

Following this page are the first 21 pages of our 37-page attorney-drafted employee handbook for both hourly and salaried employees. Our handbooks are fully customizable and easy to edit in a Word format. Acknowledgement forms are included for the employee to sign.

***If you are a nonprofit organization, you need to use our employee handbook specifically for nonprofit organizations.***

Our employee handbook was drafted and is updated regularly by a licensed employment law attorney to help protect business owners from employee lawsuits and workplace disputes. There are instructions and information from the attorney throughout the handbook to help you.

Employment laws are complex; to use anyone other than a licensed employment attorney to draft your handbook and employment documents could put your company at risk for employment-related legal problems.

You can order our attorney-drafted employee handbook (or call with questions) at 1-800-524-7116 between 9am and 7:00pm CST (Monday - Saturday) or order online 24 hours a day at:

<http://www.FreeBusinessForms.com/employee.html>



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[Your Company Name]

# EMPLOYEE MANUAL

**THIS EMPLOYEE MANUAL DOES NOT CREATE A CONTRACT OF EMPLOYMENT BETWEEN YOU AND COMPANY.**

**YOUR EMPLOYMENT WITH COMPANY IS “AT WILL” MEANING THAT EITHER YOU OR COMPANY MAY TERMINATE YOUR EMPLOYMENT AT ANY TIME WITH OR WITHOUT CAUSE.**

**THIS EMPLOYMENT MANUAL SUPERSEDES AND REVOKES ANY PREVIOUSLY ISSUED EMPLOYEE MANUAL(S) OR HANDBOOK(S).**

**NO ONE, OTHER THAN THE COMPANY’S PRESIDENT, HAS THE AUTHORITY TO CREATE A CONTRACT OF EMPLOYMENT BETWEEN YOU AND COMPANY OR TO ALTER THE AT WILL NATURE OF YOUR EMPLOYMENT RELATIONSHIP WITH COMPANY.**

ACKNOWLEDGED AND ACCEPTED:

DATE: \_\_\_\_\_

EMPLOYEE NAME (PRINT): \_\_\_\_\_

EMPLOYEE (SIGN): \_\_\_\_\_

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## **(1) Welcome Message from the President**

Dear Employee,

Welcome to [Your Company Name]!

We are excited to have you as part of our company. [Your Company Name] is committed to quality work and superior customer service in all aspects of our business.

We value our employees and encourage them to make productive suggestions. We want you to succeed at your job.

This Employee Manual, inclusive of an Acknowledgement Form, sets forth the general administrative policies, goals, and benefits of [Your Company Name] and replaces and supersedes any prior employee manual(s). The contents of this Manual are confidential and are not to be distributed to or shown to anyone else outside the Company, excepting your spouse or registered domestic partner, legal, financial, tax, and spiritual advisors, as required by a legal tribunal of competent jurisdiction or by any applicable law, in connection with an administrative or legal claim, or if required by your job duties. This Manual remains the property of [Your Company Name] and must be returned upon request or at termination of employment.

[Your Company Name] complies with any federal, state, and local law applicable to the policies in this Manual, and, in the event of a conflict between this Manual and applicable law, as amended from time to time, applicable law shall prevail.

You should use this Manual as a reference as you pursue your career with us. Each of the policies is dated and is current as of that date, but may be unilaterally canceled or amended by [Your Company Name] at any time, with or without notice, and we shall also reserve the right to deviate from the policies herein in our sole discretion. When there is a change in a policy we will update this Manual as soon as possible. Feel free to discuss with us any questions you may have about this Manual or about your employment with us.

To your success at [Your Company Name].

Sincerely,

[President Name]

President [or other title, e.g., CEO or Human Resources Manager]

## **(2) Company Operations**

The success of [Your Company Name] (hereinafter “Company”) is based on providing great products and services to our customers, every day. Our [motto/mission] is [Company Motto/Mission]. Our [product line / services] include(s):

The organization of the company can be seen in the below flow chart, with [President Name] as the President of the Company.

Key contact information for [Your Company Name] is as follows:

[Address(es)]

[Phone Number(s)]

[Fax Numbers(s)]

[Email Address(es)]

[Website(s)/Intranet]

[Hours of Operation]

[Security / Gate / Alarm codes]

### **(3) Equal Opportunity; Immigration Law**

#### **3.1. Equal Opportunity Statement**

[Your Company Name] is an equal employment opportunity employer and does not discriminate against employees or job applicants on the basis of race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, genetic information, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies. Nor does Company tolerate discriminatory behavior by its employees.

This policy extends to all aspects of the employment relationship, including, but not limited to, recruiting, interviewing, job assignments, training, compensation, benefits, discipline, use of facilities, participation in Company-sponsored activities, termination and layoff, and all other terms, conditions, and privileges of employment.

#### **3.2. Immigration Law Compliance**

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), [Your Company Name] only employs individuals who are legally authorized to work in the United States. Furthermore, we do not continue to employ any individual whose legal right to work in the United States has been terminated.

U.S. Citizenship and Immigration Services Form I-9 is used to verify your identity and employment eligibility. You must complete the employee section of Form I-9 and provide the required documentation supporting your identity and employment eligibility before you may begin working.

#### **3.3. Americans with Disabilities Act Compliance**

[Your Company Name] adheres to the Americans with Disabilities Act (ADA), as amended, and other applicable laws and makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. The ADA requires employers to provide a reasonable accommodation to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to the employer.

A qualified individual is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of position, and who, with or without reasonable accommodation, can perform the essential functions of the position. We are committed to

providing reasonable accommodation to the known physical or mental limitations of such individuals so they can perform the essential functions of a job, unless such accommodation would create an undue hardship to us. If you need an accommodation under the ADA, you should immediately notify us to initiate this interactive process.

## **(4) Policies and Rules**

### **4.1. Employment – Classification**

As an employee of [Your Company Name], you are an “employee at will”. This means that either you or [Your Company Name] may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice.

Any information outlined in this Manual or in any other Company document does not modify the employment at will policy and should not be interpreted to mean that termination will occur only for “just cause”. This Manual does not create an express or implied contract of employment for a definite and specific period of time between us, or otherwise create express or implied legally enforceable contractual obligations on our part concerning any terms, conditions, or privileges of employment. Except for a formal written employment agreement executed by employer and employee, any documents or statements, written or oral, prior, current, or future that conflict with this employment at will policy are void.

**Regular Full-Time** is an employee who has no termination date and who is regularly scheduled to work forty (40) or more hours per week. Regular full-time employees may be either exempt or non-exempt from overtime pay.

**Regular Part-Time** is an employee whose position has no termination date and who is scheduled to work ten (10) or more hours, but less than forty (40) hours per week.

**Temporary Employee** is an employee who is hired for a certain length of time and who is paid only for their hours worked. A temporary employee will not receive any benefits or holiday or vacation pay.

**Provisional Employee** is an employee who has not yet completed the ninety (90) day provisional period after first being hired, as detailed in Section 4.16 of this Employee Manual. At-will employment remains at-will during and upon the completion of the provisional period.

**Exempt Employee** is generally an employee who is an executive, professional, administrator, outside salesperson, or supervisor of other employees. Exempt employees may be paid a salary, without overtime.



**Nonexempt Employee** is an employee who does not qualify for exempt status, and is generally paid on an hourly basis, including overtime.

Any concerns about your employee classification should be addressed to your supervisor.

## **4.2. Proprietary Information and Conflicts of Interest**

### Proprietary Information

As the result of your employment with us, you will acquire and have access to certain confidential and proprietary information belonging to [Your Company Name]. This includes our trade secrets, personnel information, suppliers and vendors, procedures, cost of merchandise, sales data, price lists, financial information, records, business plans, business processes and know-how, prospect names, business opportunities, confidential reports, customer lists and contracts, as well as any other information of special and unique value to us. Such proprietary information may be in electronic form and may or may not be marked as or designated as “confidential” or “proprietary”.

As a condition of employment, you must and hereby do agree that all such information is our exclusive property, and you will not at any time, either at work or after hours, directly or indirectly, use or disclose to anyone any such information, or comment to anyone outside [Your Company Name] about the information, except in the responsible exercise of your job duties, or to a government or law enforcement agency when you reasonably believe the information discloses a violation of a federal, state, or local law or regulation. Disclosing such information includes oral or written communication to others, whether in conversation, by mail or fax, by email, instant message, text message, or by posting to an Internet Web site, blog, or social networking site, and whether or not any compensation is promised or received, directly or indirectly, in return for such disclosures. Signing a separate proprietary information agreement further clarifying this policy at our request is also a condition of your continued employment. In the event of any conflict between the proprietary information policies in this Employee Manual and in a separate written confidentiality, proprietary information, or employee loyalty agreement, the terms of any such agreement(s) shall control during its term.

Violation of our confidential information policy may result in disciplinary action, up to and including termination, civil litigation, and criminal prosecution. If you are ever unsure of your obligations under this policy it is your responsibility to consult with your supervisor for clarification.

### Conflicts of Interest

It is our policy that employees must avoid conflicts of interest or the appearance of conflicts of interest in the performance of their jobs. While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts from which you must refrain are described in this Section 4.2.

You may not, without the written approval of your supervisor, conduct business with a relative, or with any business entity or organization with which you or your relative has a direct or indirect financial interest (except publicly traded companies). For purposes of this section, a relative is defined as someone related to you by blood, marriage, or adoption, or whose relationship with you is similar to that of the persons who are related to the employee by blood, marriage, or adoption.

You may not engage in any type of self-employment or employment by another to an extent that such employment interferes in any way with the performance of your employment with us. You may not compete with us, nor render services to, or have any financial or management interest in any competitor of the company (excluding publicly traded companies). If any of your relatives are competing with us, or working for, or having a financial interest in a competitor, vendor, or customer (excluding publicly traded companies), you must promptly report the facts and circumstances to your supervisor for review.

You may not accept or provide personal gifts, services, meals, or entertainment, or allow or arrange for a relative to accept or provide any of these, from or to any vendor or customer of the company, or from or to any supervisor or subordinate employee of the company, with a value of \$50.00 or more per calendar year in the aggregate. Any gift, service, meals, or entertainment above \$50.00 amount in a calendar year must be reported to your supervisor and may need to be declined, returned, or shared with Company or other employees, depending on the facts and circumstances, which you must also disclose to your supervisor.

### **4.3. Personal Information and Employee Records**

It is important that our personnel records are accurate at all times. In order to avoid problems with your benefit eligibility, tax liability, or our ability to communicate with you regarding shift changes and the like, we require you to promptly notify your supervisor or human resources representative of any change in your name, home address, telephone number, number of dependents, or any other information pertinent to your employment. You must complete and submit a new IRS Form W-4 (<http://www.irs.gov/pub/irs-pdf/fw4.pdf>) to us any time any of the information reported on the form changes.

### **4.4. Attendance and Punctuality**

[Your Company Name] believes that a good record of attendance and punctuality is an essential component of good work performance. You are expected to be at your work station, dressed and equipped appropriately and ready to work, at your scheduled start time. If, for any reason, you are unable to report for work on time, or unable to remain at work until the end of your shift or normal work day, you must notify your supervisor directly as soon as possible and before your regular starting time.

All time off must be requested in advance and should be submitted in writing as outlined in the appropriate categories, except for sick leave. (See Sick Leave and other categories for specific details outlined below.) Excessive absences may result in disciplinary action, up to and including termination.

All notifications of absences must be face-to-face, in writing in a letter or on a Company-provided form, or by telephone to your supervisor, as designated from time to time. No employee may “call in sick” by email, instant message, text message, or social media, and – except in an emergency – it is not acceptable to call in sick less than an hour before you are due to report to work.

#### **4.5. Dress Code**

At work, you must maintain a clean, safe, and professional appearance. Your attire should be consistent with safety considerations and the type of work you are performing, as well as with the position you hold and the image Company seeks to project to others. Clothing must be neat and clean. Good personal grooming and hygiene are also essential and contribute to a professional appearance. Management, sales personnel, and those employees who come in contact with the public, are expected to dress in accepted business tradition. Examples of inappropriate dress include bare feet, flip-flops, tanks tops, midriffs, bathing suits, cut-off and ripped jeans, and clothing with obscene or distasteful slogans or gestures. Any required uniform and/or safety equipment will be provided to you at Company expense, but it is your responsibility to keep these uniforms and equipment clean.

If you have further questions about your expected attire, please discuss these questions with your immediate supervisor.

#### **4.6. Work Hours and Overtime Pay**

##### Nonexempt Employees:

The regular, full-time work day is eight (8) hours, and forty (40) hours represents a normal work week, commencing 12:00 AM Monday and ending at 11:59 PM on the following Sunday. While

you are generally expected to work the number of hours stated above, we cannot guarantee that you will actually work this many hours in any given day or week.

For nonexempt employees, overtime work is only performed when approved in advance by your supervisor. You are expected to work necessary overtime when requested to do so, and you will receive time and one-half regular pay for time worked exceeding forty (40) hours in any given work week.

When computing total hours worked in a work week for purposes of calculating overtime pay, only hours actually worked are counted. Time off from work, such as holidays, vacation time, and sick leave is not counted as hours worked even if you are paid for such time off.

#### Exempt Employees:

The normal work day is eight (8) hours, and forty (40) hours represents a normal work week, commencing 12:00 AM Monday and ending at 11:59 PM on the following Sunday. While you are generally expected to work the number of hours stated above, we do not guarantee that you will actually be able to perform all of your work duties in this amount of time. You are expected to put in the amount of time over 40 hours per week necessary to complete your job duties and occasionally, substantial extra work may be required. If you are overburdened with work and unable to complete your assignments with a moderate amount of additional work each week, please speak to your supervisor; however, an increased workload is often part of having more responsibility at work and receiving increased pay.

Exempt employees are not paid overtime for hours worked above 40 hours per week; some amount of expected work over 40 hours per week is built into your compensation package as a salaried employee.

#### **4.7. Time Clock and Time Cards**

When requested by your supervisor, you must punch in at the start of your work shift and punch out at the end of your shift. You are not allowed to punch the time clock of another employee. Should your time card be incorrectly punched, your supervisor will note the correct start and/or end time, and initial the correction, or update it in the time-keeping software. Your supervisor must approve all time entries that have any corrections or adjustments. Failure to clock in and out may result in loss of pay for unverifiable work, and – for repeated failure to use the time clock – in disciplinary action, up to and including termination.

Alternatively, your supervisor may require that you keep track of your days at work, and your meal breaks, and vacation time and other time off, on a time sheet, or that you report these items to your supervisor or other Company representative, who will track them for you. A new time

card or time sheet should be used for each period and your card or sheet for the prior period submitted promptly to your supervisor.

Vacations days, sick days, holidays, and absences such as jury duty, funeral leave, or military training, should be specifically noted on the time cards or time sheets for days on which they occur. Paid vacation and holidays should be counted and used as full workdays.

Time cards and time sheets must be completed accurately. Your signature on the time card, time sheet, or printout is required to certify its accuracy as a record of the time actually worked. Falsifying a time report can lead to disciplinary action, up to and including termination. Furthermore, the falsification of a time card or sheet is a fraudulent act for which you may be prosecuted.

#### **4.8. Meal Period**

Nonexempt employees are allowed a daily thirty-minute unpaid meal break. Meal breaks will generally be taken on a staggered schedule so that your absence from work does not create a problem with our day-to-day operations. Any other breaks during the work day must be approved in advance by your supervisor and shall also not be paid, except as otherwise required by law.

Exempt employees may take a meal break and a reasonable amount of other breaks at their reasonable discretion.

If you are unable to take your meal, rest, or other breaks in a timely fashion, please notify your supervisor or human resources representative immediately.

#### **4.9. Safety and Accident Rules**

Safety is a priority at [Your Company Name]; we strive to provide a clean, hazard-free, and safe environment in accordance with the Occupational Safety and Health Act of 1970.

As an employee, you are expected to take part in maintaining this environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment when required. It is your responsibility to learn the location of all safety and emergency equipment, as well as the safety and/or emergency phone numbers.

You may be required to purchase and maintain some of your own safety equipment. Any problems with Company-provided safety equipment should be reported to your immediate supervisor. If it is not safe to work for any reason, report the problem to your supervisor immediately.

All work related accidents are covered by Worker's Compensation Insurance pursuant to the laws of the state(s) in which we operate.

#### **4.10. Smoking**

Our goal is to provide a healthy and pleasant work environment for all employees. We prohibit any form of tobacco use on Company premises.

#### **4.11. Use of Company Property**

We will provide you with the necessary equipment to do your job, which may include one or more keys, access cards, cell phones, vehicles, and office supplies. This equipment is provided for use in connection with Company's business, in an appropriate manner, with due care, and should not be removed from Company property unless approved by your supervisor. When your employment terminates, you must immediately return all such Company equipment, or civil or criminal legal action may be taken to recover Company property or its replacement cost.

Any items or packages brought into or taken out of the work place are subject to inspection at any time. Likewise, any personal desk, filing cabinet, locker, or other storage space provided to you is also subject to inspection at any time. Do not take pictures of Company premises, property, or personnel, or make copies of Company documents or files.

Personal telephone calls and text messaging should be kept to a minimum when using Company phones, unless authorized by your supervisor. Any such personal use should be made at a time and place that does not interfere with your or your co-workers' job performance. Company reserves the unilateral right to review, monitor, access, audit, intercept, and disclose an employee's use of telephone (including VOIP and videoconference) and radio communications at any time, with or without notice, and with or without an employee's permission. You should have no expectation of privacy or confidentiality with respect to any use of the telephone, voicemail, or two-way radios at work.

Use of Company's stationery, office supplies, or postage for personal use is strictly prohibited, and Company logos and trademarks may not be used without advance written permission, except for work-related purposes within the scope of your employment.

Company premises, telephones, and email are not to be used for employees or others to engage in the practice of soliciting collections or donations; selling raffles, goods, or services; operating betting pools; or solicitations of any kind.

Use of radios, audio headsets, and televisions, Company-owned or otherwise, is at the discretion of Company supervisors only, and – if allowed – must be used in a manner that does not interfere with the safety of the work place or with the ability of fellow employees to perform their work.

Parking on Company property shall be subject to posted parking rules and is limited to one properly insured and registered vehicle per employee. No storing of vehicles during off hours, vacation, or leave is permitted.

#### **4.12. Use of Company Computers, E-mail, and Internet**

Use of Company computers, printers, peripherals, and electronic equipment is primarily for job-related or approved activities only, and for use in a professional and productive manner. Inappropriate use of Company computers may subject you to discipline, up to and including termination, and inappropriate use includes, but is not limited, to the following:

- A. Use of Company computers to send or receive messages, pictures, or computer files which are illegal, pornographic, sexist, racist, harassing, discriminatory, defamatory, or physically threatening or intimidating. If you receive such material, you should notify your supervisor immediately.
- B. Creating or forwarding spam, junk, or chain emails, including non-Company related solicitations for religious, political, charitable, fundraising, or social purposes.
- C. Loading software that is not approved in advance by your supervisor.
- D. Making illegal copies of licensed software.
- E. Downloading or streaming music or video files for non-Company related purposes, unless approved in advance by your supervisor.
- F. Using software or techniques that would provide unauthorized access to Company's computers or would disrupt our equipment in any way.
- G. Using Company computers, printers, or email excessively for personal and/or non-Company related use, for economic gain or otherwise, including personal email, shopping, blogging, and social media, unless authorized by your immediate supervisor.
- H. Sending or posting Company or vendor or customer confidential information, whether anonymously or otherwise, by email, text, instant message, videoconference, or posting to any Web site, blog, or social media site.
- I. Unauthorized use of Company trademarks, names, logos, letterhead, and copyrighted material.

Employees may be disciplined or terminated for inappropriate use of technology, even when such use does not involve Company computers, systems, or property. You should not assume any inappropriate email or text message sent or posted to a Web site, blog, or social networking

Web site is private; such communications may eventually come to Company's attention and, depending on the circumstances and content, result in discipline up to and including termination.

Any message or file created or sent using any Company computer or other electronic device is the property of Company. You should have no expectation of privacy or confidentiality in any message or file that is created, stored, or sent using the computers or other communication equipment belonging to Company, and we reserve the unilateral right to review, monitor, access, audit, intercept, copy, print, read, disclose, modify, retrieve, and delete any work you do on our computers and mobile devices, including email.

If provided, your Company email account is primarily for business communication rather than for personal use. Except as authorized by your supervisor in the course of your work duties, you are not authorized to access the computer(s), email account(s), or files of any other Company employee.

If provided, Internet access is likewise primarily for business purposes rather than for personal use, and we reserve the unilateral right to review, monitor, access, audit, intercept, and disclose your use of the Internet at any time, with or without notice, and with or without your permission. You should have no expectation of privacy or confidentiality with respect to any use of the Internet at work.

You must take reasonable precautions against receiving or spreading computer viruses, as well as against wasting computer resources, including computer time, and email server and Internet access bandwidth. Even with these precautions, the Internet contains millions of pages, and we cannot be responsible for sexually explicit, offensive, or otherwise unpleasant information or images which you may come across in accessing the Internet for business purposes.

None of the policies in this manual shall be interpreted or applied so as to interfere with the protected rights of employees to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

### **4.13. Use of Mobile Communication Devices**

#### **General Policy**

Your use of Company cellular telephones, tablets, notebook, and laptop computers, and other mobile communication devices is primarily for job-related or approved activities only. These policies apply to any communications device that makes, sends, or receives phone calls, emails, text messages, instant messages, photographs, and/or graphics, or has the capacity to browse the Internet. Inappropriate use of such devices, which may be defined from time to time at the discretion of Company, may subject you to discipline, up to and including termination.



Likewise, use of your personal mobile communication devices during work hours or on Company premises is subject to restrictions and may subject you to discipline, up to and including termination. We are not responsible for the loss or damage you may occur to your mobile device at work. You are encouraged to leave expensive belongings at home.

Mobile communication devices are a distraction while working at our company. Telephone calls during regular work hours may interfere with employee efficiency and safety while performing your job. And they also can be a distraction to other employees around you. Employees are therefore directed to make personal calls during approved breaks and meal periods. During regular work hours all cellular telephones and similar electronic communication devices must be turned off.

#### Exceptions

The foregoing General Policy does not apply to mobile communications devices we supply that are used exclusively for Company business. However, when using the telephone for Company business, please be mindful of other employees around you and attempt to minimize distractions for them.

The foregoing General Policy does not apply when there is an emergency that requires that you be accessible by phone, such as a medical emergency. If you are in doubt as to what constitutes an emergency for this purpose, please consult your supervisor before using your mobile communications devices at work.

#### **4.14. Substance Abuse Policy**

[Your Company Name] takes seriously the problem of drug and alcohol abuse and is committed to providing a workplace free of such substances. This Substance Abuse Policy applies to all employees of Company.

We will not tolerate employees that are impaired by or under the influence of alcohol or drugs while working. No employee is allowed to consume, possess, sell, or purchase any alcoholic beverage on any property owned, leased, rented, or operated by Company, or in any vehicle owned or leased by Company. No employee may use, possess, sell, transfer, or purchase any drug or other controlled substance that may alter an individual's mental or physical capacity while working for Company. The exceptions are over-the-counter pain relievers and the like, used as intended and directed, and any other drugs that have been prescribed to you, and which are being used as prescribed by your doctor.

In cases where the use of alcohol or drugs poses a threat to the safety of other people or property, you must report the violation. Employees who violate our Substance Abuse Policy will be subject to disciplinary action, up to and including termination.

As a part of our policy to ensure a drug and alcohol free workplace, within the limits of applicable federal, state, and local laws, we reserve the right, in our sole discretion, to test for drugs and alcohol at our expense. Some such situations may include, but not be limited, to the following:

- A. In conjunction with an offer of employment with Company, where allowed by statute;
- B. Where there are reasonable grounds for believing an employee is under the influence of alcohol or drugs;
- C. As part of an investigation of any accident in the workplace in which there are reasonable grounds to suspect alcohol and/or drugs contributed to the accident;
- D. On a random basis, where allowed by statute;
- E. As a follow-up to a rehabilitation program, where allowed by statute;
- F. As necessary for the safety of employees, customers, or the general public where allowed by statute.

All tested employees will be able to receive a copy of the laboratory results that certify the results or the testing done. It is a condition of your employment and continued employment with Company that you comply with the Substance Abuse Policy.

#### **4.15. Harassment and Discrimination Policy**

[Your Company Name] is proud of our work environment in which all employees are treated with respect and dignity. It is our policy that all employees have the right to work in an environment free from any type of illegal discrimination or harassment, including racial and sexual harassment. Any employee found to have engaged in any form of discrimination or harassment, whether verbal, physical, or arising out of the work environment, and whether in the work place, at work assignments off-site, at Company-sponsored social functions, or elsewhere, is unacceptable and will not be tolerated.

Our general harassment policy is designed to ensure that all individuals work in an environment that promotes equal opportunities and prohibits discrimination and harassment on the basis of race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, or any other status or condition protected by applicable federal, state, or local laws.

We are a multi-cultural firm and we must all be sensitive to and tolerant of the background of others. When in doubt, don't say it or do it.

### Sexual Harassment

For purposes of this policy, sexual harassment is defined as follows:

Unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, but are not limited to, unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes, flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess, sexual deficiencies, or about sexual topics in general; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting; obscene comments, gestures, emails, and text messages; and display in the work place of sexually suggestive objects or pictures.

### Racial Harassment

For purposes of this policy, racial harassment is defined as all inappropriate conduct and activity taken against an individual because of his or her race and/or national origin.

Examples of racial harassment include, but are not limited to, racial comments, racial jokes or emails or text messages, treatment of an individual differently because of his or her race, and all other activities defined by Title VII of the U.S. Civil Rights Acts of 1964.

If you believe that you have been the victim of sexual or other harassment or discrimination in the work place, you should take the following steps:

- A. Report and discuss the matter with your supervisor.
- B. If you believe your supervisor or manager to be the source or a participant in the harassment, report this to another supervisor or member of management.

We will investigate and attempt to resolve your complaint, as well as take any warranted disciplinary action, as soon as possible. If for any reason you believe this has not occurred within a reasonable period of time, refer this problem to any other supervisor in the company, or to the Company President.

Retaliation against any individual who makes a good faith complaint, or who cooperates in the investigation of any complaint, is strictly prohibited and should be reported immediately.

#### **4.16. Performance and Salary Reviews; Provisional Period**

Periodic employee reviews are based on job description and work performance. Wage increases will be based upon reviewing these results as well as the following: Dependability, cooperation, attitude, and any disciplinary actions that have been taken (in addition to overall Company or department profitability and financial outlook). Your supervisor will review and discuss with you your hourly wage or salary and your job position and expectations during your review.

During the sixty (60) day provisional period upon first being hired, you understand that you will not be considered a regular employee until you have satisfactorily completed this required provisional period of employment, as determined by Company management. The purpose of the provisional period of employment is to determine your job satisfaction and to allow us to evaluate your job performance.

During said provisional period, you may or may not be eligible for some of the benefits offered by Company to regular employees. The end of the provisional period does not change your employment at will status. Your employment may be terminated before or after the end of the provisional period.

#### **4.17. Payroll**

##### Nonexempt Employees

You will be paid for your work on the regularly-scheduled payday in the week following the week in which the work was performed.

##### Exempt Employees

You will be paid for your work on the regularly-scheduled paydays of the month commencing the pay period after that in which you begin work. Pay checks are normally issued either once every two weeks, or twice a month, in Company's discretion or as required by state law.

## All Employees

Pay checks may be mailed or picked up during normal business hours. In the event that a regularly scheduled payday falls on a weekend or holiday, you will receive your pay on the prior business day. If a regular payday falls during your vacation, your paycheck will be available upon your return from vacation, or will be mailed to the address we have on file for you. Optional direct deposit of pay checks may also be available; ask your supervisor or human resources representative for an authorization form.

If you believe there is an error in your pay check, notify your supervisor or human resources representative immediately, and we will make every effort to investigate and correct the issue as quickly as possible. If your pay check is lost or stolen, notify your supervisor or human resources contact immediately. A new pay check will be issued after payment has been stopped on the original check. We will not be obligated to indemnify you for any monetary loss suffered as a result of a lost pay check if we are unable to stop payment on the original check.

Company will deduct Federal Social Security and Income Tax and all other legally required deductions from your payroll check each pay period. Any group insurance premiums will also be deducted from your payroll check each pay period.

## **4.18. Absence and Leave Policy**

### Overview

The terms “absence” and “leave” are sometimes used interchangeably in this Manual; however, “absence” typically refers to a short period away from work, such as a sick day, and “leave” typically refers to time away from work pursuant to a specific leave policy and may often have a longer duration than the typical absence. While occasional absences are sometimes unavoidable and our leave policies are available for employees who qualify, leave is available only for limited reasons, and there are a number of often complex rules associated with the various types of leave available. Failure to follow these rules may result in loss of leave, loss of other benefits, discipline, or termination of employment. There may be instances where two or more leave policies provide overlapping coverage. It is the intention of the company when leave policies overlap to provide leave under only the single most favorable leave policy available to you under the circumstances. Activities while on leave shall be consistent with the stated reason(s) for the leave, and paid or unpaid employment, or other activities inconsistent with the stated purposes of the leave are prohibited without prior written approval and may result in discipline up to and including denial of continued leave and termination of employment. All Company leave policies will be administered in accordance with applicable law.

### Requesting Absence or Leave

You will generally be required to provide documentation or other evidence substantiating your need for an absence or a specific type of leave. In all instances specified in Sections 5.1 through 5.10, as described below. All leave reporting and requests, and requests for extensions of previously granted leave, or for an additional type of leave, must be made in writing on approved Company forms if applicable whenever possible, and otherwise in person or by telephone. Minimum advance notice for foreseeable, planned absences or leave is fourteen (14) calendar days in advance. For emergencies, make notice to us as soon as possible, and then, for leave requests, follow up with a formal written request as soon as possible.

#### Unauthorized Absence or Leave

After three (3) days of unauthorized absence or leave, and if we have received no acceptable explanation from you or on your behalf, we may elect to assume you have abandoned your employment and terminate your employment. Failure to request leave fourteen (14) or more calendar days in advance may result in our denial or conditioning of the requested leave, or in your discipline or termination.