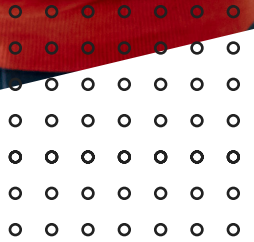


APPENDIX H

General Handbook Template

# EMPLOYEE HANDBOOK

(Insert logo and  
company name)



## Welcome

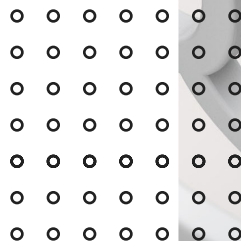
Welcome to **COMPANY**! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further **COMPANY**'s goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/ products in the industry. With your active involvement, creativity, and support, **COMPANY** will continue to achieve its goals. We sincerely hope you will take pride in being an important part of **COMPANY**'s success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to let me know.

Sincerely,

OWNER/SUPERVISOR



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## Employment at Will

Employment at **COMPANY** is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the **President of the company**.

This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. **COMPANY** employees have the right to engage in or refrain from such activities.

## Equal Opportunity and Commitment to Diversity

### Equal Opportunity

**COMPANY** provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

**COMPANY** expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of **your manager**. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels they have been subjected to any such retaliation, they should bring it to the attention of **your manager**.



Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. “Adverse conduct” includes but is not limited to:

- ▣ shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- ▣ express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
- ▣ denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

## Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, **COMPANY** will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result

Employees who may require reasonable accommodation should contact **your manager**.

## Commitment to Diversity

**COMPANY** is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at **COMPANY** and is an important principle of sound business management.





## Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

It is **COMPANY**'s policy to provide a work environment free of sexual and other harassment. To that end, harassment of **COMPANY**'s employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. **COMPANY** will take all steps necessary to prevent and eliminate unlawful harassment.

**Definition of Unlawful Harassment.** "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

**Definition of Sexual Harassment.** While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:





- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:



- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.



All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at **COMPANY**.

**Complaint Procedure.** Any employee who believes they have been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or manager, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, **COMPANY** will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.



# Conflicts of Interest and Confidentiality

## Conflicts of Interest

**COMPANY** expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. **COMPANY** recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the company.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

Simultaneous employment by another firm that is a competitor of or supplier to **COMPANY**.

- Carrying on company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
- Holding a substantial interest in, or participating in the management of, a firm to which the company makes sales or from which it makes purchases.
- Borrowing money from customers or firms, other than recognized loan institutions, from which our company buys services, materials, equipment, or supplies.
- Accepting substantial gifts or excessive entertainment from an outside organization or agency.
- Speculating or dealing in materials, equipment, supplies, services, or property purchased by the company.
- Participating in civic or professional organization activities in a manner that divulges confidential company information.
- Misusing privileged information or revealing confidential data to outsiders.
- Using one's position in the company or knowledge of its affairs for personal gains.
- Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.



## Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of **COMPANY**. Confidential information is any and all information disclosed to or known by you because of employment with the company that is not generally known to people outside the company about its business.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

All inquiries from the media must be referred to **the manager**.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.



## Employment Relationship

### Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, **COMPANY** classifies its employees as shown below. **COMPANY** may review or change employee classifications at any time.





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**Exempt.** Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

**Nonexempt.** Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

**Regular, Full-Time.** Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

**Regular, Part-Time.** Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the company and are subject to the terms, conditions, and limitations of each benefits program.

**Temporary, Full-Time.** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

**Temporary, Part-Time.** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

## Work Week and Hours of Work

The standard workweek is from Monday 12:00 a.m. until Sunday 11:59 p.m. and generally consists of 40 work hours. Office hours are **8:30 a.m. to 5:00 p.m.**, with a 30-minute lunch break. Individual work schedules may vary depending on the needs of each department.

## Meal and Rest Breaks

Employees are allowed to take a **30-minute unpaid meal break each day**. If a nonexempt employee is required to work through a meal break, they will be paid for the **30-minute period**. Employees are also entitled to **two 15-minute rest periods each day**. Meal and rest breaks will be scheduled by the department supervisor or manager. All meal breaks are required to be taken in the break room or another area away from their work area.

## Time Records

All nonexempt employees are required to complete accurate weekly time reports showing all time actually worked. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each week, the employee and their supervisor must sign the timesheet attesting to its correctness before forwarding it to the Human Resources department.

## Overtime

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, PTO, bereavement time, and jury duty does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager.

## Deductions from Pay/Safe Harbor Exempt Employees

The Company does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- ▣ Deductions that are required by law, e.g., income taxes;
- ▣ Deductions for employee benefits when authorized by the employee;
- ▣ Absence from work for one or more full days for personal reasons other than sickness or disability;
- ▣ Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- ▣ Offset for amounts received as witness or jury fees, or for military pay; or
- ▣ Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.



During the week an exempt employee begins work for the company or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

**Improper deductions.** If an employee classified as exempt believes that an improper deduction has been taken from their pay, the employee should immediately report the deduction to **the manager**. The report will be promptly investigated and if it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

## Paychecks

**COMPANY's** pay period for all employees is biweekly on Friday. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday. Paychecks are paid by check or directly deposited into your checking and/or savings accounts.

### Access to Personnel Files

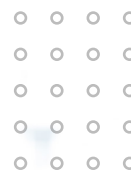
Employee files are maintained by **the manager** and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Personnel file access by current employees and former employees upon request will generally be permitted within 3 days of the request unless otherwise required under state law. Personnel **files are to be reviewed in the office of the manager**. Employee files may not be taken outside the department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

### Employment of Relatives and Domestic Partners

Relatives and domestic partners may be hired by the company if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, "relatives" are defined as spouses, domestic partners, children, siblings, parents, or grandparents. A "domestic partnership" is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the company provided they don't work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the company will attempt to reassign one of the employees to another position for which they are qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the company.





## Separation from Employment

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisors at least 10 working days in advance of the last day of work. The **10 days** must be actual working days. Holidays and paid time off (PTO) will not be counted toward the **10-day notice**. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

**If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.**

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the company.



## Workplace Safety

### Drug-Free and Alcohol-Free Workplace

It is the policy of **COMPANY** to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the company.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on company or client premises or while performing services for the company is strictly prohibited. **COMPANY** also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, the **COMPANY** prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the Company's reputation in the community.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

**Pre-employment:** As required by the company for all prospective employees who receive a conditional offer of employment

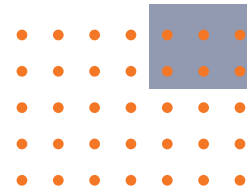
**For Cause:** Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance.

**Random:** As authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law. Safety Sensitive positions have been designated on the job description.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

Per FMCSA requirements, all CDL Drivers are required to report any conviction or guilty plea involving the use of alcohol, drugs, and traffic violations within five (5) days of the conviction or plea.



## Smoke-Free Workplace

Smoking is not allowed in company buildings or work areas at any time. “Smoking” includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

## Workplace Violence Prevention



**COMPANY** is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at company-sponsored functions.

All **COMPANY** employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor or the manager. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.



Any individual engaging in violence against the company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

**COMPANY** prohibits the possession of illegal weapons on its property at all times, including our parking lots or company vehicles. Additionally, while on duty, employees may not carry an illegal weapon of any type. Illegal weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

No employee may bring firearms, legal or illegal, into METRO buildings nor in METRO owned vehicles.

The company reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on company property. In addition, **COMPANY** may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all Company property and other items that are in violation of Company rules and policies.

Any employee who becomes a victim of domestic violence or abuse may notify the Human Resources department and steps may be taken to ensure the safety of you and other employees. You may be asked to provide restraining orders or other legal documentation or photo of the alleged abuser for identification and security purposes.

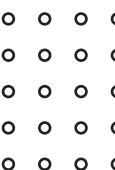


## Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using common sense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911 to activate the medical emergency services.



## Emergency Closings

**COMPANY** will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, **management** may advise **supervisors** to notify their departments that the office is not officially closed, but anyone may choose to leave the office if they feel uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

## Workplace Guidelines

### Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for **3 consecutive days** or more, the employee will be considered to have voluntarily resigned employment.

### Job Performance

Communication between employees and supervisors is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.



Generally, **formal performance reviews are conducted annually**. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

## Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance with **COMPANY**. Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

## Dress and Grooming

[**Company Name**] recognizes that personal appearance is an important element of self-expression and strives not to control or dictate employee appearance, specifically with regard to jewelry or tattoos worn as a matter of personal choice. The company expects all employees to exercise appropriate judgment with regard to personal appearance, dress and grooming to be most effective in the performance of their workplace duties.

[**Company Name**] allows reasonable self-expression through personal appearance, unless it conflicts with an employee's ability to perform their job effectively or with their specific work environment, or it is regarded as offensive or harassing towards others.

Factors that management will consider when determining whether jewelry or tattoos pose a conflict with the employee's job or work environment include:

- ▣ Personal safety of self or others, or damage to company property.
- ▣ Productivity or performance expectations.
- ▣ Offensiveness to co-workers, customers, vendors or others in the workplace.
- ▣ Corporate or societal norms.
- ▣ Customer complaints.

If management determines an employee's jewelry or tattoos present such a conflict, the employee will be encouraged to identify appropriate options, such as removal of excess or offensive jewelry, covering of tattoos, transfer to an alternative position, or other reasonable means to resolve the conflict.

An environment of mutual cooperation, respect, and fair and consistent treatment for all employees is the company's goal. Nonetheless, the company is legally responsible for ensuring that no employees are subject to harassment or a hostile work environment. As an initial step toward resolution of any complaint or offense under this policy, supervisors and managers will be responsible for explaining the policy and answering employee questions. If an agreeable solution cannot be reached at that stage, the human resource manager will follow company procedures to resolve the issue.

This policy is not intended to violate any religious or other protections. Please see Human Resources if an accommodation is needed.

## Social Media Acceptable Use

**COMPANY** encourages employees to share information with co-workers and with those outside the company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the company has established the following guidelines for employee participation in social media.

Note: As used in this policy, "social media" refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and SnapChat, among others.

**Off-duty use of social media.** Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the company considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

**On-duty use of social media.** Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference company clients, customers, or vendors without express permission. The company monitors employee use of company computers and the Internet, including employee blogging and social networking activity.

**Respect.** Demonstrate respect for the dignity of the company, its owners, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge COMPANY confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

**Post disclaimers.** If an employee identifies themselves as a company employee or discusses matters related to the company on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the company and that the employee is expressing





only their personal views. For example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the company or the company’s business. Employees must keep in mind that if they post information on a social media site that is in violation of company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

**Competition.** Employees should not use social media to criticize the company’s competition and should not use it to compete with the company.

**Confidentiality.** Do not identify or reference company clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

**New ideas.** Please remember that new ideas related to work or the company’s business belong to the company. Do not post them on a social media site without the company’s permission.

**Links.** Employees may provide a link from a social media site to the company’s website during employment (subject to discontinuance at the company’s sole discretion). Employees should contact the manager to obtain the graphic for links to the company’s site and to register the site with the company.

**Trademarks and copyrights.** Do not use the company’s or others’ trademarks on a social media site, or reproduce the company’s or others’ material without first obtaining permission.

**Legal.** Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

**Company restrictions.** The company may require employees to delete references to it on a website or Web log and to stop identifying themselves as an employee of the company.

**Discipline.** Violations of this policy may result in discipline up to and including immediate termination of employment.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

## Bulletin Boards

All required governmental postings are posted on the boards located in at all locations in specific, conspicuous locations for easy access. These boards may also contain general announcements.

Employees may submit to the manager notices of general interest, such as for-sale notices; recreational-type announcements and/or club functions (e-mail should not be used for the aforementioned); postcards; expressions of gratitude or sympathy; and notices looking for/offering carpools, tickets, roommates, or pets. The manager approves, posts, and takes down all notices. All notices posted by employees will be removed after 2 weeks unless otherwise stipulated. The company reserves the right to refuse permission to post or to take down any announcement.



## Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.” “Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after their shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in “working areas,” which includes all office areas. “Working areas” do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass nor solicit nor distribute materials anywhere on company property at any time. Nothing in this policy should be construed as prohibiting employee rights under the National Labor Relations Act (NLRA).



## Computers, Internet, Email, and Other Resources

The **company** provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computers, phones, or other communication tools. All communications made using company-provided equipment or services including email and internet activity, are subject to inspection by the company. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the company's systems.

Employee use of company-provided communication systems, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the company's systems as well as the reputation and/or competitiveness of the company. To protect against possible problems, delete any email messages prior to opening that are received from unknown senders and advertisers. It also is against company policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on company computers. Violations of this policy may result in termination for a first offense.

The **company** encourages employees to use email only to communicate with fellow employees, suppliers, customers, or potential customers regarding company business. Internal and external emails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending emails within and outside the company.





All use of company-provided communications systems, including e-mail and internet use, should conform to our company guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.

Because e-mail, telephone and voicemail, and internet communication equipment are provided for company business purposes and are critical to the company's success, your communications may be accessed without further notice by company management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the company's phones, long-distance accounts, or toll-free numbers is strictly prohibited. Abuse of these privileges is subject to corrective action up to and including termination.

The **company** reserves the right to monitor customer calls to ensure employees abide by company quality guidelines and provide appropriate levels of customer service. Employees working in sales and customer service will be subject to telephone monitoring and e-mail. Should the subject matter of any telephone conversation become personal while monitoring is taking place, monitoring of the call will immediately be discontinued.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.

## Disciplinary Procedure

The **Company** expects employees to comply with the **Company's** standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the **Company** endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees-at-will or in any way restrict the Company's right to bypass the disciplinary procedures suggested.



The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

## STEP 1:

Informal Discussion. When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be thoroughly discussed with the employee.

## STEP 2:

Counseling. If a private informal discussion with the employee has not resulted in corrective action, following a thorough investigation, the supervisor should meet with the employee and (a) review the problem, (b) permit the employee to present their views on the problem, (c) advise the employee that the problem must be corrected, (d) inform the employee that failure to correct the problem will result in further disciplinary action which may include discharge, and (e) issue a counseling notice to the employee.

## STEP 3:

Reprimand. If satisfactory performance and corrective action are not achieved under Steps 1 and 2, the supervisor and the manager or other member of management should meet with the employee in private and proceed via (a) through (d) above, and issue a reprimand notice to the employee.

## STEP 4:

Suspension. Only **the manager** has the authority to temporarily remove employees from the workplace, with or without pay. An exempt employee generally may not be suspended without pay for less than a full day, and the suspension must be related to written workplace conduct rules applicable to all employees, e.g., such as a written policy prohibiting sexual harassment or workplace violence.

## STEP 5:

Failure to improve. Failure to improve performance or behavior after the written warning or suspension can result in termination.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the manager determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. Typically, the manager should suspend the employee immediately (with or without pay) and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

## Time Off and Leaves of Absence

### Holidays

The **company** observes and allows time off with pay for the following holidays:

- ▣ New Year's Day
- ▣ Memorial Day
- ▣ July the 4th
- ▣ Labor Day
- ▣ Thanksgiving Day
- ▣ Christmas

Any additional holidays will be designated by the company at the start of each calendar year.

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will select either the following Monday or the preceding Friday as a substitute holiday. The company reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

**Holiday pay.** Full-time regular employees are eligible for holiday pay. Hourly employees become eligible after they have been actively with the company for 3 months. Salaried employees may receive holiday pay immediately upon joining the company. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

Holiday pay shall be at the employee's regular straight-time rate, inclusive of shift premiums, times their regularly scheduled hours (not to exceed 8 hours).

A holiday shall be considered as 8 hours worked for the purpose of computing overtime.

To receive holiday pay, an eligible nonexempt employee must be at work or taking an approved absence on the work days immediately preceding and immediately following the day on which the holiday is observed. An approved absence is a day of paid vacation or paid sick leave. If an employee is absent on one or both of these days because of an illness or injury, the company may require verification of the reason for the absence before approving holiday pay.

**Religious observances.** Employees who need time off to observe religious practices or holidays not already scheduled by the company should speak with the manager. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, or take vacation time, or take off unpaid days. The company will seek to reasonably accommodate individuals' religious observances.

## Vacation

**COMPANY** recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The company provides paid vacation time to full-time employees for this purpose and employees are encouraged to take vacation during the year.

Full-time employees will accrue paid vacation according to the following schedule (Awarded on the Work Anniversary each year):

### Service Period

- First Calendar Year
- Calendar Years
- Calendar Years 5 and over

### Monthly Vacation Accrual

- 1 Week Accrued upon Anniversary Date
- 2 Weeks
- 3 Weeks

Employees may not take paid vacation until they actually have earned or accrued the vacation time. New employees accrue paid vacation at the start of employment but may not take any vacation until they have completed at least 1 year of employment.

Generally, employees should submit vacation plans to the manager at least 4 weeks in advance of the requested vacation date. Vacation may be scheduled in increments of 1 full work day up to a maximum of 2 weeks in a row. The Company has the right to designate when some or all of the vacations must be taken.

Vacation should be used in the year it is earned. Unused vacation will be forfeited at the beginning of the following year.

Employees whose employment terminates will be paid for unused vacation time that has accrued during the calendar year of the termination.





## Sick Leave

**COMPANY** provides regular, full-time employees with paid sick days. Employees become eligible for sick days after completing 90 days of employment.

Full-time employees accrue 8 hours sick time per quarter:

- Sick days are not intended to be used as a substitute for vacation days, but sick days may be used if an employee needs to provide care for a family member who is ill. Sick days may also be used if an employee needs time off for scheduled medical procedures.
- Employees may not carry accrued sick days over from one year to the next.
- If the need for sick leave is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as is practical.
- If an employee misses 3 days or more consecutive days because of illness, COMPANY may require the employee to provide a physician's written permission to return to work.
- Except as required by state law, unused sick days are forfeited when an employee's employment ends for any reason.
- In the event of extenuating circumstances, an employee may speak with the manager about possible options.

## Military Leave

**COMPANY** supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the manager, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the manager as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

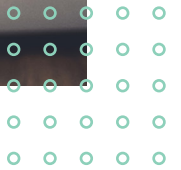


## Bereavement Leave

Employees with more than 3 months' service may take up to 3 days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of an extended family member (aunts, uncles, and cousins).

The **company** may require verification of the need for the leave. The manager will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of 8 hours for 1 day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.



## Jury Duty/Court Appearance

The **company** supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to the manager as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Nonexempt employees will be paid for up to 2 weeks of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. Exempt employees are subject to the same 2-week limitation except that they will also receive pay for any days they serve as a juror or witness in a workweek in which they actually perform work. All employees may use any accrued time off if required to serve more than 2 weeks on a jury.

If an employee is released from jury duty after 4 hours or less of service, they must report to work for the remainder of that work day.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.



## Time Off for Voting

**COMPANY** recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact the manager to discuss scheduling accommodations.



## Employee Benefits

**COMPANY** recognizes the value of benefits to employees and their families. The company supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the company Summary Plan Descriptions (SPD), which are found on the company intranet, or contact the Human Resources department. To the extent that the information provided here conflicts with the SPD or full plan document, the full plan document will control.

### Medical, Dental, and Vision Insurance

Full-time employees working 30 hours or more per week are eligible for insurance on the first of the month following 30 days of service. To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

### Group Life Insurance

**COMPANY** provides life insurance for full-time employees who work a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following 30 days of service. The life benefit is equal to an employee's annualized base rate. The cost of this coverage is paid for in full by the company.

### Short-Term Disability

Short-term disability is offered to full-time employees working a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following 30 days of service. Short-term disability is meant to bridge the 90-day period until long-term disability can cover an employee. If an employee becomes disabled and cannot work for a short period of time, this coverage pays 60 percent of the employee's salary, up to the policy limits. This is a voluntary benefit and is funded solely by the employee. In addition, employees will not be paid vacation or sick leave for approved absences covered by the company's program, except to supplement the short-term disability benefits.

Short-term disability benefits may run concurrently with **FMLA** leave and/or any other leave where permitted by state and federal law.

Some states have a mandatory disability program where you may be charged a premium in the form of a payroll tax. You may elect to purchase the company disability benefits as a supplement to the state program.

## Long-Term Disability

Long-term disability benefits are offered to full-time employees working a minimum of 30 hours per week. If an employee becomes totally disabled and cannot work for an extended period of time, this coverage pays 60 percent of the employee's salary, up to the policy limits. This is a voluntary benefit and is funded solely by the employee.

Long-term disability benefits will run concurrently with FMLA leave and/or any other leave where permitted by state and federal law.



## Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

**COMPANY** pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The company abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and manager immediately. The supervisor will complete an injury report with input from the employee and return the form to the manager. The claim will be filed with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be paid vacation or sick leave for approved absences covered by the company's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.



# EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of **COMPANY**. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the president of the company may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the president of the company.

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Employee's Name in Print

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Signature of Employee

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Date Signed by Employee

# RECEIPT OF HARASSMENT POLICY



I have read and I understand the Company's Harassment Policy.

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Employee's Name in Print

-----  
Signature of Employee

-----  
Date Signed by Employee