone who is not eligible for employment in the United States and will not employ anyone who does not provide the required verification documents.

# 1.5 - Hiring Practices

Employees are a valuable source for finding capable and reliable applicants. The Company will consider for employment and will hire those people who are best qualified to fill the position for which they apply.

As the Company grows and generates additional jobs with greater or different responsibilities, <COMPANY NAME> will consider for promotion those current employees in good standing.

All positions will be filled by the individual who is most qualified and capable of successfully performing the responsibilities of the job, whether they are current employees or outside applicants.

#### CHAPTER TWO: EMPLOYMENT STATUS AND RECORDS

# 2.1 - Employee Privacy Policy

<COMPANY NAME> recognizes the individual employees’ right to privacy. To maintain that privacy, the Company will abide by the following principles:

1. The Company will protect the confidentiality of all personal information in its records.
2. The Company will limit the availability of personal information to those Company officials with a business “need to know.”
3. The Company will refuse to release personal information to outside sources without the employee’s approval. Should the Company be contacted for employment verification, all requests should be directed to <COMPANY NAME> Personnel Administrator.
4. The Company will require each employee involved in recordkeeping to adhere to these policies and violations will result in disciplinary action.

# 2.2 - Employee Access To Personnel Files

In addition to <COMPANY NAME> and a designated Supervisor, employees may examine their own personnel files in the presence of the appropriate member of Management. Employees will not have access to employment references written for the employee. Employees have the right to submit a written statement of disagreement with any item in their files; however, they may not remove or alter anything in the file.

# 2.3 - Employee Information

To maintain accurate information and provide correct information on various reports, it is important that any change in an employee’s phone number, address, marital status, dependents, etc. be reported to the Company. To make it convenient for the employees, this information can be written down and turned in to the Personnel Administrator so that records for income tax, social security, insurance, etc. can be properly updated. This also enables the Company to contact an employee’s family in case of an emergency.

# 2.4 - Hourly and Salaried Status

The various positions at <COMPANY NAME> have been designated as being exempt or non-exempt for Fair Labor Standards Act payroll purposes. The Company will comply with the overtime pay regulations of the Fair Labor Standards Act concerning non-exempt positions. When employees are hired, they will be told what their compensation will be and if their position is exempt or non-exempt for payroll status purposes.

***Non-Exempt Employees*** - All employees classified as non-exempt will be paid either a weekly salary or an hourly rate of pay for all hours worked during each seven-day week of work. They will receive overtime pay for hours worked in excess of 40 productive hours each weekly pay period. Non-exempt employees may be asked to work additional time for weekend events. The workweek is defined as Sunday through Saturday.

***Exempt Employees*** - All employees classified as exempt will receive a regular salary for each pay period and are exempt from overtime pay. Exempt employees may be asked to work additional time for weekend events.

# 2.5 - Employment Categories

##### Introductory - An employee who has not completed an initial 30 days of successful full-time employment with the Company.

***Regular Full-time*** - An employee who has successfully completed the Introductory period and is regularly scheduled to work 30 hours or more per week will be considered a regular full-time employee.

***Regular Part-time*** - An employee who has successfully completed the Introductory period and is regularly scheduled to work less than 30 hours per week will be considered a regular part-time employee.

***Temporary (full-time or part-time)*** - Any employee whose employment is intended to be short term and for a duration of less than six months will be considered to have a temporary employment status with the Company.

# 2.6 - Employment Service

Employment service will be based on a *“Time Worked”* policy. If there is an interruption in regular employment of an employee at <COMPANY NAME>, the time of service clock will stop when the regular employment ends and restart when the employee returns to regular full-time employment status.

##### General Provisions

1. Employees who voluntarily resign and are subsequently rehired at a later date will be considered a new hire and not subject to the *“Time Worked”* policy.
2. An absence from regular employment of 30 calendar days or more will be considered a “break in service.” However, if a reduction in workforce is initiated by the Company due to seasonal factors in the level of the Company’s business, then a rehired employee will be provided with an adjusted service anniversary date. As an example of this policy: if an employee were hired on a full-time basis on January 1, laid-off on October 1, then rehired on December 1, the anniversary date would be adjusted to March 1 based on the actual time worked.
3. If an employee is reinstated to regular full-time employment after a downsizing that lasted less than 30 days, there will not be an interruption of their benefits. However, if employees are reinstated to regular full-time employment after a downsizing that lasted more than 30 days, their benefits will be effective the first of the month following reinstatement. If employees have not completed 30 days of employment at the time of a downsizing, benefits will be effective the first of the month following completion of the remaining 30 days of employment.
4. Regular employees who voluntarily terminate and are then re-hired will be considered a “new hire” for benefit purposes. Eligibility for benefits occurs on the first of the month after completion of 30 days of employment and regular full-time status.
5. Employees who decide to terminate their employment are encouraged to provide as much notice as possible (two weeks is preferred) to <COMPANY NAME>. All keys, computers and other items belonging to the Company must be returned before receiving final pay. No final paycheck will be given to another person.

# 2.7 - Introductory Period

The first 30 days of employment with <COMPANY NAME> is considered an Introductory Period. It allows the employee time to become oriented to the job expectations and to perform the assigned job functions at a satisfactory level of performance. It allows the Company time to assess the employee’s work and adjustment to the Company environment and to relationships with other employees. Employees who satisfactorily complete the 30 days Introductory Period will be considered for regular employment.

# 2.8 - Terminations

# Terminations are treated in a confidential, professional manner by <COMPANY NAME> and Management will make every effort to assure thorough, consistent, and evenhanded termination procedures that are consistent with the Company’s Equal Opportunity practices. Employment with the Company is normally terminated through one of the following actions:

# Resignation: voluntary termination by the employee. An employee desiring to terminate employment, regardless of employee classification, is expected to give as much advance notice to <COMPANY NAME> as possible, preferably at least two weeks. However, Management reserves the right to require the employee to leave immediately upon receipt of notice; when this occurs, the employee will receive base pay for the employee’s average weekly work hours “in lieu of notice” for a period not to exceed two weeks.

# Dismissal: involuntary termination for substandard performance or misconduct. An employee may be dismissed at any time, for any reason or no reason, and with or without prior notice, at the sole and absolute discretion of <COMPANY NAME> Management. Depending upon the circumstance of the dismissal, the Company may provide notice or may provide base pay for employee’s average weekly work hours “in lieu of notice” for a period not to exceed two weeks.

# Layoff: termination due to a reduction of the work force or elimination of a position. When a reduction in force is necessary or if one or more positions are eliminated, employees will be identified for layoff after evaluation of the following factors: a) the Company’s work requirements; b) the employee’s abilities, experience and skills; and c) the employee’s potential for reassignment with the Company. Management will personally notify employees of a layoff and will follow one of the following procedures:

# The employee will receive at least two weeks advance notice prior to the 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. This pay will be based on the employee’s average number of hours per workweek and base rate of compensation.

# On the final day of employment, Management must receive all keys and Company property from a departing employee. Management may conduct, at its discretion, an exit interview with the departing employee. The employee’s final paycheck will include pay for all hours worked and expense reimbursement due the employee plus all earned but previously unused paid time off (PTO) on the employee’s account.

**CHAPTER THREE: EMPLOYEE BENEFITS**

Regular full-time employees who have met the eligibility requirements will be able to participate in the following benefits as part of a total compensation package offered by <COMPANY NAME>. The health insurance benefits have been selected to provide a basic safety net of protection for you plus they provide a financial value as well. Purchasing coverage on your own is considerably more expensive than having assistance from your employer who has the advantage of group rate pricing.

Regular full-time employees who work 30 or more hours per week are eligible to participate in the <COMPANY NAME> insurance benefit programs on the first of the month following 30 days of employment unless otherwise stated. Other benefits may have longer waiting periods or hours of service requirements for eligibility.

All of the benefits provided represent a significant cost of doing business for <COMPANY NAME>, but they are benefits that we believe our employees deserve.

# 3.1 PAID TIME OFF (PTO) BENEFIT

<COMPANY NAME> recognizes that our employees need time away from their jobs for relaxation, recreation, personal/family responsibilities and recovery from illness or disability. Therefore, in order to provide our employees with greater flexibility in how they use their paid time off, we are initiating a Paid Time Off (PTO) Benefit Plan.

Full-time (F/T) employees are eligible to earn PTO after six (6) months of satisfactory employment, but their PTO accrual is retroactive to their first day of employment. Part-time and temporary employees are not eligible to earn PTO. Full-time employees earn PTO at each pay period following six months of employment according to the following schedule. It is available to use for the purposes of Vacation, Sick Leave, Personal Days and Bereavement Leave.

Eligible employees may accrue PTO up to a maximum of thirty-five (35) days or two hundred and eighty (280) hours. Thereafter, any additional PTO that would otherwise be accrued is forfeited. We want our employees to schedule the use of their PTO in order to enjoy personal relaxation and recreation as well as to experience quality time with their families.

PTO BENEFIT SCHEDULE

After first 6 months of service 5 days are granted on first pay period following six months of service

During months 6 through 12 Additional .75 days per month

During 2nd year of service 1.08 days per month (13 days annually)

During 3rd year of service 1.50 days per month (18 days annually)

During 4th through 6th year of service 1.92 days per month (23 days annually)

During 7th year of service and thereafter 2.33 days per month (28 days annually)

PTO GUIDELINES

PTO requests are subject to approval by your supervisor and should be submitted as far in advance as possible. PTO for vacations of more than ten (10) working days will require special management approval. PTO requests will be considered based on our anticipated staffing requirements during your proposed PTO. A cooperative effort is expected from everyone so that advance planning can take place with other employees who may need to help cover in your absence. PTO may not be borrowed in advance of its having been earned.

In order to receive PTO for emergency conditions (sudden illness or injury, personal emergencies or bereavement), you must notify your supervisor immediately so that arrangements can be made to cover your job responsibilities. Failure to provide such notification can be cause for denial of PTO for one or more days of the absence. PTO for funerals or Bereavement Leave will be considered an emergency condition but otherwise will be handled the same as any other PTO request. PTO for extended illnesses or disabilities may require confirmation that you are under a doctor’s care and a physician’s return to work certification.

Employees will receive PTO pay in accordance with their normal rate of pay. All PTO must be taken in at least half-day (four hour) increments. PTO hours do not count as hours worked for the purpose of determining overtime for nonexempt employees.

PTO use for Sick or Disability Leave is intended to provide you with income and to supplement your Short-Term Disability Benefits during periods of absence due to personal illness or disability. PTO use for Personal Days is intended for personal business that cannot be handled outside of regular work hours, such as medical or legal appointments, family matters or other emergencies. Additional approved leave in excess of an employee’s available accrued PTO will be unpaid.

Full-time employees who retire or terminate following twelve (12) months of satisfactory employment will be paid for any unused PTO on their PTO Account at the next pay period following their termination.

# 3.2 – Holidays

<COMPANY NAME> will provide a paid holiday benefit to its regular full-time employees on each of the following holidays:

 New Year’s Day

 Good Friday

 Memorial Day

 Independence Day (July 4th)

 Labor Day

 Thanksgiving Day

 Friday after Thanksgiving

 Christmas Eve Day

 Christmas Day

 ½ Day on New Year’s Eve

##### General Provisions

1. Only regular employees are eligible for paid holidays.
2. Holiday pay to eligible employees will be paid for the date on which the holiday actually falls. Holiday pay will not be considered actual time worked and will not be figured into any overtime pay calculation.
3. If the Company so designates, a holiday falling on a Saturday may be observed on the preceding Friday, and a holiday falling on a Sunday may be observed on the following Monday.
4. An otherwise eligible employee on an unpaid leave of absence or who is currently receiving benefit pay under Workers Compensation or from either Short Term or Long Term Disability will not be eligible for holiday pay.

# 3.3 - Group Health & Dental Insurance

Regular full-time employees who have completed their 30-day Introductory Period of employment are eligible to elect group health and dental insurance coverage for themselves and their dependents. All eligible employees electing to be covered will authorize a payroll deduction to cover their portion of the cost of the monthly premium. <COMPANY NAME> pays <xx>% of the premium for health insurance coverage and <xx>% of the premium for dental insurance. Eligibility for coverage begins on the first of the month following 30 days of employment for regular employees who work 30 or more hours per week.

A Summary Plan Description booklet of the Plan will be issued to each eligible employee who enrolls in coverage. Please see your Summary Plan Description for more information about the Group Health and Dental Insurance Plan benefits. If you have additional questions after reviewing this booklet, please discuss this with the Personnel Administrator.

# 3.4 - Disability and Term Life Insurance

<COMPANY NAME> pays the premium for term life insurance and disability insurance for eligible full-time regular employees on the first of the month after they have completed 30 days of satisfactory service for the Company. Please refer to the Summary Plan Description booklets for further information about your term life and disability insurance benefits or contact the Personnel Administrator if you have further questions.

# 3.5 - Jury Duty

From time to time, individuals will be called upon to be available for jury duty. Employees who receive a written summons for jury duty will be excused from work without losing their equivalent base pay for a period not to exceed 10 working days during any one calendar year. In order to be considered an approved absence, an employee will be expected to present proof of such duty.

Employees on jury duty will be expected to work as much of their normal schedule as the jury duty schedule permits. 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. The Company will then pay the difference between those fees and the employee’s base pay for that period of time.

##### General Provisions

1. Employees who receive notice of jury duty must notify <COMPANY NAME> as soon as possible so arrangements can be made to cover their work. The letter sent to the employee that notifies them of their responsibility to serve is to be presented to <COMPANY NAME> and a copy will be placed in the employee’s personnel file.
2. In the event the absence of an employee from work for jury duty would cause a hardship on the Company, the Company may petition the Court to excuse the employee from jury duty. Also, the individual may personally petition to be excused if doing so would cause them a personal hardship.

# 3.6 - 401(k) RETIREMENT SAVINGS PLAN

# Regular employees who have completed at least six consecutive months of service and the required hours of work are eligible to participate in the Company’s 401(k) Retirement Savings Plan. The enrollment dates are February 1 and August 1 each year for employees who have met the eligibility requirements.

# Please refer to the Summary Plan Description booklet for more information about the Company’s 401(k) Retirement Savings Plan. If you have additional questions after reviewing this booklet, please discuss these with the Personnel Administrator.

# 3.7 Tuition Assistance Program

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

# The Company’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 regular full time employee, have at least one year of <COMPANY NAME> employment service, are currently performing at a satisfactory level and not on corrective action, and are enrolled in course(s) that <COMPANY NAME> considers pertinent to your current work or potential career path within the Company.

# Approved tuition reimbursement for courses taken at the undergraduate level will be <xx>% of the cost of the class up to a $<xx> per year maximum. Approved tuition reimbursement for graduate level courses will be reimbursed at <xx>% of the cost of the class up to a $<xx> maximum. You must earn a minimum grade of B or B- to qualify for reimbursement. If you terminate your employment with <COMPANY NAME> and received tuition reimbursement assistance, you will be required to reimburse the Company in full for any tuition assistance received during the last twelve (12) months prior to your departure. You must sign a Payback Agreement prior to being approved for tuition assistance.

# The availability of tuition assistance is limited. Furthermore, academic commitments cannot interfere with job responsibilities or performance. Therefore, <COMPANY NAME> may limit participation when the hours the class is to be taken would interfere with your job. Lastly, this policy covers tuition costs only and does not include other costs such as books, supplies, lab or other miscellaneous fees.

#### CHAPTER FOUR: TIMEKEEPING/PAYROLL

# 4.1 - Timekeeping

Non-exempt employees are required to complete a weekly Time Sheet and turn these in to the Personnel Administrator at the end of each completed workweek.

*Federal and State* recordkeeping requirements place an obligation on <COMPANY NAME> to maintain accurate records and to enforce certain regulations. The following rules must be observed:

1. Non-exempt employees are responsible for accurately recording their own daily work times and obtaining supervisory approval before submitting their weekly Time Sheets.
2. Non-exempt employees must record when they begin work, when they break for lunch, when they begin work after lunch, and when they cease work at the end of the day. They must also record whenever stopping work or upon leaving work for personal business and then again when returning to work.
3. Non-exempt employees are not to leave on personal business while on work time without the knowledge and authorization of <COMPANY NAME>. Employees who leave for any reason must inform the office staff and give an estimated time or return. Upon returning they must check in and get any messages before returning to work.
4. Employees who report to work after their regularly scheduled starting time will be considered late. Habitually reporting to work after the designated starting time is a serious performance problem and will be cause for discipline up to and including termination.
5. When non-exempt employees travel as part of a job assignment, the time spent traveling to and from the destination will be compensable only when the travel time extends across regularly scheduled work hours in accordance with FLSA guidelines. When non-exempt employees are assigned to work additional hours on a weekend, they are expected to record only their actual time worked at the event. In order to reduce overtime expense, Management may grant compensatory time off during the same seven-day workweek.
6. All overtime work must have prior approval from <COMPANY NAME>. It will be management’s responsibility to determine when overtime is appropriate and to minimize the costs of overtime by properly allocating available resources and personnel.

# 4.2 - Pay Procedures

<COMPANY NAME> has adopted the following policies with regard to wages and pay procedures.

1. **Pay Periods** – Wages are paid semi-monthly, on the 15th and the last day of the month. All employees must fill out and sign both Federal and State W-4 forms on or before their first day of employment. Employees may fill out new W-4s whenever circumstances require a change in their withholding for tax purposes. The Company will provide W-2 statements to employees following the end of each calendar year.
2. **Garnishments** - By law, the Company is required to honor legal garnishments of employees’ wages or salaries. The employee will be given a copy of the written notification and the Company will initiate the garnishment according to the stipulations outlined in the notification.
3. **Lost Checks** - Employees should report lost checks to <COMPANY NAME> immediately so a stop-payment order may be initiated. <COMPANY NAME> will determine when and if a new check will be issued, but it will be no sooner than one day after confirmation of the stop payment order and confirmation from the bank that the check has not been cashed.
4. **Payroll Deductions** - By law, the Company is required to deduct, where applicable, Federal, State, and Social Security/Medicare taxes and authorized garnishments. Deductions will also be made for employee contributions to benefit programs as authorized by the employee.
5. **Payroll Errors** - If employees believe there has been an error in the calculation of their paycheck, they should contact <COMPANY NAME> immediately. <COMPANY NAME> will review the employee’s Time Sheets and recheck the accuracy of the payroll check. If the error is verified, the employee will be notified and the discrepancy corrected during the next payroll processing. The Company reserves the right to correct both underpayments and overpayments on payroll checks if these should occur.
6. **Pay Raises** - Compensation changes are considered once a year following annual employee performance appraisals and are effective the first of the following budget period. Consideration is given in priority order based on: 1) the individual employee’s performance; 2) the supervisor’s evaluation and recommendations; 3) and general business standards and cost of living.
7. **Final Paychecks** - Whenever an employee’s employment ends with <COMPANY NAME>, the final paycheck will be available on the next regularly scheduled payday following their termination. This will be the case when employees resign, are dismissed or are affected by a layoff or the elimination of their position.

**CHAPTER FIVE: WORKING CONDITIONS AND HOURS**

# 5.1 - Work Schedule

The normal working hours for the Administrative Offices are from 8:00 a.m. to 5:00 p.m. Monday through Friday. Additional hours of work are subject to <COMPANY NAME> direction and prior approval. It is the employee’s responsibility to report to work as directed by <COMPANY NAME> or to notify <COMPANY NAME> before the scheduled start time when unable to report as scheduled.

# 5.2 – Smoking

No smoking is allowed in the Administrative Offices at any time or when representing <COMPANY NAME> at events. No smoking is allowed inside any Company vehicles. There are no exceptions to this rule, and any deviation may result in disciplinary action.

# 5.3 - Personal Phone Calls

Personal phone calls from or received at Company phones are strongly discouraged because the phone lines must be available for the business of the Company. If they are tied up on personal matters, it is very costly and unproductive for our business operations. Phone messages for employees will be taken and communicated by the Receptionist. Employee time on personal phone calls while being paid by <COMPANY NAME> is also a misuse of your time as an employee of the Company. *Personal long distance calls charged to the Company are strictly prohibited*.

# 5.4 - Personal Property

<COMPANY NAME> is not responsible and therefore not accountable for damage or loss to any personal property owned and brought to work at the Company by an employee or any other person. This includes, but is not restricted to personal desk or office items, purses and billfolds, radios and other electronic items.

# 5.5 - Safety

It is the Company’s policy to provide a safe and healthful working environment by following operating practices that will safeguard all employees. However, employee awareness is a key component to accident prevention. Therefore, employees are expected to report any unsafe situation of which they become aware.

All employees are expected to be safety conscious and assist the Company in finding conditions at Company Offices that might cause an accident. All employees are required to observe the guidelines listed below.

## Safety Guidelines

1. Observe all safety standards as required and report any safety violations or hazardous conditions immediately to <COMPANY NAME>.
2. Do not use unknown chemicals, materials or equipment at any time.
3. Horseplay and practical joking can result in serious injuries or death. This type of conduct is prohibited and will lead to disciplinary measures up to and including discharge.
4. Do not use chairs, stools, cans, or similar objects as ladders. When on a ladder, do not over-reach and always face the ladder steps.
5. Watch where you are going at all times. If debris is on the floor, take the initiative to clean up and remove it as a potential hazard.
6. When opening or closing doors (on the building or vehicles) keep your hands, feet and legs clear of the door edges and jams.
7. Injuries received at work, even though very slight, must be reported to <COMPANY NAME> through your immediate Supervisor and the Personnel Administrator. All accidents must be reported promptly and require your cooperation in determining any needed medical attention, filling out the necessary accident report and taking appropriate action to correct any unsafe conditions. Failure to report an accident promptly can result in a penalty to the Company and a denial of benefits to the employee.

# 5.6 - Workers’ Compensation

Should an employee suffer a work-related injury that requires the employee to miss work, the compensation received by the employee for the time missed will fall under general Workers Compensation guidelines. Specifically, the first three days (waiting period) of any lost-time accident will be unpaid by Workers’ Compensation. Starting on the fourth day of absence from work, authorized by a doctor, the Workers’ Compensation carrier will reimburse the employee a portion of their normal wage for each day thereafter until they return to work. The 3-day waiting period is payable if the disability exceeds 14 calendar days. <COMPANY NAME> does not reimburse an employee for wages lost when absent from work for a work-related accident.

# 5.7 – Business Travel & Expense Reimbursement

<COMPANY NAME> will reimburse employees for reasonable business travel and expenses incurred while on assignments away from their normal work location. All business travel and expenses are to be detailed on the Company’s Travel Reimbursement form with required receipts attached. The Reimbursement Request forms should be submitted on a timely basis so that semi monthly reimbursement can be processed. Certain major expenses, such as air travel, need to be approved in advance.

Please refer to the Company’s annual “Travel and Expense Reimbursement Guidelines” for the current operating year for more specific guidelines and information concerning travel and expense reimbursement.

#### CHAPTER SIX: LEAVES OF ABSENCE

# 6.1 - Military Leave of Absence

It is the policy of <COMPANY NAME> to provide such re-employment rights as are required by the laws of the United States. Military leaves of absence will be granted for regular full-time employees in keeping with all national defense programs in the following manner:

Employees entering active military service for a single enlistment period will be granted a general military leave of absence. The Company will make every effort to reinstate employees returning from military leave to their former jobs or equivalent position, depending upon the availability of such positions.

When orders to report for military duty are received by an employee of the Company, the orders are to be immediately brought to <COMPANY NAME> and a copy placed in the employee’s personnel file. Arrangements will be made for the employee’s absence. Failure to notify <COMPANY NAME> about pending military duty in a timely manner will not be acceptable.

# 6.2 - <State> Pregnancy Leave

<COMPANY NAME> complies with the <State> Pregnancy Leave requirements and provides leave for medical disability due to pregnancy for a period of up to <XX> weeks or the period of the disability, whichever is less. Employees will be required to use previously granted but unused PTO while on Pregnancy Leave for any days that are not covered by the Company’s Short-Term Disability Benefit Plan and will not be eligible for any paid holidays that may occur while they are on Pregnancy Leave. The employee’s current position or a position of equivalent pay will be provided to them if they return to work promptly within the lesser of eight weeks time or the end of their disability.

#### CHAPTER SEVEN: EMPLOYEE CONDUCT

# 7.1 - Absenteeism and Lateness

Employees are expected to report for work on time. Absenteeism and lateness are expensive and disruptive and they place an unfair burden on the Company and other employees. Unsatisfactory attendance will result in disciplinary measures leading up to discharge if not corrected.

***If employees are going to be late or absent for any reason, they must personally notify <COMPANY NAME> as far in advance as possible but no later than the start of the scheduled work time.*** (Not having a telephone will not be considered a viable reason for failing to notify the Company in a timely manner.) Explain why you are going to be absent/late, when you expect to arrive at work and where you can be contacted in the event it is necessary to do so. It will be the responsibility of the employee to ensure proper notification is given. Asking another employee, friend, or relative to give notification will not be considered proper notification except under emergency conditions.

Employees who are habitually late for work will be subject to immediate dismissal.

**Any employee who fails to give proper notification will be charged with an unexcused absence or lateness.** If notice is given but <COMPANY NAME> does not feel it justifies the occurrence, it will be considered unexcused.

An employee who is absent from work for two (2) consecutive days without notifying <COMPANY NAME> will be considered a voluntary resignation.

An employee who has an unexcused absence or two unexcused late arrivals during their first 30 days of employment may be discharged. Progressive disciplinary measures up to and including discharge will be administered for repeated absences and latenesses, whether excused or unexcused.

# 7.2 - Harassment Policy

<COMPANY NAME> believes that every employee has the right to be free from harassment because of race, age, color, creed, religion, national origin, disability, sex or sexual preference. An employee who is responsible for spoken or written remarks that are prejudicial on the basis of sex, sexual preference, disability, age, color, race, national origin or religious persuasion will be subject to discipline up to and including termination of employment.

Sexual harassment is defined as any of the following:

1. Unwelcome physical contact
2. Sexually explicit language or gestures
3. Uninvited or unwanted sexual advances
4. An offensive overall environment, including the use of vulgar language, the presence of sexually explicit photographs or other materials and the telling of sexual stories

Sexual harassment can come from other employees, clients or suppliers. Men as well as women can be victims. <COMPANY NAME> cannot stress enough that it ***will not tolerate any form of sexual harassment.***

<COMPANY NAME> is committed to providing a work environment that is free from harassment. This includes dealing with complaints employees bring to our attention and identifying harassing situations on their own.

Complaints against clients, suppliers or other employees are to be directed to the President or the Personnel Administrator. <COMPANY NAME> will investigate the matter promptly.

Violations by employees of this harassment policy will lead to disciplinary measures up to and including termination of employment.

Retaliation in any form against a person lodging a complaint of harassment will not be tolerated. If an individual feels they are being harassed in retaliation for lodging a complaint, they should immediately speak with their Supervisor or the Personnel Administrator. Retaliation against an employee who has lodged a complaint may result in disciplinary measures up to and including termination of employment.

# 7.3 - Ethics

1. The Company 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 the Company without approval from the President.
3. <COMPANY NAME> policy prohibits any employee of the Company to receive compensation at any time without prior approval from the President. Reimbursement from such activity should be made payable to <COMPANY NAME>.
4. Inquiries, solicitations and requests of a questionable nature should be immediately brought to the attention of the President.

# 7.4 - Drugs and Alcohol

The possession, dispensing, or use of an illegal or controlled substance on Company premises or at an Company work location is strictly prohibited. Employees who violate any of these provisions will be subject to immediate dismissal. Employees who report to work under the influence will not be permitted to begin work and will be subject to further disciplinary measures up to and including termination.

If there is sufficient cause, <COMPANY NAME> reserves the right to inspect employee’s coats, jackets, or other personal items to check for illegal or controlled substances. However, employees with problems relating to drug abuse are encouraged to contact the President or the Personnel Administrator in order to request help in securing counseling or other appropriate treatment.

An employee who consumes alcoholic beverages during normal work hours or in an Company vehicle will be subject to disciplinary measures up to and including termination of employment. Employees who report to work under the influence will not be permitted to work and will be subject to further disciplinary measures leading up to discharge. However, employees with problems relating to alcohol abuse are encouraged to contact the President or the Personnel Administrator for help in securing counseling or other appropriate treatment.

Consumption of alcohol is only permitted at Company sponsored social events or business related activities (business dinner or after regular business hours) and then only to the extent that it does not lead to impaired performance, inappropriate behavior, endangering the safety of self or others, or the violation of any law.

# 7.5 - Conflict of Interest

<COMPANY NAME> does not allow any employee to engage in activity that could jeopardize the integrity, growth, financial status, or confidentiality of clients.

No employee of <COMPANY NAME> will work for, be commissioned by, or receive payment for time spent or materials provided to any outside agency, company or Company without written approval from the President.

# 7.6 - Confidentiality

Every employee of <COMPANY NAME> is expected to protect the confidentiality of the Company’s clients and business records and files. Employees are also expected to keep confidential any business related information to which they have access, such as financial and sales information, marketing plans, lists, future promotional materials or plans and any other propriety information of the Company.

# 7.7 - Computer, E-mail and Internet Usage

# Information Technology includes hardware, software, network and data.

# Hardware includes computers, telephones, facsimile machines, printers, scanners and associated accessories and peripherals.

# Software includes e-mail, voice mail, web sites and installed software.

# Network includes landlines and wireless connections.

# Data includes everything generated from the above hardware, software, and network infrastructures, including electronic data (e-mails, files, web pages, etc.) and printed data.

# Information Technology furnished to employees by <COMPANY NAME> is the property of the Company and is intended for business use.

# Employees should take the necessary safeguard to protect Information Technology hardware, software, network and data from theft and loss.

# Employees should take the necessary safeguard to protect logins and passwords. Access Information should not be accessible by a cursory access to an employee’s work area. Access information should never be shared with anyone else without prior consultation with the Information Technology Department.

# Employees should take the necessary safeguard against malicious software before accessing any files including e-mails, electronic files, and web sites.

# Employees should not install any hardware and software without prior consultation with the Information Technology Department. Any unauthorized hardware and software installation may be removed without advance notice.

# Unauthorized access of restricted service or restricted file without prior authorization is a violation of Company policy.

# Unauthorized duplication of data and removal and transmission of such data to a non-<COMPANY NAME> location is a violation of Company policy.

# Misuse and disruptive actions of the Information Technology’s hardware, software, network and data infrastructure at any time is a violation of Company policy.

# Non-business use of the Information Technology’s hardware, software and network infrastructure during working hours for <COMPANY NAME> is a violation of Company policy.

# <COMPANY NAME> is committed to maintaining a workplace that is free from harassment and sensitive to the diversity of its employees. Therefore, the Company prohibits the use of Information Technology’s hardware, software and network in ways that are disruptive, offensive to others, harmful to morale or wasteful of employee time or business resources. For example, the public display or transmission of sexually explicit images, messages and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or show disrespect toward others.

# Information Technology’s hardware, software and network may not be used to solicit others for personal commercial ventures, religious or political causes, outside organizations, or other non-<COMPANY NAME> business matters.

# <COMPANY NAME> purchases and licenses the use of various third-party computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, <COMPANY NAME> does not have the right to reproduce such software for use on other computers except those who are specifically authorized to use it. Employees may only use software on authorized hardware and network. <COMPANY NAME> prohibits the illegal duplication of such software and its related documentation.

# Any security breach of the Information Technology, including unauthorized physical entries, unauthorized online entries, malicious software attacks, and equipment loss/theft needs to be immediately reported to the Director of Information Technology.

# Employees should notify their immediate Supervisor, the President or the Personnel Administrator if they observe employee violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

# To ensure compliance, hardware, software, network and data usage may be logged and monitored.

# 7.8 - 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 interest 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 the Company 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 Offices.

# Participation as a <COMPANY NAME> representative in any lobbying efforts for the purpose of influencing personal interests, or for the benefit of any or all of our clients, shall be referred for consideration of approval to the President.

# 7.9 - Corrective Action

As an employee, you are a representative of <COMPANY NAME>, and as such you are responsible for maintaining and building goodwill with all of our clients. For that reason, we have developed these corrective action guidelines with the goal to improve employee performance whenever possible.

Corrective action may be initiated when Company Management believes that an employee’s performance problems(s) can be resolved through certain measures. Corrective action is completely at the discretion of Company Management. <COMPANY NAME> desires to protect its investment of time and expense devoted to employee recruitment, orientation and training whenever this goal is consistent with the Company’s best interests. However, <COMPANY NAME> expressly reserves the right to discharge an employee “at will” as provided elsewhere in the Employee Handbook. Even if corrective action is implemented, it may be terminated at any time 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 for no reason.

It is essential that all disciplinary action be adequately and appropriately supported by written documentation to provide clear communication of the issues and to protect both the rights of the Company 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; however, Management may skip one or more of these steps as it deems appropriate.

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 these requirements. Management will consider the severity of the problem, the employee’s previous performance appraisals and all of the circumstances surrounding each particular case. Management will identify the problem, the requirements for performance improvement, the changes in performance needed for the employee to correct the problem and the time period by which the problem must be corrected.
2. **Written Warning:** If the unacceptable performance or behavior continues at an unacceptable level, the next step will be a written warning. However, some problems such as a violation of a widely known policy or safety requirement will justify a written warning without the Corrective Meeting. The written warning will define the problems and what actions must be taken to correct it. The seriousness of the problem will be emphasized and the written warning will also indicate that probation or termination, or both, may result if improvement is not observed within an agreed upon period of time. A written warning becomes part of an employee’s personnel file.
3. **Probation:** If the problem has not been resolved following the written warning and/or the circumstance warrant it, the employee may 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 will determine the length of probation after a review of the employee’s corrective action process. A written probationary notice will be prepared by Management and provided to the employee. The notice should include the following:
* A specific statement of the unsatisfactory performance or conduct
* A review of previous oral and written warnings
* The length of the probation
* The specific behavior modification or level of acceptable performance that must be achieved
* Suggestions for improvement
* The date(s) for scheduled meeting(s) to review progress during the probationary period
* A statement that further action, including termination, may result if the defined performance improvement or behavior modification does not occur prior to the end of the probationary period. 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 notice and to answer any questions from the employee. The employee should acknowledge receipt by signing the probationary notice. However, if the employee refuses to sign, Management will sign attesting that it was delivered to the employee, the date of delivery, and that the employee refused to sign. The probationary notice becomes part of the employee’s personnel file. On the scheduled probationary meeting dates, the employee’s progress in correcting the problem that led to the probation should be noted and then included in a brief written summary of each meeting. Copies of these summaries should be provided to the employee and placed in the employee’s personnel file.

# 7.10 - Threats and Workplace Violence

“Violence” is defined to include physically harming another, shoving, pushing, harassment, intimidation, coercion, brandishing weapons and threats or talk of violence. A threat can be defined as any expression of an intent to cause physical harm to another person. Unfortunately, it is difficult to know if a threat is serious, idle, or an unfortunate attempt at humor. At times, threats have been dismissed as “just talk,” but have proven to be serious. However, threats, threatening behavior, or acts of violence against employees, clients, or other individuals by anyone at <COMPANY NAME> Offices will not be tolerated.

All threats will be taken seriously. All Company employees are responsible for notifying their Supervisor or the President of any threats they have witnessed, received, or been told that another person has witnessed or received. The source of the report will remain confidential to the extent that is possible, but each report will be promptly and thoroughly investigated. Any person making threats or exhibiting threatening behavior may be removed from the premises pending the results of an investigation.

***<COMPANY NAME> has a “zero tolerance” for violence. Employees who display violence in the workplace or threaten violence in the workplace will be subject to immediate termination for cause. Any talk of violence should be reported immediately to your supervisor or the President***rotection from acts of violence while at work requires vigilance, cooperation, and sensitivity to each other’s safety. It is a shared responsibility.

# 7.11 - Appropriate Dress

Employees are expected to dress in a manner appropriate for a professional office environment. <COMPANY NAME> expects you to maintain a neat and pleasing personal appearance at all times during working hours. Visible tattoos, body piercing jewelry, worn or soiled clothing, and clothing items that are provocative or too revealing are not allowed. Personal hygiene is also important as all employees are expected to be clean and well groomed in appearance. Proper business attire is expected of our employees whenever they are representing <COMPANY NAME>.

Employees who do not meet these dress standards will be asked to leave work and go home on their own time to make required changes in dress or grooming.