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**[Company]**

# **Employee Handbook**

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# Part I Welcome to [Company]!

## 1. Introduction

One of the most important things a company can do is keep employees informed. No matter what a company's goals are, and no matter what it produces, if the key resources, *the employees*, aren't properly informed, the company becomes fragmented and productivity declines.

This handbook is part of the process of keeping you informed. The Employee Handbook identifies and establishes the norms, and also sets the stage and tone for values the company represents.

More precisely:

*'It's a summary* of our organization's employment policies and procedures, so it's important that you read it. Each new edition of the handbook supersedes any prior statements of policy or procedure. If there's any inconsistency among written materials or unwritten practices, this handbook takes precedence.

*'It's an evolving document* that we expect to revise and update from time to time. We'll keep you advised of changes in policies and procedures covered in this handbook through notices on email, employee meetings, the bulletin board, and/or distribution of revised pages or a new edition. Since it *is* constantly evolving, you shouldn't hesitate to offer suggestions, make proposals, or even contribute to it.

*'It's NOT your only source of information* on employment-related issues. Although this handbook will probably always be the best place to start finding answers to questions, it can't possibly meet your needs all of the time. In those situations where it doesn't, you should talk to your supervisor or the Human Resources Manager. Also provisions outlined in an employment agreement take precedence in the event of a conflict with this handbook.

*'It's NOT a contract of employment.* We hope that our employment relationship with you will be ongoing and rewarding for you and us. However, your employment is "at will" and may be terminated at any time, with or without cause, by either you or us. No one in our organization has the authority to enter into any agreement for employment for a specific period of time, or to make any other representations or agreement inconsistent with this policy, unless it's in writing and signed by the President.

*It's not a promise of specific treatment* in specific situations. As we are sure you understand, [Company] must be able to respond flexibly to changing circumstances as they arise. Our policies and procedures, including the compensation and benefits we provide, are subject to changes and exceptions without prior notice, at our discretion. This applies to all of our policies and procedures, whether formal or informal, and whether or not contained in this handbook.

These policies are intended to apply everywhere we operate. In some cases, however, the law of your state or locale may impose some policies that are different from those described here. In those cases, we follow the applicable state or local law.

## **2. Message from the President**

As President of [Company], I would like to personally welcome you to the exciting world of [Industry Description]. As a member of [Company], you are joining a company where you can grow, participate, contribute and be acknowledged and rewarded for your efforts.

[Message from President]

## **3. About [Company]**

We are pleased to have you as an employee. We hope you enjoy working here. You will be playing an important part in helping to [Reiterate Company Vision].

Our mission is to [X].

Our goal is to [X].

We can meet this mission and this goal only with the commitment, passion and loyalty of all our employees.

## **Part II For The Record**

## **4. Equal Employment Opportunity**

[Company] is committed to recruiting and hiring qualified employees without regard to race, religion, color, age, sex, marital status, national origin, disability or veteran status or any other characteristic protected under local, state, or federal law. We comply with all local state and federal laws.

## **5. Employment At Will**

We hope you will have a productive and rewarding employment relationship with us. Nonetheless, employment terminations can occur, and you should understand that your employment with us is at will. This means that just as you are free to resign at any time, we reserve the right to discharge you at any time, with or without cause or advance notice, and without compensation except for time actually worked. Nothing in this handbook or that is said or written any place else should be construed as a promise of permanent employment, of employment for any particular length of time, of discharge only for cause, or of a right to any particular corrective action or discharge procedures.

No one except [Company]'s President has authority to bind us to policies or agreements that conflict with our policy of employment at will. Any such policy or agreement must be in a written employment agreement signed by [Company]'s President.

## **6. Nondiscrimination and Unlawful Harassment**

[Company] is committed to providing a work environment that is free of discrimination and unlawful harassment. Unsolicited actions, words, jokes, gestures; display or circulation of derogatory written materials or pictures or comments based on an individual's sex, race, ethnicity, age, sexual orientation, marital status, religion, national origin, citizenship, veteran's status, disability or other legally protected characteristic; or basing personnel decisions on an employee's response to sexually-oriented requests, will not be tolerated. Individuals who experience or observe unlawful harassment or discrimination are encouraged to report their concerns to his or her supervisor, or the Human Resources Manager. Every effort will be made to ensure that complaints of harassment or discrimination are resolved promptly and effectively.

## **7. Alcohol and Drug Policy**

[Company] is a drug-free, healthful, and safe workplace. While on [Company]'s premises and while conducting business-related activities off [Company]'s premises, no employee may be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or require participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Alcoholic beverages may be brought or consumed on [Company]'s premises only when specifically authorized by us (e.g., in connection with certain firm events).

Employees who voluntarily request assistance for drug or alcohol problems will be given assistance in arranging for a rehabilitation program. An employee's decision to seek assistance will not be used as a basis for corrective action.

Drug and alcohol rehabilitation may be covered in part by our group medical insurance plan. Employees may be placed on a medical or personal leave of absence, after available vacation and sick leave benefits are exhausted, for the period of rehabilitation.

## **8. Sexual Harassment Policy**

Sexual harassment is unacceptable conduct. It undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of an organization. Sexual harassment will not be tolerated under any circumstances. Substantiated acts of or conduct which results in sexual harassment shall result in corrective administrative or disciplinary action which could include termination.

### Definition of Sexual Harassment

Sexual harassment is defined as a form of sex discrimination that involves unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature when:

- submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career; or

- submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting this person; or
- such conduct interferes with an individual's performance or creates an intimidating or hostile environment.

### Reporting Sexual Harassment

Individuals who perceive an interaction as sexual harassment by supervisors, co-workers, or peers should make it clear to the individual harassing him/her that such behavior is offensive and report the incident to their immediate supervisor. If the employee does not feel comfortable addressing the matter with their immediate supervisor, they must report the incident(s) to a supervisor of their choice or directly to the Human Resources Manager. The Human Resources Manager or his/her designee will examine the matter and take appropriate steps to ensure a work environment free from sexual harassment.

### Prevention of Sexual Harassment

All employees shall be made aware of the prohibitions against sexual harassment. Prevention of sexual harassment is the responsibility of all employees. It is the responsibility of every employee to work with the Human Resources Manager to ensure that any instance of sexual harassment is dealt with promptly, fairly and effectively.

## **9. Recruitment and Selection**

### Employment of Relatives

We generally do not encourage the employment of relatives or domestic living partners of current employees. “Relatives” are spouses, children, parents, siblings, grandparents, grandchildren, aunts, uncles, first cousins, and corresponding in-laws and “step” relations. But a relative of an employee will not be denied employment due to his or her marital status unless the employment would place one or both relatives in a situation of actual or reasonably foreseeable conflict between their interests and ours, such as one relative having the authority or practical power to supervise, appoint, remove or discipline the other or being responsible for auditing the work of the other.

This policy applies to employees who marry while employed by us. No employee will be discharged due to a conflict of interest because he or she is related to another employee unless the conflict cannot be resolved by transferring one or both employees. If the conflict cannot be resolved by a transfer, the persons involved, not [Company], will decide which relative will keep the job.

When necessary to avoid the reality or appearance of improper influence or favor, or to protect our confidential information, we prohibit the employment of relatives and domestic living partners of policy-level officers of customers, competitors, regulatory agencies and others with whom we deal.

All final decisions with regard to employment will be made in the overall best interests’ of the company which includes the approval of the President.

### Transfer and Promotions; Job Postings

We encourage employees to apply for any vacancy in which they have an interest and for which they may be qualified. To be eligible to apply, employees generally must have been in their current position for at least six months and have been performing their current job to our satisfaction.

Most positions available at [Company] are posted on our web site. Employees interested in a transfer or promotion to an area in which there is no current opening are encouraged to discuss their interest with the appropriate officer or the supervisor responsible for the area in which they are interested.

Employees interested in a particular position should contact the Human Resources Manager and notify their own supervisor of their application for the position. The Human Resources Manager should receive applications by the close of the posting period stated on the notice.

A supervisor who identifies an internal candidate whom he or she would like to interview but who has not applied for the position must first obtain the approval of the employee's current supervisor or of the Human Resources Manager.

## Part III For You

### 10. Employee Classifications

**Regular full-time employees.** Regular full-time employees are both nonexempt employees who are regularly scheduled to work at least 37.5 hours per week and salaried exempt employees. In general, regular full-time employees are eligible for the benefits outlined in this handbook, subject to the other eligibility rules described in our benefit policies and plans.

**Regular part-time employees.** A regular part-time employee is an employee who is regularly scheduled to work at least 20 but less than 37.5 hours per week. Regular part-time employees who work a minimum of 30 hours per week on a regular schedule generally receive benefits on a prorated basis. All other regular part-time employees are generally not entitled to firm benefits unless otherwise provided in the relevant benefit plan document.

**Temporary employees.** We sometimes hire employees to work intermittently, for a special project or on a schedule of less than 20 hours per week. These employees are not entitled to firm benefits unless otherwise provided in the relevant benefit plan document.

### 11. Work Hours

#### Business Hours

Our normal business hours are 7:00 a.m. to 6:00 p.m., Monday through Friday. The times you work may or may not be the same as our normal business hours, depending on your position, our business needs and whether you are classified as exempt or non-exempt.

### Work Hours

The normal workweek for a full-time employee is forty hours a week, generally worked as eight hours a day. Regular attendance is essential to the smooth operation of our organization. You should report to work regularly and on time. If you can't make it to work or anticipate being late, you should notify your supervisor. If your supervisor is unavailable, please contact Human Resources, stating your reason for being late or absent and a telephone number where you may be reached.

**Inconsistent attendance or tardiness problems, including failure to call in, may result in disciplinary actions, up to and including discharge. If you fail to report for work without notification for three days in a row, we will assume that you've resigned your job.**

### Lunch Periods and Breaks

Nonexempt employees are entitled to an unpaid one hour lunch period approximately mid-way through the workday. Nonexempt employees are also entitled to a paid 10-minute break every four hours, unless the job allows them to take equivalent intermittent rest periods.

### Flextime

Although most employees work normal business hours, your supervisor may authorize you to work on a flexible time schedule to accommodate ride sharing, daycare and other personal needs. Any request for a modified schedule should be made to your supervisor. Because all schedules are job-driven, however, we may not be able to give you the schedule you request.

## **12. Time keeping and Overtime**

Every position in our company is categorized as either exempt or non-exempt under the wage and hour laws. Non-exempt employees are eligible for overtime pay. Exempt employees are not eligible for overtime pay.

If you are an exempt salaried employee you are paid for the general value of your services, not based on hours worked. You receive a fixed salary for all hours worked, you do not receive overtime pay or compensatory time for working more than 40 hours in a week, and your salary is not docked for absences of less than a day (except as permitted by law in connection with part-time or intermittent leave under the FMLA). Exempt salaried employees who provide extraordinary effort may be

authorized by their supervisor to take time off at another time. This time off is not accrued or paid out under any circumstances.

All of our commissioned employees are exempt under the wage and hour laws, either as retail commissioned salespeople or outside salespeople.

If you are a non-exempt employee you will be paid overtime as required by applicable statutes. This generally means you will be paid at the rate of one and one-half times your regular hourly rate for all hours actually worked beyond 40 hours in any workweek. Sick leave, holidays, vacations and other time not actually worked, even if paid, are not counted as hours worked when we calculate your overtime pay. You must receive advance authorization to work any overtime hours over 5 hours per week from your supervisor. You also may not take compensatory time off in lieu of overtime pay for working more than 40 hours in a workweek.

If you are a non-exempt employee you must record the number of regular and overtime hours that you work each workweek and certify you have accounted for all hours you worked during the week. Working overtime without recording your time (working "off the clock") is strictly prohibited and will result in corrective action, not reward. Exempt employees will be asked to keep track of full days taken as vacation or sick leave.

For overtime calculation purposes, a new workweek begins at 12:01 a.m. each Monday.

Whether your position is exempt or non-exempt depends on various factors including your job duties. Any questions about whether you are exempt or non-exempt should be directed to the Human Resources Manager.

### **13. Inclement Weather**

Staff members should assume that the firm will be open unless they have called the switchboard or their voice mail to confirm closure due to inclement weather. If the office is open and you choose not to come to work because of weather conditions, you will have to take a vacation day or a day off without pay. Only staff members who have reported to work will be compensated if the office is temporarily closed later the same day.

### **14. Personal Appearance**

We expect each employee to dress and groom in a neat and businesslike manner consistent with his or her job position. Standards may vary from position to position due to such factors as the type of work and amount of public contact involved. You are expected to use your good judgment in selecting appropriate business clothing.

## **15. Benefits**

Staff members who refer candidates for employment at [Company] for whom no fee is payable to an employment agency or search firm receive a referral bonus for each referral who becomes a regular full-time employee and completes six months on the job. To qualify for the referral bonus, an employee must complete a New Employee Referral Form and submit it to the Human Resources Department. See Human Resources for more details.

Summary descriptions of our employee benefit plans are available from the Company. The exact terms and conditions of our benefit plans are governed by the plan documents themselves. The plan documents control over any inconsistent statements or descriptions, written or oral.

### Health Care Insurance

[Company] is committed to providing competitive health care coverage for you and your family. Details of our plans are available from Human Resources and will be provided on your first day of employment.

All regular, full-time employees at [Company]. are entitled to company-paid health care coverage. In addition we offer the opportunity to cover spouse and dependents through our health care plan. Coverage is effective on the first day of the month following your hire date.

Enrollment and/or changes to your health care plan can only be made at the time of eligibility (the first day of the month following your hire date) and during the annual open enrollment period, which is during the month of January of each year. However should you experience a “qualifying event” e.g. birth, death, marital status change, etc., you may make changes to your coverage at anytime, including enrollment.

### 401(k) Savings Plan

We have a 401(k) savings plan to which employees may contribute on a pretax basis. Eligibility criteria for this benefit are described in the Summary Plan Description for the 401(k) plan. Please see Human Resources for more information.

### Cafeteria Plan

We offer eligible employees a cafeteria plan composed of three benefits: (1) medical, dental and vision expense reimbursement plan, (2) dependent care assistance plan, and (3) group medical insurance option plan. Please refer to the Cafeteria Plan enrollment package for more information about this plan, or see the Human Resources.

### Employment Insurance

In compliance with applicable law, we pay premiums for Workers' Compensation and Unemployment insurance for all employees.

### Bus Pass Program

[Company] will provide support for up to \$25 per month for any employee who car pools. In addition [Company] will reimburse \$25 a month for the purchase of a bus pass. Please see Human Resources for details and the proper forms to complete.

### Training/Seminars and Tuition Reimbursement

[Company] will pay (at its sole discretion) for pre-approved training programs and seminars, as well as provide tuition reimbursement upon successful completion of pre-approved educational programs passed with a "B" or better. If you are interested in outside training or education, complete a request for the program get manager approval and send it to the Human Resources Manager.

### Employee Referral Program

This handbook generally describes our current benefits package. We do not promise that any particular kind or level of benefits will continue in the future. We reserve the right to terminate or modify the benefits we provide at any time, at our discretion, with or without advance notice. All company benefits are subject to the federal employee benefits law (ERISA).

## Employee Assistance Program (EAP)

Sometimes personal or family issues can affect your performance on the job.

[Company]. has contracted with Family Services to provide help when you or a family member is experiencing personal problems or difficulties. This Employee Assistance Program (EAP) is provided to you or a member of your family at no cost for up to three sessions. All counseling services are confidential.

The goal of our EAP is designed to assist you in identifying the problem, offering a solution to your concerns, or developing a plan of action and finding affordable ongoing treatment, if needed. Should you need additional care, Family Services EAP will make every attempt to ongoing support and care.

Complete information regarding [Company]'s EAP is available from the Human Resources Manager.

## **16. Time Off**

### Holidays

We observe the following company holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. If a company holiday falls on a Saturday, we will observe it on the preceding Friday. If a company holiday falls on a Sunday, we will observe it on the following Monday. Unused holidays are not paid in the event of employment termination and do not carryover into the next calendar year.

Regular hourly full-time and part-time employees are eligible for holiday pay in an amount equal to the number of hours they are scheduled to work on a normal workday at a straight time rate. Salaried employees have their salary continued during company holidays. They do not receive special holiday pay. Commissioned employees are also not eligible for holiday pay.

Depending on staffing needs you may be required to work on a holiday. Hourly employees who work on a holiday receive their regular pay for the hours actually worked in addition to any holiday pay.

### Personal Holidays

Employees also receive three additional days off per year to use at their discretion. All personal leave days must be approved in advance by the employee's immediate supervisor. Personal days are not cumulative and must be used annually.

This policy is based on a calendar year. During your first year of employment your personal holidays will be prorated. Starting January 1 of the following year, you are immediately eligible for all three days. Please see Human Resources for more details.

### Vacation Policy

All regular full-time employees are eligible to accrue up to two weeks (10 working days) of paid vacation per year on a monthly accrual of 6.67 hours per month. Employees may start using accrued vacation after six months of employment. We pro-rate vacation leave for all regular part-time employees who work 20 hours or more per week on a regular schedule.

After three years of continuous service, you are eligible to accrue three weeks of vacation per year, 10 hours per month. After five years of continuous service, employees are eligible to accrue four weeks of paid vacation, or 13.33 hours per month.

Our vacation policy is designed to refresh and invigorate our employees with time away from the job. **We encourage you to use your vacation every year.** Unused vacation time up to a total of 40 hours may be carried over to the next calendar year.

If an employee voluntarily or involuntarily separates from the company within six months, all vacation pay is automatically forfeited. If an employee voluntarily or involuntarily separates from the company after six months of regular full-time employment, the accrued vacation pay will be paid out on his or her final paycheck.

### Sick Leave

[Company] strongly discourages any employee from coming to work when they are ill. Should you need to stay at home to care for yourself or someone in your household please do so. Should your absence last more than 5 days, it will be converted to our Short Term Disability Policy.

[Company] reserves the right to require any absence be confirmed by a healthcare provider's certificate or verification either during the absence or upon return to work.

### Maternity Leave

As part of our medical leave policy, we provide maternity leave to all female employees for disability associated with pregnancy and childbirth. Maternity leave is treated the same as medical leave for any other short-term disability, except that we will always grant leave for the entire period of any maternity disability. Maternity leave is for the period of disability only and not for child rearing after the disability ends.

### Family and Medical Leave

We comply with the Federal Family and Medical Leave Act of 1993 (FMLA) and all applicable state laws related to family and medical leave. This means that when the law grants you more leave than our leave policies provide, we will give you the leave required by law.

The FMLA provides up to 12 weeks of unpaid, job-protected leave every 12 months to eligible male and female employees for certain family and medical reasons. To be eligible, you must have worked for us for at least one year and for 1250 hours over the previous 12 months. There also must be at least 50 employees working for us within 75 miles of the place where you work. (If you are not eligible for FMLA leave, we may choose to grant you unpaid, non-FMLA medical leave instead. If we do this, our normal unpaid leave policies, not the rules under the FMLA, will apply.)

**Reasons for taking leave.** Unpaid FMLA leave is granted for any of the following reasons:

To care for your child after birth or placement for adoption or foster care. (Leave to care for a child after birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement.)

To care for your spouse, son, daughter or parent who has a serious health condition.

For a serious health condition that makes you unable to perform the essential functions of your job. (See the Human Resources Manager for the current FMLA definition of a serious health condition.)

Under some circumstances, FMLA leave may be taken intermittently, which means taking leave in blocks of time or by reducing your normal weekly or daily work schedule. FMLA leave may be taken intermittently only if **medically necessary** because of a serious health condition. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to our approval.

**Health insurance.** If you are covered by our group health plan (medical, dental or vision), we will continue to provide paid health insurance during FMLA leave on the same basis as during regular employment. But, if you do not return to work after the leave, you will be required to pay us back for our portion of the insurance premiums, unless your failure to return was beyond your control.

**Other insurance.** If you are covered by other insurance plans through us, such as life or disability insurance, those coverages will continue during paid leave on the same basis as during regular employment. If you take unpaid FMLA leave, you will be responsible during the leave for the premiums you normally pay plus the premiums we normally pay for you. If you do not pay these premiums, we may choose to pay them for you to keep your coverage from lapsing, but you will be responsible for repaying us whether or not you return to work.

**Benefits while on Leave.** Vacation, sick, and personal time accruals are suspended for the duration of the leave.

**Couples employed by us.** If both you and your spouse work for us and you request leave for the birth, adoption or foster care placement of a child, to care for a new child, or to care for a sick parent, the total annual FMLA leave available to you as a couple for those purposes is 12 weeks.

**Determining leave availability.** FMLA leave is available for up to 12 weeks during a 12-month period. For purposes of calculating leave availability, the “12-month period” is a rolling 12-month period measured backwards from the date you use any FMLA leave.

**Leave related to pregnancy.** If you take leave for pregnancy, the leave you take while you are physically unable to work is counted against your annual 12-week FMLA leave allowance. For example, if you take eight weeks of FMLA leave for childbirth and to recover from childbirth, you are entitled to only four weeks of FMLA leave after that to care for your new child.

**Leaves of Absence.** [Company]. recognizes that occasions may arise that may require you to request a personal leave of absence not covered by other leave policies. Circumstances, such as workload, will determine whether your request can be approved. Personal leaves of absence are without pay and may not exceed thirty days per request. Except in very unusual

situations or emergency situations, requests for a personal leave of absence or an extension of leave of absence should be submitted in writing to your supervisor at least one month prior to commencement of the leave period or extension. The company will notify you when your request for personal leave has been approved. You should not assume that you are on an approved personal leave of absence until you have been notified of that fact. Medical insurance premiums must be paid in advance of such a leave. Employees returning from a personal leave of absence are not guaranteed a return to their same or similar position.

**Military Leaves of Absence.** Full-time employees are paid the difference between active reserve pay and regular pay for up to two weeks per year. Employees who take military leave are entitled to return to their jobs as provided under federal and state laws.

**Jury Duty.** Full-time employees are paid their regular salary while on jury duty. If you are released from jury duty in time to return to work and complete at least one-half of your regular shift, you must contact your supervisor immediately to determine whether you should return to work for that day.

**Bereavement Leave.** To help you during the difficult period following the loss of a member of your immediate family, [Company] provides up to 3 working days off with pay.

Immediate family members include persons such as: father, mother, spouse, significant other, child, siblings, grandparents, mother-in-law and father-in-law.

## **17. Rules for [State] Employees**

**Pregnancy leave.** [Summarize state laws].

**Parental leave.** [Summarize state laws].

## **Part IV For Your Information**

## **18. Performance Reviews**

All regular, full-time employees will receive a performance review on an annual basis. Informal reviews should be conducted on a quarterly basis, with goals set for the next quarter. During the annual review, performance and salary reviews will take place. A performance review is not a promise of a raise or bonus, and appraisals are only one of the factors used to determine compensation. Increases may be granted any time it is considered appropriate, based on merit, increased responsibilities, or changes in market conditions.

Review schedules may be changed at the company's discretion. The first three-month period as a new employee or after a promotion or reassignment is considered an initial training and adjustment period. During this time, both you and [Company] should make a special effort to evaluate whether you are right for the position. Successful completion of the initial training and adjustment period does not, however, guarantee later employment or limit our discretion with respect to assignments, corrective action or discharge. Nor are employees guaranteed employment for the full duration of the three-month period. **At all times, employment remains on an at-will basis.**

## **19. Personal Information / Personnel Records**

Your personnel records are confidential. If we receive requests for information from your personnel records as part of court proceedings or government activities, it is our policy to respond to all such requests to the extent we are required to do so by law. In all other situations, we will generally provide your job title and verification of employment dates, unless you specifically authorize us in writing to release additional information.

Should you wish to review your personnel file, please contact Human Resources. You will be provided the opportunity to review your files.

When you move, change your telephone number, or have changes in your personal information, please inform the Human Resources Manager so that we may keep your personnel records accurate and up-to-date. It is your responsibility to see that we have your current address and phone number so that we can communicate with you when needed.

You may review your personnel records with the Human Resources Manager at any mutually convenient time. If you wish to do so, please schedule a time with the Human Resources Manager. Any concerns regarding the completeness or accuracy of the information contained in your files should be taken up with your supervisor or the Human Resources Manager.

## **20. Complaint Resolution**

You should feel free to discuss any work-related problem with your supervisor. If you would rather not approach your supervisor, or if the problem is not adequately addressed by your supervisor, then you should discuss the problem with the Human Resources Manager.

## **21. Outside Employment**

We discourage employees from taking on second jobs that may interfere your full time position here at [Company]. Job performance usually suffers when an employee works for multiple employers. If you wish to take a second job, please inform your supervisor and the Human Resources Manager. Any outside employment must not place you in a position that actually or apparently conflicts with [Company]'s interests.

## **22. Business Opportunities**

Any business opportunities related to our business that you obtain or of which you learn while you are employed by us belong to [Company] If you become aware of a business opportunity that [Company] may want to exploit, bring it to the attention of your supervisor or the President or CEO.

# **Part V For The Company**

## **23. Safety**

Employee safety depends on the safety consciousness of everyone. Always observe the following general rules of safety:

- Immediately report any injury, safety hazard, or property needing repair to the Director of Operations
- Keep your individual work area safely unobstructed at all times

- Smoking is permitted only outside the building
- Store all materials and equipment in their proper places
- Refrain from any activity that could put other employees or yourself in danger

A first aid kit is located on the sixth floor in the hallway outside of the reception area. Fire extinguishers are located ????. Please familiarize yourself with their exact locations.

If you are injured on the job, you must notify your supervisor or the Human Resources Manager immediately. He or she can help you evaluate the situation and assist you in obtaining proper medical assistance, should it be necessary.

As soon as is practical, but in no case later than twenty-four hours following your injury, you should complete an Accident Report Form describing the circumstances surrounding the incident. You may obtain this form from Human Resources.

## **24. Security**

Access to our premises is limited to persons who have legitimate reasons to visit. Unauthorized persons may present a risk to employees, customers, or legitimate visitors.

Please use the following guidelines to help us maintain security at [Company]:

- After business hours (5:30 PM), all doors should be closed and locked.
- Please leave at least one light on in your office.
- If you see someone you don't recognize, please ask them what their business is. Be polite, but don't be bashful.
- Do not answer questions about operational issues for the company, *e.g. Do we have an alarm? What are our hours?*
- Always make sure that the 6th floor lobby doors are locked after business hours.

## **25. Confidentiality, Proprietary Rights and Competitive Research**

### Confidentiality

It is important for all employees to maintain the confidentiality of [Company].’s developments. Upon hire, each employee is required to sign an EMPLOYEE INTELLECTUAL PROPERTY AGREEMENT (Confidentiality, Invention Assignment, Nonraiding and Noncompetition). Please refer to this agreement should any question arise with regards to confidentiality.

### Electronic Mail Policy

**E-mail and internet use is not private.** We expect you to honor our password protection system and not to read other people’s e-mail. Everyone should understand, however, that e-mail is neither private nor confidential. **Any message you send can be forwarded to anyone else on any e-mail system.** Even after an e-mail has been deleted, it is still possible to retrieve and read it. Please remember that all messages are [Company] records and are the property of [Company]. [Company] reserves the right to read, use and disclose e-mail messages and records of internet use. For these reasons, you should not use the e-mail system or our internet access for any information you consider personal or private.

**E-mail is for business use.** Our electronic-mail system and internet access is for official business. Nonbusiness messages may be sent to specific individuals, but please limit the business time you spend on messages that do not have a business purpose.

**E-mail decorum and content.** When using the e-mail system or other communications through the internet, keep in mind that you are using [Company] property. As a result, your comments must be appropriate to our business setting. Please take special care to avoid jokes or comments that would be inconsistent with our policies prohibiting discrimination and harassment (for instance, jokes aimed at a particular gender, race, religion, disability or sexual orientation).

### Personal Use of Telephones, Equipment and Supplies

Our telephones, mobile or cell phones, computers, copiers, postage, supplies and the like are for business use and should not be used for personal matters. While we recognize that you may occasionally need to use firm materials for personal use (i.e., a necessary personal call, copying a tax return), keep in mind that our policy discourages personal use and that the recognized need for occasional use should not be abused. We ask your cooperation in limiting personal phone calls to emergencies or essential personal business and in keeping them as brief as possible.

### Solicitations and Distribution of Literature

To avoid disruption of the workflow and potential embarrassment for our employees, employees may distribute literature or solicit on our premises only as specifically authorized by the Human Resources Manager. In addition, no one outside [Company] is allowed on the premises at any time for these or related purposes.

### Public Statements/release of News

Our image affects our ability to attract and retain our clients. To maintain our image, we expect any interview or statement requested by the media or any public entity concerning [Company] to be referred immediately to the President or CEO. No [Company] employee may make any public statement or comment regarding [Company] or our policies, practices and actions without prior authorization. Employees are also expected to refrain from any implied or direct remarks that would disparage our firm, services, clients or employees.

### Contacts with Investigators

If someone is suing us or thinking about suing us, that person's lawyer or investigator might contact you seeking information about the dispute. Keep in mind that responses to these kinds of inquiries have the potential for involving both you and [Company] in a lawsuit.

If you are contacted by a lawyer or investigator, inform your supervisor immediately. You may not provide information to the inquirer until we have decided whether you are a Managerial or nonManagerial employee for purposes of the inquiry. Whether you are Managerial or nonManagerial for this purpose depends on the particular dispute involved.

If we determine that you are a Managerial employee, any response to this type of inquiry is prohibited. If we determine that you are a nonManagerial employee, you are not prohibited from providing information, but you are free to choose not to talk to the attorney or the investigator. If you decide to talk with the attorney or investigator, we ask that we be given the opportunity to have a representative present to lessen the risk of misunderstandings about what is said.

If you have any questions about this policy, please contact the President, CEO or the Human Resources Manager.

## **26. Standards of Conduct and Discipline**

We function in a very competitive business environment in which quality, reliability and integrity are extremely important. We trust each employee to contribute to the quality and reliability of our products and services within the scope of his or her job responsibilities. Failure to meet this standard of performance may be the basis for disciplinary action, up to and including discharge.

It is our policy to follow an approach of progressive discipline. This means we will take appropriate action based on the seriousness of a disciplinary situation and its circumstances. Discipline less than termination may take the form of an oral warning, a written warning, a performance appraisal indicating below-standard performance in one or more areas, probation, or suspension. Which of these options is chosen, if any, prior to termination, depends on the seriousness of the disciplinary problem, and/or prior incidents of misconduct or inappropriate behavior by the employee. The evaluation of the seriousness of the situation will be made solely by management.

Nonetheless, employment terminations can occur, and you should understand that your employment with us is at will. This means that just as you are free to resign at any time, we reserve the right to discharge you at any time, with or without cause or advance notice, and without compensation except for time actually worked. Nothing in this handbook or that is said or written any place else should be construed as a promise of permanent employment, of employment for any particular length of time, of discharge only for cause, or of a right to any particular corrective action or discharge procedures.

The following are examples of conduct that may result in disciplinary action, up to and including immediate discharge:

- Excessive absenteeism, tardiness, or failure to call in when absent or late for work
- Failure or refusal to carry out job assignments and management requests (insubordination)
- Unauthorized release of confidential information
- Excessive swearing or verbal abuse while at work
- Dishonesty or falsification of any work, personnel, or other organizational records
- Unauthorized removal of employer or co-worker funds or property, or unauthorized charges to one of our accounts
- Discrimination against or harassment of co-workers
- Possession, consumption, sale, or being under the influence of alcohol or a controlled substance at work or on work premises (except the use of medications as prescribed by a physician)
- Deliberate damage to our property or that of other employees

- Fighting with or threatening another employee, whether physically or verbally
- Possession of a firearm while on company property or while on company business
- Inefficient, negligent, or below-standard performance
- Relaying information in the workplace about co-workers that is derogatory, slanderous or disrespectful
- Violation of any other policy published by [Company] or outlined in the Employee Handbook

## **27. Termination**

It is [Company]'s policy to conduct an exit interview with every employee whose employment is terminated. The purposes of an exit interview include:

- Reviewing financial arrangements, including the amount of the employee's final paycheck, accrued vacation, classification of separation for purposes of future employment, company benefits, and similar items
- Reviewing the reasons for the termination, layoff, or resignation
- Identifying ways to improve our organization

The employee's final paycheck will be available to be picked up or will be mailed if not picked up on the next regular payday of the company.

## Acknowledgment of Receipt of Employee Handbook

I have received a copy of the Employee Handbook outlining the responsibilities as an employee and the responsibilities of the organization. I understand that it is my immediate responsibility to familiarize myself and read the information contained in this handbook and it has been explained during orientation. If I have any questions, I should contact the Human Resources Manager. I understand that the Employee Handbook is not an employment contract, but does provide the organizational employment policies and procedures by which I am governed.

I agree to comply with the guidelines, policies, and procedures of [Company]. I understand my employment can be terminated at the option of either myself or [Company] at any time.

This Handbook is subject to change without notice. It is understood that changes in procedure will supersede or eliminate those found in this Handbook and I will be notified of such changes through normal communication channels. I understand that all of the company's policies, including those found in this Handbook, are subject to changes and exceptions without prior notice, at the company's discretion.

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Signature of Employee

Date