YOUR COMPANY NAME HERE

Please note that most text in red is intended to provide guidance and/or should be replaced with data specific to your operations. You may wish to delete some sections that do not apply to your situation such as COBRA or FMLA. This document is being offered for informational purposes only and is not intended to be considered legal advice. Feel free to contact our office if we can offer any assistance.

Employee Manual

Revised XX/XX/XXXX

Some of these areas may not apply to your specific situation. They are included so that you may become familiar with them and then delete those which you may be decide are unnecessary. Several specific areas to review are:

Acknowledgement Form

Confidentiality

Conflicts of Interest

Disciplinary Procedures

Drug Free Workplace

EEOC

FMLA Policy

General Work Rules

Harassment

Holidays

Introductory Period

Information Systems Use

Jury Duty & Court Appearances

Leaves of Absence (Paid & Unpaid)

Mileage

Open Door

Overtime Compensation

Safety Program

Section 125

Sick Leave

Social Networking

Vacation Policies

If you need additional information or have any questions please contact us.

We are providing this sample manual solely as general guidance—it should not be considered as legal advice. We are only offering assistance from a risk management perspective. Any legal issues should be reviewed by your legal counsel to apply the law to the particular facts of your situation.

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# 010 Employee Acknowledgement Form

Effective Date: 02/01/2010

Revision Date: 02/01/2010

This employee handbook contains important key policies, goals, benefits, and expectations of YOUR COMPANY NAME HERE as well as other information that you will need. By signing below, you acknowledge the following:

I understand that this handbook cannot contemplate every possible situation that I may encounter at YOUR COMPANY NAME HERE Accordingly, I will contact the Human Resources Department if I have any questions about the policies or procedures contained in this handbook.

I understand that this handbook is not a contract or legal document, nor is it an invitation to contract.

I also understand and acknowledge that my employment with YOUR COMPANY NAME HERE is at-will. I became an employee at the Company voluntarily. I understand and acknowledge that there is no specified length to my employment at the Company. I may terminate my employment at any time for any reason, with or without notice. Additionally, YOUR COMPANY NAME HERE may terminate my employment at any time, for any reason.

I understand and acknowledge that there may be changes to the policies, goals, benefits and expectations in this handbook. There also may be additions to these policies. The only exception is that YOUR COMPANY NAME HERE's policy on employment-at-will will never be changed. I understand that handbook changes can only be authorized by the chief executive officer of the Company.

I understand that it is my responsibility to read this handbook. I acknowledge, understand, accept and agree to comply with the information contained in this handbook, including but not limited to **confidentiality**, **drug and alcohol use**, **drug testing**, **e-mail and internet use**, **harassment** and **safety**., and any changes made to it.

I also understand that a copy of this signed form will be kept in my personnel file.

EMPLOYEE'S NAME (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Considerations:

This acknowledgement form assumes that all employees of your company are employed at-will. Union employees and individuals employed subject to an employment contract are not employed at will. If you employee individuals who are not employed at-will, you will need to revise this policy.

# 020 Introductory Statement

Effective Date: 02/01/2010

Revision Date: 02/01/2010

Welcome to YOUR COMPANY NAME HERE We are very happy to have you join our team.

This employee handbook contains important key policies, goals, benefits, and expectations of YOUR COMPANY NAME HERE as well as other information that you will need. It has been designed as a reference to many aspects of your employment. It is not a contract nor is it an invitation to contract. This manual supersedes all previous manuals, policies and memos that have been issued on policies covered in this manual.

This employee handbook cannot cover every situation or answer every question about policies and benefits at the Company. The policies in this handbook are subject to change and may change at any time at the sole discretion of YOUR COMPANY NAME HERE From time to time, you may receive updated information as to changes in policies and will sign an acknowledgment form verifying your receipt. A copy of this signed form will be kept in your personnel file.

The only policy we will never change or cancel is our employment-at-will policy. The employment-at-will policy allows you or The Company to terminate your employment at any time for any reason.

If you have any questions on anything contained in this manual, please contact the Human Resources Department.

# 100 Benefits

Considerations:

This introduction statement assumes that all employees of your company are employed at-will. Union employees and individuals employed subject to an employment contract are not employed at will. If you employee individuals who are not employed at-will, you will need to revise this policy.

You may want to insert a brief history of the company and/or the company's mission statement. Be careful to avoid statements that may potentially be discriminatory or that may imply a guarantee of long-term employment.

Effective Date: 02/01/2010

Revision Date: 02/01/2010

YOUR COMPANY NAME HERE sponsors a benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits that will enhance your job satisfaction. We are certain you will agree the benefits program described in this Employee Manual represents a very large investment by the Company.

A good benefits program is a solid investment in the Company employees. The Company will periodically review the benefits program and will make modifications as appropriate to the company's condition. The Company reserves the right to modify, add or delete the benefits it offers.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Personnel Department for more information about health insurance benefits.

## COBRA (Benefits Continuation)

YOUR COMPANY NAME HERE offers coverage under our Health Plan(s) to full time active employees in eligible employment classes and their dependents

For the purposes of this policy, the term Health Plan may include many benefits which fall under the COBRA statute, including but not limited to: coverage under a traditional Major Medical plan, membership in a Health Maintenance Organization (HMO), Dental coverage, Vision coverage, coverage under a Health Flexible Spending Account (HSA) or coverage under a Health Reimbursement Arrangement (H RA).

In accordance with our insurance contract(s) and plan document(s), employees who are no longer working on a full time active basis may lose eligibility for coverage under our Health Plan(s) for themselves and their dependents.

When an employee or their dependent loses eligibility under a Health Plan, they may be eligible to continue their coverage under a Federal law called COBRA. COBRA allows for individuals who would otherwise lose their coverage to continue their coverage, on a premium paying basis, for a period of 18, 29 or 36 months depending upon the reason they lost coverage. The events that may cause a loss of coverage are referred to as "Qualifying Events."

Qualifying Events may include but are not limited to:

* Termination of the covered employee's employment for any reason other than "gross
* misconduct."
* Reduction in the covered employee's hours of employment.
* Covered employee becomes entitled to Medicare.
* Divorce or legal separation of the employee.
* Death of the covered employee.
* Loss of "dependent child" status under the plan rules.

YOUR COMPANY NAME HERE will provide a general notice of COBRA rights when you first become covered under a Health Plan. This notice contains important information regarding your rights and responsibilities under COBRA. It is your responsibility to read this notice. If you have misplaced your general notice and would like a new copy, please contact the Human Resources department.

In the event that you or your dependents experience a Qualifying Event, YOUR COMPANY NAME HERE will send you a COBRA election notice which gives you the opportunity to elect continuation coverage. It is very important that you respond to these notices promptly as YOUR COMPANY NAME HERE is restricted to a limited election period in accordance with our insurance contract(s). YOUR COMPANY NAME HERE cannot extend the election period for COBRA coverage or the grace period for COBRA payments.

## ERISA

YOUR COMPANY NAME HERE sponsors a variety of benefit programs for our employees. Some, but not all, of these benefit programs are governed under the Federal Law titled the Employee Retirement Income Security Act (ERISA).

YOUR COMPANY NAME HERE will furnish the appropriate Summary Plan Descriptions (SPD's) to all covered employees as required under ERISA. These documents will be distributed to you when you first become covered under the plan, when the plan changes and at least every 10 years if the plan does not change. If you have lost your SPD, you may request a new copy from the Human Resources Department.

YOUR COMPANY NAME HERE reserves the right to terminate or change our benefit plans at any time.

ERISA provides you with certain rights and protections, including:

* The right to examine plan documents, at the plan administrator's office, without charge.
* The right to obtain copies of all plan documents and other plan information upon written request and payment of reasonable copy charges to the plan administrator.
* The right to receive a summary of the plan's financial report.

Although YOUR COMPANY NAME HERE is the plan sponsor for all of our benefit programs, some of our plans are insured, which means an insurance company administers the plan and pays the claims. You may discuss general matters regarding our benefit plans with the Human Resources Department such as enrollment status or costs for coverage, however, for more detailed information regarding a particular claim or pre authorization procedures, you must contact the insurance company that administers the plan.

If your claim under one of our benefit plans is denied, you have a right under ERISA to receive a notice in writing describing why the claim was denied and you may request that the claim be reconsidered. It is very important that you contact the relevant insurance company or, if the plan is not insured, the Plan Administrator to initiate this process as soon as possible. Our benefit plans include procedures for the reconsideration of a claim and you only have a limited period of time to exercise your right to request reconsideration. Please review the relevant SPD for more specific information.

If you have any questions about your benefit plans, you should contact the Human Resources Department.

## HIPAA

The Health Insurance Portability and Accountability Act (HIPAA) limits exclusions for preexisting conditions, prohibits discrimination against employees and their dependents based on their health status and allows for individuals who have experienced certain events to "Special Enroll" into a Health Plan sponsored by YOUR COMPANY NAME HERE or another company's Health Plan.

YOUR COMPANY NAME HERE has taken steps to ensure that the Health Plan(s) that we sponsor fully comply with the HIPAA exclusions on preexisting conditions. YOUR COMPANY NAME HERE has also reviewed our internal policies and procedures to ensure that we do not discriminate against employees or their dependents based upon health status. Eligible individuals may enroll in the Health Plan(s) sponsored by YOUR COMPANY NAME HERE regardless of current health status.

Special Enrollment rights apply under two broad sets of circumstances. The first set of circumstances relate to the loss of other health coverage. If you originally declined coverage at YOUR COMPANY NAME HERE because you already had other health coverage, you may have the opportunity to Special Enroll in the event that you lose that other coverage. The definition of a "loss of coverage" is quite complex. You may refer to your Notification of Special Enrollment Rights to learn more about a loss of coverage or you may contact the Human Resources Department if you have additional questions.

The other circumstances which may trigger a special enrollment opportunity are changes in your family. In the event that you gain a new dependent as a result of marriage, birth, adoption or the placement for adoption, you may have the opportunity to Special Enroll yourself and/or the new dependent in a YOUR COMPANY NAME HERE Health Plan. As is the case with loss of coverage, there are special rules that regulate who may be added to the Health Plan as a result of special enrollment. You may refer to your Notification of Special Enrollment Rights to learn more about covering a new dependent or you may contact the Human Resources Department if you have additional questions.

Most Special Enrollments must be reported to us within 30 days of the event that triggered the Special Enrollment rights. For example, if you lose coverage under another employer's health plan on the 1" of the month, you must request Special Enrollment with Sample Company by the so'' of the month. The same 3D-day rule applies to most other Special Enrollment opportunities such as marriage. The exception to the 3D-day rule is when coverage is lost under the State Children's Health Insurance Program (SCHIP) or Medicaid. A loss of coverage under SCHIP or Medicaid must be reported to us within 60 days of the event.

Coverage will generally be effective under our plan on the 1" day of the month following your notification to us. The exception to this rule relates to the birth or placement for adoption of a new child. Coverage for new children will be effective retroactive to the date of birth or date of adoption. IT IS VERY IMPORTANT THAT YOU NOTIFY US WITHIN 30 DAYS OF A BIRTH OR PLACEMENT FOR ADOPTION. Some employees incorrectly assume that because they are covered under a YOUR COMPANY NAME HERE health plan, their child will automatically be covered. Your new child will only be covered retroactive to their birth or placement for adoption if you notify us within 30 days. Due to the restrictions of our insurance contract(s), we are unable to make exceptions to this policy.

YOUR COMPANY NAME HERE provides all employees with a Notification of Special Enrollment Rights before they are offered coverage in the Health Plan(s) sponsored by YOUR COMPANY NAME HERE This notification gives you important information about your Special Enrollment rights. If you have lost your Notification of Special Enrollment Rights, you can request a copy from the Human Resources Department.

If you decline enrollment under YOUR COMPANY NAME HERE 's plan for yourself or your dependents, we will ask you to complete a Declination of Enrollment form. This form will be kept on file to document the reason(s) why you declined coverage. Our insurance contract(s) may require that we provide them with a copy of this form in the event that you request a Special Enrollment due to loss of other coverage. We may also need evidence of the date that your other coverage was lost. The most common form of evidence is a Certificate of Creditable Coverage. A Certificate of Creditable Coverage may be automatically mailed to you when your other coverage is lost. Providing a copy of this certificate will help us ensure that your Special Enrollment is processed quickly and efficiently. If you do not have a Certificate of Creditable Coverage, there are other ways you can demonstrate the loss of other coverage. If you have any questions, contact the Human Resources Department.

Include this section if the Plan(s) include an Open Enrollment option.

YOUR COMPANY NAME HERE 's Health Plan(s) offer an annual Open Enrollment period. If you have previously declined coverage for yourself or your dependents but have not experienced a Special Enrollment event, you may have the opportunity to enroll during our Open Enrollment period. Our Open Enrollment period begins «BEGIN DAY» and ends «END DAY» of each year.

## Section 125 Plan

YOUR COMPANY NAME HERE has established a plan which allows our employees to voluntarily reduce their taxable income in exchange for nontaxable benefits provided by YOUR COMPANY NAME HERE Participation in this plan is not mandatory but many employees find that they are able to significantly reduce their income taxes in exchange for benefits they would otherwise pay for with taxable income. Your individual savings will depend upon your income and tax filing status.

Elections for the 125 Plan are made each year from «BEGIN DAY» to «END DAY». You may commence participation in the plan during this period or when you first become eligible for coverage under the plan, whichever comes first. With limited exceptions, elections under the 125 plan are irrevocable for an entire plan year or the remainder of the current plan year, depending upon when the election is made. YOUR COMPANY NAME HERE must enforce the irrevocability rules under the plan to preserve the tax-favored status of contributions under the plan.

There are limited exceptions to the irrevocability rule. Please refer to the Section 125 information that was distributed to you to learn more. If you have additional questions, you may contact the Human Resources Department.

Considerations:

* A plan is only valid if there is a proper Plan Document and election forms.

## Workers' Compensation Insurance

YOUR COMPANY NAME HERE provides a comprehensive workers' compensation insurance program to our employees. This program does not cost you anything.

The workers' compensation program covers injuries or illnesses that require medical, surgical, or hospital treatment. Subject to legal requirements, workers' compensation insurance begins after a short waiting period, or if you are hospitalized, the benefits begin immediately.

It is very important that you tell your supervisor immediately about any work-related injury or illness, regardless of how minor it might seem at the time. Prompt reporting helps to make sure that you qualify for coverage as quickly as possible and allows us to investigate the matter promptly.

Workers' compensation covers only work-related injuries and illnesses. Neither the Company nor its insurance carrier will pay workers' compensation benefits for injuries that might happen if you voluntarily participate in an off-duty recreational, social, or athletic activity that we might sponsor.

If you have questions regarding your Workers' Compensation claim, please contact the Human Resources Department.

# 110 Business Travel Expenses

Effective Date: 02/01/2010

Revision Date: 02/01/2010

We will reimburse you for reasonable business travel expenses if the immediate supervisor approves the travel in advance. We reimburse approved travel expenses such as travel, meals, lodging, and other expenses as long as they were necessary to meet the objectives of the trip.

If you become ill or are involved in an accident while on business travel, immediately notify your supervisor.

If you use a vehicle owned, leased, or rented by the Company, you may not use that vehicle for personal reasons unless you received advance approval.

When a business trip is over, submit your completed travel expense report within 30 days. With your expense report, you must also submit receipts for every expense item.

See your supervisor for help and questions about business travel, expense reports, or any other travel issues.

It is a very serious matter if you record false or misleading information on your expense report. You may not request reimbursement for expenses that you did not have or that were not business-related. Employees who do not follow this business travel policy could be subject to disciplinary action, up to and including termination of employment.

Considerations:

* Is there a company designated travel agency or an individual within the company who is designated to handle reservations?
* Are employees reimbursed for meals or is a "per diem" paid in advance of the trip.
* What are allowable expenses (luxury rental cars, 5 star hotels, first class airfare)? It is wise to place limitations on potential expenses before they are incurred.
* Who authorizes company travel?
* What expenses are employees allowed to incur in the event of a travel disruption?

## Automobile Use - Personal

YOUR COMPANY NAME HERE is not responsible for damage to your personal auto when you are using it for Company business. The Company will reimburse the employee based on actual miles driven times the rate established by the Company. This must totally compensate you for all gasoline mileage, wear and tear, and insurance costs associated with the business use of the vehicle.

# 200 Company Equipment

Effective Date: 02/01/2010

Revision Date: 02/01/2010

## Computer Usage

To help you do your job, YOUR COMPANY NAME HERE may give you access to computers, computer files, the email system, and software. You should not use a password, access a file, or retrieve any stored communication without authorization. To make sure that all employees follow this policy, we may monitor computer and email usage.

We try hard to have a workplace that is free of harassment and sensitive to the diversity of our employees. Therefore, we do not allow employees to use computers and email in ways that are disruptive, offensive to others, or harmful to morale.

* Installing computer software not authorized by YOUR COMPANY NAME HERE This rule applies regardless of the ownership of the software. For example, you may not install software you personally own or have downloaded for free from the internet. This includes but is not limited to, music software, photo software, internet search software, screen savers and desktop backgrounds.
* Storing files of a personal nature on our systems. This includes but is not limited to, music, pictures, video and personal documents.
* Accessing files you have not been given permission to access.
* Infiltrating or attack YOUR COMPANY NAME HERE networks.
* Utilizing our computers or data processing equipment to access, infiltrate or attack the networks of any other entity.
* Copying files or software from YOUR COMPANY NAME HERE systems without our permission.
* Connection of equipment or devices not authorized by YOUR COMPANY NAME HERE This includes but is not limited to, cameras, iPods, MP3 players, flash drives and portable hard drives.
* Printing documents, photographs or articles that are for personal use.

If your computer has internet access, we have provided you with this service because we believe it is necessary for you to perform your job. Internet access is only to be used for legitimate business purposes relating to the operation of YOUR COMPANY NAME HERE If you are unsure if accessing a particular website is permissible, you may check with your supervisor or the Human Resources Department. Some examples of websites and services which may not be accessed include but are not limited to:

* File sharing websites or services, commonly known as IIp2P".
* Social networking sites such as MySpace, Facebook and Twitter.
* Internet chat or instant messaging services.
* Gambling or bookmaking websites.
* Pornographic or adult oriented websites
* Shopping websites (except when purchasing supplies or equipment for YOUR COMPANY NAME HERE)
* Auction websites such as EBay (except when purchasing supplies or equipment for YOUR COMPANY NAME HERE)
* A personal home page, blog or photo sharing site.
* News or sports websites.
* Websites which may create a hostile work environment on the basis of age, sex, national origin, religion or disability.
* Audio or video streaming websites not authorized by YOUR COMPANY NAME HERE such as internet radio or internet webcasts.

YOUR COMPANY NAME HERE also provides some employees with access to our corporate email system. If we have provided you with access to our corporate email system we have done so because we believe it is a necessary tool so that you may perform your job. Use of our corporate email system is restricted to legitimate business purposes relating to the operation of YOUR COMPANY NAME HERE Your YOUR COMPANY NAME HERE email account remains the property of YOUR COMPANY NAME HERE and is not to be used as a personal email account. Examples of impermissible email use include but are not limited to:

* Emails of a personal nature, whether to other employees or outside individuals.
* Solicitations of any kind. You may not use the YOUR COMPANY NAME HERE email system to sell items, solicit donations or offer services.
* Emails which may discriminate or harass individuals on the basis of age, sex, national origin, religion or disability.
* Chain or forwarded emails. If someone sends you this type of email, do not open it or forward it, immediately delete it and notify your supervisor or the IT Department. This type of email message often contains files which may damage or compromise our systems.

When using our corporate email system to communicate with fellow employees or our suppliers and customers, always use proper etiquette, spelling and grammar. Avoid slang terms or expressions, derogatory comments and inappropriate language. Messages you send using our email system reflect not only on yourself but also YOUR COMPANY NAME HERE Try to avoid sending replies too quickly, often, after you have carefully considered a situation, you can send a more thoughtful response.

Please limit the use of the Carbon Copy (CC, BCC) function to situations where it is essential. If you are asking a question or directing a comment to an individual, it is often confusing when many other people are copied on the same message. Furthermore, there are very few instances where you will need to send an email to everyone in the company. Discuss the matter with your supervisor before copying all employees. The email system can improve productivity if used properly but may also limit productivity if employees must spend a great deal of time reading messages which do not apply to them.

YOUR COMPANY NAME HERE has implemented systems to limit the amount of "spam" and inappropriate messages delivered by our email system. However, from time-to-time, spam or inappropriate messages may still get through. We ask that employees be responsible and delete these messages immediately. If you seem to be getting a large number of spam or inappropriate messages please immediately discuss the matter with your Supervisor or the Human Resources Department. It is the policy of YOUR COMPANY NAME HERE to prevent unlawful harassment or discrimination in our workplace and we will work with you to block inappropriate messages.

YOUR COMPANY NAME HERE may monitor your computer usage, internet access and email usage to ensure compliance with this and other YOUR COMPANY NAME HERE polices. You should have no expectation of privacy when using YOUR COMPANY NAME HERE systems. Misuse of YOUR COMPANY NAME HERE, computers, data processing equipment, internet access or email systems may result in disciplinary action up to and including termination.

Any content contained within, created on or transmitted from YOUR COMPANY NAME HERE systems by our employees is the intellectual property of YOUR COMPANY NAME HERE YOUR COMPANY NAME HERE retains the right to access and review any file, email or internet log.

You may not copy, remove or destroy YOUR COMPANY NAME HERE intellectual property without our express permission.

The copying, removal or destruction of YOUR COMPANY NAME HERE intellectual property may subject you to disciplinary action up to and including termination. Willful or intentional copying, removal and destruction of YOUR COMPANY NAME HERE intellectual property will be prosecuted to the full extent allowed under the law.

## Return of Company Property

YOUR COMPANY NAME HERE may loan you property, materials or written information to help you do your job. You are responsible for protecting and controlling any property we loan you.

You must also return it promptly if we ask. If you stop working at the Company, you must return all Company property immediately.

If you do not return our property and if the law allows, we may take money from your regular or final paycheck to cover the cost. We may also take legal action to get back our property.

Considerations:

* Check with legal counsel regarding specific agreements you may wish to execute with employees that have access to sensitive or valuable items.
* There are limitations on deductions from paychecks. Check with legal counsel before initiating a deduction.

## Telephones

All YOUR COMPANY NAME HERE equipment, including the telephone system, is the property of the Company. We encourage you to make any necessary personal phone calls during your lunch or break periods. The Company may require that you pay us for any charges associated with these calls. Long-Distance calls are not permitted.

Also, please be aware that employees who use the telephone system may have their conversations monitored or recorded and may access and review call logs and voice mail recordings. Telephone monitoring helps us to identify training needs and performance problems.

Our telephone communications are an important reflection of our image to customers and the community. Always use proper telephone etiquette. The following are some examples of good telephone etiquette: use the approved greeting, speak courteously and professionally, repeat information back to the caller, and only hang up after the caller hangs up.

### Cell Phones

The Company may provide you with or allow you to use cell phones while on the job. It is the employee’s responsibility to use cell phones in a safe manner to protect themselves and others. You should fully understand and use features such as speed-dial, memory and hands free equipment where appropriate. Use of personal cell phones except on breaks, should be for emergency only. Calls should not be made from workstations to avoid disruption in the workplace. Cells phones should be turned off or kept on vibrate. Incoming emergency calls should be kept as brief as possible. Unauthorized use of photo capabilities of cell phones is prohibited.

Company cell phones and other communication devices are the property of the Company and must be returned to us when we request it. The mobile service that YOUR COMPANY NAME HERE provides is exclusively for the benefit of YOUR COMPANY NAME HERE Employees are expected to refrain from making/sending or receiving calls, text messages and emails of a personal nature with Company communication devices. YOUR COMPANY NAME HERE may review call logs, voicemail, voicemail recordings and text message or email transcripts made using a Company device to ensure compliance with this and other Company policies. If the communication device issued to you contains a GPS or similar feature, we reserve the right to monitor your location when performing your job duties.

While operating a motor vehicle, employees must refrain from using cell phones, use hands free equipment with both hands on the wheel or safely pull to the side of the road before making or accepting calls. When possible incoming calls should be declined, allowing the use of voicemail or Caller ID, returning the call when the destination is reached.

Text messaging while driving is prohibited. Never divert your attention from driving by taking notes, checking phone books, etc. Keep the cell phone in an easily accessible location.

All conversations should be suspended during heavy vehicular or pedestrian traffic, severe weather or other condition which may impede safe driving. This includes conversations using hands free equipment. Emotional or stressful conversations should be avoided.

Violation of this policy may result in disciplinary action up to and including termination and employees may also be responsible for charges YOUR COMPANY NAME HERE incurs as a result of violation.

# 210 Company Policies

Effective Date: 02/01/2010

Revision Date: 02/01/2010

## Appearance

Employees of YOUR COMPANY NAME HERE are expected to maintain good personal cleanliness, attire and hygiene. Employees should present a neat, professional appearance at all times and be well-groomed and dressed appropriately.

Examples of prohibited clothing and personal hygiene issues in violation of our policy include but are not limited to:

* Advertise a product or service other than those products or services offered by YOUR COMPANY NAME HERE
* Cause disruption or distraction in the workplace such as excessively tight, short or revealing items.
* Rude or obscene gestures, graphics or language.
* Exhibit signs of excessive wear such as holes, rips or fraying.
* Shoes which do not provide adequate protection for your job classification.
* Open toed shoes or poorly secured shoes including, but not limited to, sandals or flip-flops.
* Insufficiently concealed undergarments.
* Large and excessive jewelry which inhibits the ability of the employee to perform their job effectively and safely or causes a disruption or distraction in the workplace.
* Excessive odors which cause disruption or distraction in the workplace.
* Flamboyant or unusual hair styles or colors.
* Exposed facial or body piercings or tattoos.
* Hair or nails which interfere with the ability of the employee to perform their job effectively and safely.

If your supervisor finds that your personal appearance is inappropriate, you will be asked to leave work and return properly dressed and groomed. If you are asked to leave, you will not be paid for the time you are away from work. See your supervisor if you are not sure about the correct clothing standards for your job.

It is the policy of YOUR COMPANY NAME HERE to accommodate employees on the basis of disability, national origin and religion. If you feel that an aspect of this policy or its enforcement causes discrimination on the basis of disability, national origin or religion, please contact the Human Resources Department.

Considerations:

* Every employer is different and will have different requirements on dress code and personal appearance. This policy should be customized to meet your specific needs.

## Personal Information Changes

YOUR COMPANY NAME HERE needs to have correct information about you for our records. It is your responsibility to keep us informed as to any changes in your personal information. Please keep us informed as to any changes to the following:

* Mailing Address
* Phone numbers
* Marital status
* Dependant information
* Emergency contacts

All employees' personnel data should be correct at all times. To inform us of any changes, please contact the Human Resources Department.

## Personal Property

YOUR COMPANY NAME HERE provides you with the tools, supplies and equipment necessary to perform your job. YOUR COMPANY NAME HERE maintains the tools, supplies and equipment that we provide to you in a manner we believe will allow you to work efficiently and safely. If you do not believe that you have the necessary tools, supplies or equipment to perform your job safely and efficiently, please discuss your concerns with your supervisor. It is not acceptable for you to bring your own tools, supplies or equipment into the workplace without the approval of your supervisor.

Although YOUR COMPANY NAME HERE provides you with some flexibility regarding the decoration of your work area, we ask that you not bring valuable personal items to work.

If we provide you with a locker, be sure that it is properly locked prior to beginning your shift. Do not place valuable personal items such as iPods, cell phones, game machines or jewelry in your locker as we cannot guarantee the security of your personal items. You should leave these items at home or locked in your vehicle.

YOUR COMPANY NAME HERE is not responsible for any lost, stolen or damaged personal property. Your personal property is not covered under our business insurance policy. Your personal property away from home may be covered under your Homeowners' Policy. You should check with your personal insurance agent to learn about the best way to protect your personal property.

Additionally, you may not bring any of the following items onto company premises.

* Intoxicating beverages or narcotics
* Firearms or weapons of any kind within the buildings
* Sexually suggestive objects, pictures, cartoons, or posters
* Items that are demeaning or offensive on the basis of race, color, age, sex, gender, disability, religion, national origin, ethnic background or citizenship.

YOUR COMPANY NAME HERE reserves the right to prohibit other items that we believe may be disruptive to the workplace or constitute an unacceptable risk of loss.

In order to maintain a safe workplace, it may be necessary for lockers, desks or cabinets to be searched on occasion. These are the property of the company and, as such, we reserve the right to search them with or without advance notice. You should have no expectation of privacy.

Furthermore, YOUR COMPANY NAME HERE reserves the right, subject to applicable law, to search any briefcases, backpacks, purses, satchels or similar items when you enter or exit our facilities.

Considerations:

* Check with legal counsel before searching for prohibited items as different laws apply in different jurisdictions

### Personal Vehicle

YOUR COMPANY NAME HERE provides parking facilities for our employees. This parking area is not actively monitored. If you ride a motorcycle or scooter, we have designated an area for you to park. You may not bring your motorcycle or scooter into our buildings or block any entrance or exit. It is your responsibility to ensure that your vehicle is locked and safely parked when using our parking facilities.

If you ride a bicycle to work, we have designated an area where you may secure your bicycle before beginning your shift. We recommend that you purchase a strong chain or cable and a tamper-resistant lock for securing your bicycle. You may not bring your bicycle into our buildings or block any entrance or exit.

Only employees who possess valid state-issued tags may park in designated handicapped parking areas. If you do not have a state issued tag or you are using another individual's tag, you may be subject to towing and or civil fines and penalties. These rules apply 24 hours a day, seven days a week.

When using your personal vehicle for company business, you will be reimbursed at the rate set by the company multiplied by the actual miles driven. This is the total compensation for the use of your vehicle including gas, wear and tear and insurance costs.

YOUR COMPANY NAME HERE is not responsible for any damage to your personal vehicle while using our parking facilities or when you are using your personal vehicle for company business.

# 220 Complaints (Problem Resolution)

Effective Date: 02/01/2010

Revision Date: 02/01/2010

YOUR COMPANY NAME HERE 's policies and procedures emphasize open-door practices in which employees are encouraged to deal directly with their supervisors and other members of management regarding complaints and problems.

Under normal conditions, if an employee has a job-related problem, question or complaint, it should be discussed with his or her supervisor. The simplest, quickest and most satisfactory solution often will be reached at this level.

If discussion with the employee's supervisor does not answer the question or resolve the matter satisfactorily, the complaint then may be presented, orally or in writing, to the next higher level of management.

If the matter still is not resolved satisfactorily, the employee may present the complaint to Human Resources Department, which will render an objective analysis of the situation and options.

When the issue personally involves the supervisor or manager with whom the employee ordinarily would discuss a problem, the employee may bypass that individual and proceed to the next person in authority without fear of reprisal. At any time, an employee may seek the advice and guidance of the Human Resources Department. Difficulties in using this complaint procedure should be brought to the attention of the Human Resources Department.

Not every problem can be resolved to everyone's total satisfaction. However, we believe that honest discussion and listening to each other will build confidence between employees and management and help make the Company a better place to work.

# 300 Employee Conduct

Effective Date: 02/01/2010

Revision Date: 02/01/2010

## Conduct and Work Rules

We expect you to follow certain work rules and conduct yourself in ways that protect the interests and safety of all employees and YOUR COMPANY NAME HERE

These rules are published for your information and to minimize the likelihood of any employee, through misunderstanding or otherwise, to become subject to any disciplinary action. Violation of any YOUR COMPANY NAME HERE rule cannot be ignored by Management.

Violation of work rules such as these as well as other offenses deemed appropriate by management may result in disciplinary action, up to and including termination of employment:

* Theft or inappropriate removal or possession of property
* Falsification of timekeeping or other company records
* Working under the influence of alcohol or illegal drugs
* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
* Conviction of a felony
* Fighting or threatening violence in the workplace
* Boisterous or disruptive activity in the workplace
* Negligence or improper conduct leading to damage of employer-owned or customer-owned property
* Insubordination or other disrespectful conduct
* Sleeping during work hours
* Violation of safety or health rules
* Smoking in prohibited areas
* Sexual or other unlawful or unwelcome harassment
* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
* Contributing to unsanitary conditions, poor housekeeping or eating at workstations
* Excessive absenteeism or any absence without notice
* Absence for three consecutive work days without notification (except in extenuating circumstances)
* Unauthorized absence from work station during the workday
* Unauthorized use of telephones, mail system, or other employer-owned equipment
* Unauthorized solicitation of funds or distributing literature on Company property, posting or removal of notices, signs, or writing in any form on bulletin boards or Company property at any time
* Unauthorized disclosure of business "secrets" or confidential information
* Unauthorized presence on Company property outside of employee’s scheduled work hours
* Violation of personnel policies
* Unsatisfactory performance or conduct

This list is an example only and is not all-inclusive.

Since your employment with the Company is voluntary and at will, you may terminate your employment at any time you want, with or without cause or advance notice. Likewise, the Company may terminate your employment at any time, with or without cause or advance notice.

Considerations

* Be aware of protections under ADA, FMLA and state law for individuals with a disability or a serious health condition when enforcing rules regarding sleeping, unauthorized absence, inefficiency
* An employer may generally prohibit the distribution of literature but be careful if the literature relates to any organization efforts on the part of the employees. Federal labor laws protect the rights of employees to organize.

## Confidentiality (Non-Disclosure)

YOUR COMPANY NAME HERE has various types of confidential business information which must be protected. Employees are obligated to protect this information.

Such confidential information includes, but is not limited to, the following examples.

* Financial information;
* Compensation data;
* Marketing strategies and information;
* Technological data;
* Trade secrets; and
* Personnel data and payroll records.
* Customer information

If you have access to confidential information, we may ask that you sign a non-disclosure agreement as a condition of your employment.

If you are questioned by someone outside the company or your department, please refer the request to your manager or to the President. No one is permitted to remove or make copies of any company records, reports or documents without prior management approval.

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they did not actually benefit from the disclosed information.

## Conflicts of Interest

Employees of YOUR COMPANY NAME HERE have a duty to avoid any actual or apparent conflict of interest with YOUR COMPANY NAME HERE A conflict can arise when an employee takes actions or has interests that make it difficult for him or her to perform his or her work objectively or properly.

Conflicts also arise when an employee or a member of his or her family receive improper personal benefits as a result of his or her position with the company.

All employees must be guided by what is in the best interests of YOUR COMPANY NAME HERE

If you have any questions about a current or potential conflict of interest, please contact the Human Resources Department.

Considerations:

* Employers may wish to ask employees whose position poses a greater risk of conflict of interest issues to sign specific legal agreements with the company.

## **Customer Contact**

It is the policy of YOUR COMPANY NAME HERE to be service-oriented and customer-oriented. This means that our employees should treat all customers with courtesy and respect.

Each contact with our customers and clients, whether in person, by phone or by electronic communication should be professional. Any customer-related problems, including customers who are abusive or harassing, should be reported to your supervisor.

## Discipline

It is the policy of YOUR COMPANY NAME HERE to discipline an employee whenever he/she violates a rule, a regulation, or performs unsatisfactorily. The following policy describes the procedure for administering fair and consistent discipline. The purpose of this policy is to correct the problem and prevent it from happening again.

In each instance, the disciplinary action taken is to be consistent and in proportion to the seriousness of the violation. In addition, discipline is to be administered by the employee's supervisor as soon as it is practical. However, a violation which is serious in nature is to be corrected by any supervisor immediately, whether the employee is a subordinate or not.

Both you and YOUR COMPANY NAME HERE have the right to terminate employment at-will, with or without cause or advance notice. YOUR COMPANY NAME HERE may use this discipline policy at its discretion.

Disciplinary action may be any of the following four steps: verbal warning, written warning, suspension with or without pay, or termination of employment. We will look at how severe the problem is and how often it has happened when deciding which step to take.

Warning notices will be placed in the applicable employee's personnel file. Should further violations occur, such warnings will remain as a basis for progressive disciplinary action for a period of 23 months.

## Drug and Alcohol Use

YOUR COMPANY NAME HERE is committed to being a drug-free, healthful, and safe workplace. You are required to come to work in a mental and physical condition that will allow you to perform your job satisfactorily.

The Company employees may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs while on the Company premises or while conducting any business-related activity away from the Company premises. You may use legally prescribed drugs on the job only if they do not impair your ability to perform the essential functions of your job effectively and safely without endangering yourself or others.

In the event of a job-related accident, drug testing may be required. Also, we may perform testing for additional reasons which include, but are not limited to pre-employment, suspicious behavior and/or random selection.

If you violate this policy, it may lead to disciplinary action, up to and including immediate termination of your employment. We may also require that you participate in a substance abuse rehabilitation or treatment program. If you violate this policy, there could also be legal consequences.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with your supervisor or the Human Resources Department without fear of reprisal.

### Drug Testing

We are committed to making YOUR COMPANY NAME HERE a safe, efficient, and productive work environment for all employees. There can be serious safety and health risks if an employee uses or is under the influence of drugs on the job. We may ask job applicants and employees to provide body substance samples, such as urine and/or blood, before employment begins, post-accident, randomly or for suspicious behavior. We will use the samples to check for the illegal or illicit use of drugs. If you refuse to be tested for drugs, you may be subject to disciplinary action, up to and including termination of employment.

We will provide copies of the drug testing policy to all employees. If you have questions about our drug testing policy or its administration, contact the Human Resources Director.

## Ethics

At YOUR COMPANY NAME HERE, we want to achieve the highest levels of business and personal ethical standards. Additionally, we will comply with all laws and regulations that apply to our business.

Ethical business behavior is the responsibility of every employee. Failure to act in an ethical manner will be cause for discipline, up to and including termination.

If you have any questions about the ethics involved or conduct required in a particular situation, please contact the Human Resources Department.

## Harassment

It is the long established policy of YOUR COMPANY NAME HERE to extend equal employment and advancement opportunities to all qualified individuals regardless of their race, color, age, sex, pregnancy, gender, disability, religion, national origin, ethnic background, military service, citizenship or any other characteristic protected by law. All personnel are reminded that each employee is at all times to be treated courteously by fellow employees so that he or she is free from harassment or interference based on factors such as those mentioned above. Any form of harassment will not be tolerated.

Harassment is defined as unwelcome or unsolicited verbal, physical or sexual conduct that interferes with an employee’s job performance or which creates an intimidating, offensive or hostile work environment. Some examples include, but are not limited to:

* Questions or comments that unnecessarily infringe on personal privacy or offensive, sexist, off-color or sexual remarks, jokes, slurs or propositions or comments that disparage a person or group on the basis of race, color, age, sex, pregnancy, gender, creed, disability, religion, national origin, ethnic background, military service or citizenship.
* Derogatory or suggestive posters, cartoons, photographs, calendars, graffiti, drawings, other materials or gestures. Inappropriate touching, hitting, pushing or other aggressive physical contact or threats to take such action.
* Unsolicited sexual advances, requests or demands, explicit or implicit, for sexual favors.

Sexual Harassment is constituted as discrimination and is prohibited by state and federal laws. Therefore, it is the position of this company that sexual harassment will not be tolerated. It is a violation of Company policy for any supervisor or employee, male or female to engage in sexual harassment as defined below. Such conduct will result in disciplinary action up to and including dismissal.

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as follows:

Quid Pro Quo - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute quid pro quo when (1)submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment and, or (2)submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual.

Hostile Environment - Is one which unwelcome sexual advances, requests for sexual favors and verbal or other conduct of a physical nature occur and when 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.

Some examples of sexual harassment include, but are not limited to:

* Unwanted sexual advances
* Offering employment benefits in exchange for sexual favors
* Making threatening reprisals after a negative response to sexual advances
* Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters
* Verbal conduct such as making derogatory comments, epithets, slurs, sexually explicit jokes or comments about an employee’s body or dress
* Verbal sexual advances or propositions
* Verbal abuse of a sexual nature, graphic verbal commentary about an individual’s body, sexually degrading words to describe an individual or suggestive or obscene letters, notes or invitations
* Physical conduct such as touching, assault or impeding or blocking movement and
* Retaliation for reporting harassment or threatening to report harassment

Any employee who believes he/she has experienced such conduct by anyone, including a supervisor, co-worker or by persons doing business with or for this Company should tell the offender that such conduct is unwelcome and unacceptable. If the offensive behavior does not stop, or if the employee is uncomfortable confronting the offender, the employee must immediately report such conduct to the President, CEO or to either of the Company Compliance Officers listed below:

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

Male Contact Female Contact

This company prohibits retaliation against any employee who complains of sexual harassment or who participates in an investigation. All aspects of the complaint-handling procedure will be handled discreetly. However, it may be necessary to include others on a need to know basis.

All incidents of prohibited harassment that are reported will be investigated. The Compliance officers listed above will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The investigation will be completed as soon as practicable and a determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser. If a complaint of prohibited harassment is substantiated, appropriate corrective action, up to and including discharge, will be taken. Appropriate action will also be taken to correct the effects of the harassment and to deter any future harassment.

By my signature below, I acknowledge that I have read the above sexual harassment policy and will comply with all of the provisions.

Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Considerations:

* This policy should be printed separately and given to the employee on the first day of hire. The employee should have the opportunity to read this policy. The signed and dated copy should be kept in the employee's personnel file.
* It is important to list two different individuals for employees to contact in the event that they have complaints or concerns. It is best if one is female and the other male. Furthermore, it is important to select individuals who are approachable by employees. Avoid the temptation to select individuals in high management positions as employees may not feel comfortable approaching such an individual to report an incident.

## Social Networking

YOUR COMPANY NAME HERE expects employee’s social networking communications to comply with all laws and company policies at all times. This policy applies to all public communications outside the company, including Web logs, social networking sites, websites, broadcast e-mails, instant messaging, text messages, chat rooms, statements to the media, etc. The use of “Social Media” includes all public communications.

Employees must comply with the following rules, including, but not limited to:

* Your social media must comply with company policies, e.g., confidentiality, duty of loyalty, noncompetition, respect for dignity, solicitation, media, harassment, access to records, copyright, trademark, Internet, e-mail, and use of company facilities.
* Do not identify yourself as an employee of the company.
* Do not link to the company’s websites or Web logs.
* Do not discuss company business or co-workers on your social media.
* Company equipment may not be used to create or maintain a personal website or social media. Company equipment is monitored to ensure compliance with its policies.
* You may not disparage the company, its officers, owners, employees, customers, vendors or competition at any time in any social media.
* Excessive or disruptive use of social media during working hours is prohibited.

YOUR COMPANY NAME HERE will delete from its website, files, computer systems, and storage media any unauthorized materials it may find, at any time and without notice. We monitor use of the company name, trademarks, and service marks on the Internet.

We may also require employees to delete references to the company on a website or web log and to stop identifying themselves as an employee of the company.

Violations of this policy may result in discipline, up to and including termination.

# 310 Employment Policies

Effective Date: 02/01/2010

Revision Date: 02/01/2010

## ADA (Disability Accommodation)

It is the policy of YOUR COMPANY NAME HERE to comply with the Americans with Disabilities Act and The ADA Amendments Act of 2008.

We will make sure that all individuals with disabilities:

* Have an equal opportunity to apply for jobs and to work in jobs for which they are qualified;
* Have an equal opportunity to be promoted once they are working;
* Have equal access to benefits and privileges of employment that are offered to other employees; and
* Are not harassed because of their disability.

We will not ask questions about disabilities or require medical examinations until after we have made someone a conditional job offer. We keep medical records confidential and separate from other personnel files. After making a job offer, we will only ask disability-related questions and conduct medical examinations for everyone in the same job category.

Once a person with a disability has started working, actual job performance, and not the employee's disability, will be used as an indicator of the employee's ability to do the job.

Any medical information about applicants or employees will be kept confidential. Information can be confidential even if it contains no medical diagnosis or treatment course and even if it is not generated by a health care professional.

We will provide reasonable accommodations if a person with a disability needs one in order to apply for a job, perform a job, or enjoy benefits equal to those we offer to other employees. We will not provide an accommodation that poses an undue hardship to YOUR COMPANY NAME HERE

Once an accommodation is requested, we will discuss the employee's needs and identify the appropriate reasonable accommodation. We may ask for documentation as to why the requested accommodation is needed.

We will ask questions related to disability and may require a medical examination of an employee whose medical condition appears to be causing performance or safety problems.

### ADA (Life-Threatening Illnesses in the Workplace)

Employees with serious illnesses or injury often wish to continue their normal lives, including work, to the degree that they can. YOUR COMPANY NAME HERE wants to help these employees to work as long as they continue meeting acceptable performance standards. As with other disabilities, we will offer you reasonable accommodations to let you perform the essential functions of your position as long as it doesn't cause undue hardship to YOUR COMPANY NAME HERE

YOUR COMPANY NAME HERE also prohibits discrimination or harassment against individuals with a serious illness or injury. Employees are prohibited from any actions or behavior intended to draw attention to, harass or discriminate against an individual with a serious illness or injury.

You do not have to discuss your serious illness or injury with anyone unless you choose to do so. If you decide to inform your supervisor or the Human Resources Department about your situation, any information that you disclose will be held in the greatest confidence. All employees are prohibited from disclosing the personal health information of another employee. Any medical information which we receive will be kept confidential.

If you are hospitalized or out of work and wish for us to make other employees aware of your condition, you may notify us in writing and we will put your information on the company bulletin board. Otherwise, the YOUR COMPANY NAME HERE prohibition on the disclosure of personal health information shall apply. No employee may make postings, send interoffice emails or circulate any information about the health status of another employee.

If you have questions or concerns about life-threatening illnesses, you should contact the Human Resources Department for information and referral to appropriate services and resources.

## Employment At Will

Your relationship with YOUR COMPANY NAME HERE is strictly a voluntary one. If you do not have a specific employment contract or collective bargaining agreement, employment is at-will. This means that you may terminate your employment at any time for any reason, with or without notice. Additionally, YOUR COMPANY NAME HERE may terminate your employment at any time, for any reason, as long as we do not violate any applicable federal or state law.

This handbook is not a contract or legal document, nor is it an invitation to contract. No one may enter into an employment contract without the signature of the President of the Company. The provisions in the handbook have been developed at the discretion of management and, except for the policy of employment-at-will, may be amended or cancelled at any time, at the sole discretion of the Company.

These provisions replace all other existing policies and practices and may not be changed or added to without the express written approval of the chief executive officer of the Company.

## Equal Employment Opportunity **(EEOC)**

YOUR COMPANY NAME HERE is an Equal Employment Opportunity employer. To give equal employment and advancement opportunities to all people, we make employment decisions at the Company based on each person's performance, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, genetic information, veteran status or any other characteristic protected by law.

We will make reasonable accommodations for qualified individuals with known disabilities unless making the reasonable accommodation would result in an undue hardship to the Company.

Our Equal Employment Opportunity policy covers all employment practices, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have a question about any type of discrimination at work, talk with your immediate supervisor or the Human Resources Department. You will not be punished for asking questions about this. Also, if we find out that anyone was illegally discriminating, that person will be subject to disciplinary action, up to and including termination of employment.

## Immigration Law Compliance

YOUR COMPANY NAME HERE will employ only United States citizens and those non-United States citizens who are authorized to work in the United States. We will comply with all aspects of the Immigration Reform and Control Act of 1986. YOUR COMPANY NAME HERE will not discriminate on the basis of national origin or citizenship.

As a condition of employment, each new employee must complete the Employment Eligibility Verification Form 1-9 and present documentation establishing identity and substantiating employment eligibility.

Former employees who are rehired must complete another Form I-9 if the previous I-9 with the Company is more than three years old, or if the original I-9 is not accurate anymore, or if we no longer have the original I-9.

If you have questions or want information on the immigration laws, contact the Human Resources Department. If you ask questions or want to complain about the immigration law, you will not be punished in any way.

### E-Verify

***Applicable?***

The Department of Homeland Security (DHS) and the Social Security Administration (SSA) have established an electronic system called E-Verify to assist employers further in verifying the employment eligibility of all newly-hired employees.

YOUR COMPANY NAME HERE has elected to utilize the E-Verify system to help ensure compliance with federal immigration laws.

Through E-Verify, employers send information about you from your Form I-( to SSA and DHS to ensure that you are authorized to work in the United States and that your name, Social Security Number, date of birth, citizenship status, and any other non-citizen information you choose to provide us on the Form I-9 match government records. As an employee, you have certain rights and responsibilities.

* Employers must post a notice informing employees of their use of E-Verify.
* E-Verify must be used for new hires only, It cannot be used to verify the employment eligibility of current employees.
* E-Verify must be used only after hire and after completion of the Form I-9. Employers may not pre-screen applicants through E-Verify.
* If an employee receives an information mismatch from their From I-9 and SSA and DHS databases, the employer must promptly provide the employee with information about how to challenge the information mismatch, including a written notice generated by E-Verify.
* If an employee decides to challenge the information mismatch, the employer must provide the person with a referral letter issued by E-Verify that contains specific instruction and contact information.
* Employers may not take any adverse action against an employee because he/she contests the information mismatch. This includes firing, suspending, withholding pay or training, or otherwise infringing upon his/her employment.
* The employee must be given eight federal government work days to contact the appropriate federal agency to contest the information mismatch.
* If an employee receives a SSA tentative non-confirmation (TNC), they have the option of visiting a SSA field office to update their record or if the employee is a naturalized citizen, the employee may choose to call USCIS directly to resolve the TNC. The phone number may be found on the SSA referral letter.

## Introductory Period

The first 90 calendar days of employment is an introductory period for new and rehired employees. During the introductory, we will evaluate your work habits and abilities to make sure that you can perform your job satisfactorily. The introductory period also gives you time to decide of the new job meets your expectations.

Employment both before and after the introductory period is at-will, you or the company may terminate your employment at any time, with or without cause or advance notice.

If you are absent for a significant amount of time during your introductory period, the length of the absence will automatically extend the introductory period. We may also extend the introductory period if we decide it was not long enough to evaluate your performance. This could happen either during or at the end of the introductory period.

After you have been employed for 90 days, you will be reviewed by your supervisor. If you have satisfactorily completed the introductory period, you will be classified as a regular employee.

Considerations:

* An employer is not obligated to use an introductory period. There is often functionally no difference between an employee in an introductory period and an employee who is employed-at-will and has completed an introductory period. In such cases, an introductory period may serve no actual purpose and may be eliminated entirely.
* Employers with union employees must modify this policy so that it is consistent with their collective bargaining agreement.
* The introductory period may be longer or shorter than 90 days.
* It is important to determine and state whether benefits (i.e. sick and vacation time) are accrued and/or available during the introductory period.
* If you utilize an introductory period, it may be less confusing for employees if you coordinate it with the waiting periods for your benefits programs. By coordinating them, upon completion of the introductory period, employees will be eligible for benefits.

## Performance Appraisals

We encourage you and your supervisor to discuss job performance and goals on an informal, day-to-day basis. In addition, you and your supervisor will have formal performance evaluations to discuss your work and goals, to identify and correct areas for improvement, and to encourage and recognize your strengths.

# 400 Leaves

Effective Date: 02/01/2010

Revision Date: 02/01/2010

## Funeral (Bereavement) Leave

YOUR COMPANY NAME HERE provides bereavement leave to all eligible employees who need to take time off because an immediate family member died. (Eligible employees refer to those who have successfully completed the introduction period.) To ask for bereavement leave, see your supervisor. We will give you 2 days off with pay to attend the funeral and make any necessary arrangements associated with the death.

We normally will give you bereavement leave unless there are business reasons that require you be at work. With your supervisor's approval, you can use any available paid leave benefits you have, such as vacation, if you need more time off. Documentation of the funeral may be required.

For bereavement leave, "immediate family" means your spouse, parent, child, brother, or sister; your spouse's parent, child, brother, or sister; your child's spouse; your grandparent or your grandchild. We will also consider requests for bereavement leave if someone dies who was as close to you as an immediate family member.

Considerations:

* This is not required by law but, if offered, needs to be given consistently.
* Who is eligible? (All employees, full time employees)
* How long will be given?
* Will it be paid?
* What kind of documentation do you require?
* What do you consider to be immediate family?

## Holidays

YOUR COMPANY NAME HERE will be closed on certain holidays. Eligible employees will be provided time off with pay.

For the purpose of this policy, YOUR COMPANY NAME HERE recognizes the following holidays.

* New Year's Day (January 1)
* Memorial Day (last Monday in May)
* Independence Day (July 4)
* Labor Day (first Monday in September)
* Thanksgiving (fourth Thursday in November)
* Day after Thanksgiving
* Christmas (December 25)

Under some circumstances, YOUR COMPANY NAME HERE may recognize additional holidays. You will be notified in advance if YOUR COMPANY NAME HERE will be closed on an additional holiday and whether or not you will receive pay.

If you are eligible, you will be paid holiday pay at a rate of straight time multiplied by the number of hours that you usually work in a day. Holiday pay does not count as hours worked when calculating overtime.

Employees are eligible for holiday time off with pay once they have completed the introductory period.

If you are eligible for paid holidays, you must also work both the last scheduled work day immediately before the holiday and the first scheduled day immediately after the holiday.

If you are eligible for paid holidays and on the holiday you are on a paid absence, such as vacation or sick leave, you will get holiday pay instead of the paid time off pay you would have received.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus their wages at their straight-time rate for the hours they worked on the holiday.

We do not count holiday paid time off as hours worked when calculating overtime.

Considerations:

* Additional holidays may be added to this list.
* What are eligible employees? (Full-time? Must have completed introductory period?)
* Does the holiday pay policy state that in order to be paid holiday pay, the scheduled day both before and after the holiday must be paid.
* Have you considered offering "floating holidays" for employees who celebrate holidays other than those listed by the company?

## Jury Duty

YOUR COMPANY NAME HERE encourages you to fulfill your civic responsibilities by serving jury duty if you get a summons. You may request unpaid jury duty leave for the absence. You may also use any available paid time off benefits you have, such as vacation, to be paid for an unpaid jury duty leave.

If you get a jury duty summons, show it to your supervisor as soon as possible. This will help us plan for your possible absence from work. We expect you to come to work whenever the court schedule permits.

Either you or the Company may ask the court to excuse you from jury duty if necessary. We may ask that you be relieved from going on jury duty if we think that your absence would cause serious operational problems for the Company.

Subject to the terms, conditions, and limitations of the applicable plans, the Company will continue to provide health insurance benefits for the full period of unpaid jury duty leave.

Considerations:

* Will you give time off with pay for jury duty? If so, how long?
* USERRA law states that any benefits that you give to other employees on leave, such as during jury duty, must also be extended to those on USERRA leave.
* Exempt employees must be paid their full salary for a workweek when any work is performed during that workweek.
* Amounts received as jury fees may be offset against an exempt employee's pay

## Sick Leave

Insert your company specific Sick Leave policy here:

Considerations:

* Who is eligible for sick leave?
* When is it available?
* How is it accrued?
* How is it requested?
* Can it be denied or deferred?
* What happens if it hasn't been used? (lost, carried forward, paid)
* Is there an absence notification policy?

## Vacation Leave

Insert your company specific Vacation Leave policy here:

Considerations:

**Is vacation "granted" or "accrued"?**

**Granted leave:**

* The leave is given periodically (usually on an annual basis) and the employee is given a maximum number of days for a given time period.
* The leave is available anytime during the year.
* It is more flexible for the employer as there are fewer issues with "use it or lose it" rules and, in most circumstances, will be forfeited in the event of a termination.
* It is more flexible for the employee because they are free to use vacation time at any point during the year thus encouraging the use of vacation time and allowing the employer to reap the productivity benefits associated with a well-structured vacation policy.
* This is an employee benefit. Some states say that you lose your benefits once you are terminated. Employers may not have to pay terminated employees for unused leave depending upon state law. The employee could, however, take the leave at the beginning of a year and then terminate employment prior to the end of the year. The employer could not require the employee to "pay back" the leave out of a final check.

**Accrued leave**:

* Leave is earned throughout the year. For example, an employee may earn 3 hours each bi­weekly pay period. Only what has been earned is available to use.
* This is less flexible and there may be deferred compensation issues depending upon how the employer accounts for the time.
* Employers may have to show earned but unused vacation time as a liability on their Balance Sheet.
* It is difficult to take away leave that has been accrued because many states view it as a form of deferred compensation that was "earned" and therefore cannot be taken away.
* Coordinating accrued leave with "use it or lose it" rules can lead to potential violations of state law and at a minimum may limit employees to only using leave towards the end of the year when it may be less convenient for the employer.
* Accrued is another word for "earned" and, as such, many states view this type of plan as a form of deferred compensation. Under most circumstances, the IRS does not require that an employer establish a bona fide deferred compensation plan if it is solely for the purpose of providing vacation time because they consider this to be a "payroll practice."

Additional Considerations:

* Who is eligible?
* When is vacation time available?
* If accrued, how is it accrued?
* What is a year? Is it a calendar year?
* How is it requested?
* Can vacation be denied or deferred?
* What happens when it hasn't been used? Is it lost, carried forward, paid?
* What happens when the employee leaves?

## Leave Of Absences

### ***Sample Domestic Violence Leave Law Policy***

Effective as of July 2007 the State of Florida requires all employers with more than 50 employees to grant eligible employees up to three (3) days unpaid leave to deal with issues of domestic violence.

Domestic violence is defined as “any assault, aggravated assault, battery, aggravated battery, sexual assault, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offence resulting in physical injury or death of one family or household member by another family or household member.”

YOUR COMPANY NAME HERE will grant unpaid Domestic or Sexual Violence Leave up to three (3) days in a “rolling” twelve (12) month period, measured backward, to an eligible employee if the employee or a family or household member has been a victim of domestic violence. Eligible employees are those who have completed 3 months employment.

Eligible family and household member is defined as spouse, former spouse, persons related by blood or marriage, persons who presently or previously reside together as if a family in the same single dwelling unit, and persons who are parents of a child in common regardless of whether they have been married.

The purpose of Leave is to:

* Seek an injunction for protection against or in cases of dating, domestic, sexual and repeat violence.
* Obtain medical care and/or mental health counseling to address physical or psychological injuries resulting from the act of domestic violence.
* Obtain services from a victim-services organization;
* Make the employee's home safe/secure from the perpetrator or to seek new housing.
* Seek legal assistance or attend and prepare for court-related proceedings concerning the situation.

Employee must request leave twenty four (24) hours advance, unless in imminent danger. Requests must include sufficient documentation including, but not limited to, a report by a law enforcement official, a domestic violence shelter, and/or a medical care or mental health professional. Information is considered confidential to the extent directed by statute.

Employees may use any accrued leave benefits concurrently with Domestic Violence Leave.

To request leave contact one of the Company Domestic Violence Leave officers below:

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

Male Contact Female Contact

YOUR COMPANY NAME HERE will not deny, restrain, or interfere, with covered employee’s rights to take Domestic Violence Leave. We will also not discharge or discriminate against employees who take leave related to domestic or sexual violence.

### ***Sample Family And Medical Leave Act Policy***

The Family and Medical Leave Act of 1993, as amended, (FMLA or Act) allows ‘‘eligible’’ employees of a covered employer to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 workweeks in any 12 months because of the birth of a child and to care for the newborn child; because of the placement of a child with the employee for adoption or foster care; because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition; because the employee’s own serious health condition makes the employee unable to perform the functions of his or her job; or because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. In addition, ‘‘eligible’’ employees of a covered employer may take job- protected, unpaid leave, or substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 26 workweeks in a ‘‘single 12-month period’’ to care for a covered service member with a serious injury or illness.

**Covered Employer**

An employer covered by FMLA is any person engaged in commerce or in any industry or activity affecting commerce, who employs 50 or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year.

**Eligible Employees**

An eligible employee is one who has been employed by us for at least 12 months (in the past seven years), has been employed by us for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave, and is employed at a worksite where 50 or more employees are employed by us within 75 miles of the worksite. The 12 months that an employee must have been employed by us need not be consecutive months.

**Qualifying Reasons for Leave, General Rule**

Employers covered by FMLA are required to grant leave to eligible employees: (1) For birth of a son or daughter, and to care for the newborn child, (2) For placement with the employee of a son or daughter for adoption or foster care, (3) To care for the employee’s spouse, son, daughter, or parent with a serious health condition, (4) Because of a serious health condition that makes the employee unable to perform the functions of the employee’s job, (5) Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation, and (6) To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

**Serious health condition**

For purposes of FMLA, ‘‘serious health condition’’ entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

**Inpatient Care**

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.

**Continuing Treatment**

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

**(a)** **Incapacity and treatment**. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

(3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

(4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

**(b) Pregnancy or prenatal care**

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

**(c) Chronic conditions**

Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which: (1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider; (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

**(d) Permanent or long-term conditions**

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

**Leave for Pregnancy or Birth**

(a) General rules.

Eligible employees are entitled to FMLA leave for pregnancy or birth of a child as follows:

(1) Both the mother and father are entitled to FMLA leave for the birth of their child.

(2) Both the mother and father are entitled to FMLA leave to be with the healthy newborn child (i.e., bonding time) during the 12-month period beginning on the date of birth. An employee’s entitlement to FMLA leave for a birth expires at the end of the 12- month period beginning on the date of the birth.

(3) A husband and wife who are eligible for FMLA leave and are employed by us will be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for of the employee’s son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement.

(b) Intermittent and reduced schedule leave.

An eligible employee may not use intermittent or reduced schedule leave after the birth to be with a healthy newborn child.

Leave for adoption or foster care.

(a) General rules. Eligible employees are entitled to FMLA leave for placement with the employee of a son or daughter for adoption or foster care as follows:

(1) Employees may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the employee may be required to attend counseling sessions, appear in court, consult with his or her attorney or the doctor(s) representing the birth parent, submit to a physical examination, or travel to another country to complete an adoption. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for leave for this purpose.

**Unable to Perform the Functions of the Position**

(a) Definition. An employee is ‘‘unable to perform the functions of the position’’ where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee’s position within the meaning of the Americans with Disabilities Act (ADA), as amended. An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment.

(b) Statement of functions. We require certification from a health care provider to specify what functions of the employee’s position the employee is unable to perform so that we can then determine whether the employee is unable to perform one or more essential functions of the employee’s position.

**Leave Because of a Qualifying Exigency**

Eligible employees may take FMLA leave while the employee’s spouse, son, daughter, or parent (the ‘‘covered military member’’) is on active duty or call to active duty status for one or more of the following qualifying exigencies:

(1) Short-notice deployment (2) Military events and related activities (3) Childcare and school activities (4) Financial and legal arrangements (5) Counseling: To attend counseling provided by someone other than a health care provider (6) Rest and recuperation (7) Post-deployment activities (8) Additional activities. To address other events which arise out of the covered military member’s active duty or call to active duty status provided that the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

**Leave to Care for a Covered Service member with a Serious Injury or Illness**

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list.

(1) A ‘‘serious injury or illness’’ means an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

(2) ‘‘Outpatient status,’’ with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

(3) An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the ‘‘single 12-month period’’ described in paragraph (c) of this section, provided that the employee is entitled to no more than 12 weeks of leave for one or more of the following: because of the birth of a son or daughter of the employee and in order to care for such son or daughter; because of the placement of a son or daughter with the employee for adoption or foster care; in order to care for the spouse, son, daughter, or parent with a serious health condition; because of the employee’s own serious health condition; or because of a qualifying exigency.

A husband and wife who are eligible for FMLA leave and are both employed by us will be limited to a combined total of 26 workweeks of leave during the ‘‘single 12-month period’’ if the leave is taken for birth of the employee’s son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee’s parent with a serious health condition where a portion of the combined 26 weeks of leave is to care for a covered service member with a serious injury or illness.

**Amount of Leave**

Except in the case of leave to care or a covered service member with a serious injury or illness, an eligible employee’s FMLA leave entitlement is limited to a total of 12 workweeks of leave during any 12-month period. The 12-month period is calculated as follows: a ‘‘rolling’’ 12-month period measured backward from the date an employee uses any FMLA leave

**Intermittent leave or reduced leave schedule**

FMLA leave may be taken ‘‘intermittently or on a reduced leave schedule’’ under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee’s schedule for a period of time, normally from full-time to part-time.

**Substitution of paid leave**

Our employees are required to substitute accrued paid leave for FMLA leave. FMLA leave runs concurrently with other types of leave.

**Maintenance of Employee Benefits**

Employee payment of group health benefit premiums

Group health plan benefits will be maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period. Therefore, any share of group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

If the FMLA leave is substituted paid leave, your share of premiums will be paid by the method normally used during any paid leave, such as payroll deduction.

If FMLA leave is unpaid, payment is due on the same schedule as payments are made under COBRA which is the first day of the month.

Before we drop coverage for an employee whose premium payment is late, we will provide written notice to you that the payment has not been received. Such notice will be mailed to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the letter unless the payment has been received by that date.

**Key Employee, General Rule**

A ‘‘key employee’’ is a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee’s worksite.

Substantial and grievous economic injury

In order to deny restoration to a key employee, we must determine that the restoration of the employee to employment will cause ‘‘substantial and grievous economic injury’’ to our operations, not whether the absence of the employee will cause such substantial and grievous injury.

Rights of a key employee

If we believe that reinstatement may be denied to a key employee, we will give written notice to the employee at the time the employee gives notice of the need for FMLA leave (or when FMLA leave commences, if earlier) that he or she qualifies as a key employee. At the same time, the employer must also fully inform the employee of the potential consequences with respect to reinstatement and maintenance of health benefits if the employer should determine that substantial and grievous economic injury to the employer’s operations will result if the employee is reinstated from FMLA leave.

**Complying with Employer Policy**

Insert your company specific Leave policy here. This must be your general absence or leave notification procedure. You cannot have FMLA-specific procedures.

**Scheduling Planned Medical Treatment**

When planning medical treatment, the employee must consult with us and make a reasonable effort to schedule the treatment so as not to disrupt unduly our operations, subject to the approval of the health care provider.

Intermittent leave or leave on a reduced leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. An employee shall advise us, upon request, of the reasons why the intermittent/reduced leave schedule is necessary and of the schedule for treatment, if applicable. The employee and employer shall attempt to work out a schedule for such leave that meets the employee’s needs without unduly disrupting the employer’s operations, subject to the approval of the health care provider.

**Employee Notice Requirements for Unforeseeable FMLA Leave**

Calling in ‘‘sick’’ without providing more information will not be considered sufficient notice to trigger an employer’s obligations under the Act.

**Certification, General Rule**

We will require that an employee’s leave to care for the employee’s covered family member with a serious health condition, or due to the employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee’s position, be supported by a certification issued by the health care provider of the employee or the employee’s family member. We also require that an employee’s leave because of a qualifying exigency or to care for a covered service member with a serious injury or illness be supported by a certification.

**Timing**

The employee must provide the requested certification us within 15 calendar days after our request, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts. The employee must provide a complete and sufficient certification to the employer.

A certification is considered incomplete if we receive a certification, but one or more of the applicable entries have not been completed.

**Unforeseeable Leave**

When the need for FMLA leave is unforeseeable and an employee fails to give notice, the extent to which an employer may delay FMLA coverage for leave will be determined based upon the facts of the particular case.

**Scheduling Planned Medical Treatment**

When planning medical treatment, the employee must consult with us and make a reasonable effort to schedule the treatment so as not to unduly disrupt our operations, subject to the approval of the health care provider. Employees are ordinarily expected to consult with us prior to the scheduling of treatment in order to work out a treatment schedule which best suits our needs and the needs of the employee subject to the approval of the health care provider.

Intermittent leave or leave on a reduced leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. An employee shall advise the employer, upon request, of the reasons why the intermittent/reduced leave schedule is necessary and of the schedule for treatment, if applicable. The employee and employer shall attempt to work out a schedule for such leave that meets the employee’s needs without unduly disrupting our operations, subject to the approval of the health care provider.

**Interaction with Federal and State Anti-Discrimination Laws**

We will not discriminate against employees as a result of the approved use of family care or medical leave or a proper request for such leave. Requests for family care and medical leave will be considered without regard to race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status or veteran status.

### ***Military Leave***

YOUR COMPANY NAME HERE is committed to complying with all aspects of The Uniformed Services Employment and Reemployment Rights Act (USERRA). USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. We will not discriminate against past and present members of the uniformed services, and applicants to the uniformed services. We will not deny initial employment, reemployment, retention in employment, promotion or any benefit of employment based on your military status.

Subject to certain exceptions, you must give advance notice that you intend to leave your position to perform service in the uniformed services. Notice should be as far in advance as is reasonable under the circumstances.

If you leave your job to perform service in the uniformed services, you may have the right to be reemployed in the position that you would have attained if you had stayed continuously employed or in a comparable position. Upon completing service in the military services, you must notify us of your intent to return to your position by either reporting to work or submitting a timely application for reemployment, depending upon your length of service.

If you leave your job to perform military service, you have the right to elect to continue your existing health insurance coverage offered by YOUR COMPANY NAME HERE for you and your dependents for up to 24 months while on military leave. It is the policy of YOUR COMPANY NAME HERE that continuation under USERRA shall run concurrently with Federal COBRA and state continuation, if applicable, to the extent allowed by law.

Even if you do not elect to continue coverage during your military service, you have the right to be reinstated in YOUR COMPANY NAME HERE's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g. pre-existing condition exclusions) except for service-connected injuries.

Military leave is unpaid, however, you may use any accrued benefits that you have.

Please contact the Human Resources Department if you have any questions.

# 500 Safety

Effective Date: 02/01/2010

Revision Date: 02/01/2010

YOUR COMPANY NAME HERE strives to maintain a safe work environment which complies with federal and state safety requirements. We want the Company to be a safe and healthy place for employees, customers, and visitors. A successful safety program depends on everyone being alert and committed to safety.

You are expected to obey all safety rules and be careful at work. You must immediately report any unsafe condition or accident, no matter how minor, to the appropriate supervisor. If you violate the Company safety standards, you may be subject to disciplinary action, up to and including termination of employment. Violations include causing a hazardous or dangerous situation, not reporting a hazardous or dangerous situation, and not correcting a problem even though you could have corrected it.

When you report accidents quickly, we can investigate the accident promptly; follow the laws, and start insurance and worker's compensation processing.

Considerations:

* If you have a safety program, you should refer to it here.

## First Aid

Call 911, the emergency phone number, if required. Do not assume that someone else has already called. If an accident or illness should occur, no matter how slight, notify your manager or supervisor immediately so that appropriate medical treatment can be administered. It is very important to protect yourself from the transfer of body fluids. Each first aid kit contains gloves and these should be used when assisting fellow employees. A strong disinfectant should be used to clean up.

Supplies in the first aid kits are the property of the company and are solely provided for treatment of workplace injuries. Removal of first aid supplies for personal use is a violation of company policy and may inhibit the proper treatment of a workplace injury. On the job injuries and accidents may be covered under Workers' Compensation.

As part of our Drug Free Work Place, you may also be required to submit to drug testing if you are injured on the job.

Include the following statement if applicable.

To promote the safety and wellbeing of our employees, SAMPLE COMPANY has purchased Automated External Defibrillators (AEDs). AEDs are only to be used in the event of cardiac arrest. They are potentially lifesaving but also potentially dangerous if used improperly. SAMPLE COMPANY has provided training to designated employees in the proper use and operation of the AED. In the event of an emergency, a trained employee should operate the AED if a trained employee is available.

Considerations:

* Consider listing the location of all first aid kits.
* Periodically check the contents to make sure that they remain properly supplied.

## OSHA and Hazardous Materials

As an employee of YOUR COMPANY NAME HERE you have certain rights regarding the use of hazardous materials in the workplace. The Company will provide you with information regarding the following:

1. The chemicals used in the workplace (MSD Sheets).
2. Where the chemicals are located.
3. Physical and health hazards associated with the chemicals.
4. Protection measures that must be taken to prevent exposure.
5. What to do in case of exposure to the chemicals.

For additional information on hazardous materials in the workplace consult your supervisor.

## Violence In The Workplace

Violence is strictly prohibited in the workplace. Workplace violence is defined as any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees or third parties. It includes, but is not limited to, beating, stabbing, suicide or attempted suicide, shooting, rape and psychological trauma, such as threats and obscene phone calls.

Prohibited conduct includes, but is not limited to:

* Injuring another person physically;
* Engaging in behavior that creates a reasonable fear of injury to another person;
* Engaging in behavior that subjects another individual to extreme emotional distress;
* Possessing or using a weapon that is not required by the individual's position;
* Intentionally damaging property;
* Threatening to injure an individual or to damage property;
* Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and
* Retaliating against any employee who, in good faith, reports a violation of this policy.

Employees who violate this policy will be subject to disciplinary action, up to and including termination. You should report any unusual, violent, or threatening behavior immediately to your supervisor or any member of management.

# 600 Workplace Monitoring

Effective Date: 02/01/2010

Revision Date: 02/01/2010

YOUR COMPANY NAME HERE may conduct workplace monitoring to help ensure quality control, employee safety, security, and customer satisfaction.

Employees who regularly communicate with customers may have their telephone conversations monitored or recorded. Telephone monitoring helps us to identify training needs and performance problems.

All computer equipment, services, or technology that we furnish you are the property of the Company. We reserve the right to monitor computer activities and data that is stored in our computer systems. We also reserve the right to find and read any data that you write, send, or receive by computer.

We may perform video surveillance of non-private workplace areas. We use video monitoring to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage and prevent harassment and workplace violence.

Because we are sensitive to employees' legitimate privacy rights, we will strive to ensure that workplace monitoring is always done ethically and with respect.

Considerations:

* Many companies do not currently employ extensive monitoring of employees nor do they plan to introduce extensive monitoring in the future. It may still, however, be wise to remove the expectation of privacy in the event that the employer decides to institute a monitoring regime or in the event of an incidental discovery.

## Security Inspections

YOUR COMPANY NAME HERE wants to have a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. We prohibit the possession, transfer, sale, or use of these materials on our premises. In compliance with Florida law, legally owned firearms are only permitted within the employee’s vehicle for self-defense or other lawful purpose.

We may provide you with desks, lockers, and other storage devices for your convenience but these are always the sole property of the Company. Because they are our property, we may allow our representative or authorized agents to inspect them at any time, either with or without advance notice to you. We may also inspect any items that we find inside them.

We also want to discourage theft and the unauthorized possession of property that belongs to our employees, the Company, visitors, and customers. To help enforce this policy, we may require inspection of employees and other persons who enter or exit our premises as well as any packages or other belongings they carry with them. If you wish to avoid having your belongings inspected, the best thing is to not bring them to work.

# 610 Work Hours and Pay

Effective Date: 02/01/2010

Revision Date: 02/01/2010

## Attendance and Punctuality

We expect YOUR COMPANY NAME HERE employees to be reliable and punctual. You should report for work on time and as scheduled. If you cannot come to work or you will be late, you must notify your Supervisor prior to your scheduled start time, unless in extenuating circumstances.

Unplanned absences can disrupt work, inconvenience other employees, and affect productivity. If you have a poor attendance record or excessive lateness, you may be subject to disciplinary action up to and including termination of employment.

## Overtime

There may be times when we cannot meet our operating requirements or other needs during regular working hours. If this happens, we may schedule employees to work overtime hours. When possible, we will try to give you advance warning of a mandatory overtime assignment.

All overtime work performed by non-exempt workers must be approved in advance by their supervisor.

Nonexempt hourly employees will receive overtime pay at a rate of one and one-half the employee's regular rate of pay for all hours worked over 40 in a workweek. Overtime pay is based on the actual hours worked. Time off for sick leave, holiday, vacation, and other paid or unpaid leaves of absence is not counted as hours worked when calculating overtime.

Considerations:

* How is overtime allotted?
* Must an employee work overtime, if scheduled?

## Salary Basis Policy

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(l) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(l) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than $455 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than $455 per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least $455 on a salary basis or on an hourly basis at a rate not less than $27.63 an hour.

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of 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; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (see Disciplinary Action Policy). Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

Company Policy It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all company managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the company does not allow deductions that violate the FLSA.

What to Do If an Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to the Human Resources Department.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

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# Employee Acknowledgment Form – File Copy

Effective Date: 02/01/2010

Revision Date: 02/01/2010

This employee handbook contains important key policies, goals, benefits, and expectations of YOUR COMPANY NAME HERE as well as other information that you will need. By signing below, you acknowledge the following:

I understand that this handbook cannot contemplate every possible situation that I may encounter at YOUR COMPANY NAME HERE Accordingly, I will contact the Human Resources Department if I have any questions about the policies or procedures contained in this handbook.

I understand that this handbook is not a contract or legal document, nor is it an invitation to contract.

I also understand and acknowledge that my employment with YOUR COMPANY NAME HERE is at-will. I became an employee at the Company voluntarily. I understand and acknowledge that there is no specified length to my employment at the Company. I may terminate my employment at any time for any reason, with or without notice. Additionally, YOUR COMPANY NAME HERE may terminate my employment at any time, for any reason.

I understand and acknowledge that there may be changes to the policies, goals, benefits and expectations in this handbook. There also may be additions to these policies. The only exception is that YOUR COMPANY NAME HERE's policy on employment-at-will will never be changed. I understand that handbook changes can only be authorized by the chief executive officer of the Company.

I understand that it is my responsibility to read this handbook. I acknowledge, understand, accept and agree to comply with the information contained in this handbook, including but not limited to **confidentiality**, **drug and alcohol use**, **drug testing**, **e-mail and internet use**, **harassment** and **safety**., and any changes made to it.

I also understand that a copy of this signed form will be kept in my personnel file.

EMPLOYEE'S NAME (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

one ethically and with respect

# Harassment Acknowledgement Form- File Copy

Effective Date: 02/01/2010

Revision Date: 02/01/2010

It is the long established policy of YOUR COMPANY NAME HERE to extend equal employment and advancement opportunities to all qualified individuals regardless of their race, color, age, sex, pregnancy, gender, disability, religion, national origin, ethnic background, military service, citizenship or any other characteristic protected by law. All personnel are reminded that each employee is at all times to be treated courteously by fellow employees so that he or she is free from harassment or interference based on factors such as those mentioned above. Any form of harassment will not be tolerated.

Harassment is defined as unwelcome or unsolicited verbal, physical or sexual conduct that interferes with an employee’s job performance or which creates an intimidating, offensive or hostile work environment. Some examples include, but are not limited to:

* Questions or comments that unnecessarily infringe on personal privacy or offensive, sexist, off-color or sexual remarks, jokes, slurs or propositions or comments that disparage a person or group on the basis of race, color, age, sex, pregnancy, gender, creed, disability, religion, national origin, ethnic background, military service or citizenship.
* Derogatory or suggestive posters, cartoons, photographs, calendars, graffiti, drawings, other materials or gestures. Inappropriate touching, hitting, pushing or other aggressive physical contact or threats to take such action.
* Unsolicited sexual advances, requests or demands, explicit or implicit, for sexual favors.

Sexual Harassment is constituted as discrimination and is prohibited by state and federal laws. Therefore, it is the position of this company that sexual harassment will not be tolerated. It is a violation of Company policy for any supervisor or employee, male or female to engage in sexual harassment as defined below. Such conduct will result in disciplinary action up to and including dismissal.

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as follows:

Quid Pro Quo - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute quid pro quo when (1)submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment and, or (2)submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual.

Hostile Environment - Is one which unwelcome sexual advances, requests for sexual favors and verbal or other conduct of a physical nature occur and when 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.

Some examples of sexual harassment include, but are not limited to:

* Unwanted sexual advances
* Offering employment benefits in exchange for sexual favors
* Making threatening reprisals after a negative response to sexual advances
* Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters
* Verbal conduct such as making derogatory comments, epithets, slurs, sexually explicit jokes or comments about an employee’s body or dress
* Verbal sexual advances or propositions
* Verbal abuse of a sexual nature, graphic verbal commentary about an individual’s body, sexually degrading words to describe an individual or suggestive or obscene letters, notes or invitations
* Physical conduct such as touching, assault or impeding or blocking movement and
* Retaliation for reporting harassment or threatening to report harassment

Any employee who believes he/she has experienced such conduct by anyone, including a supervisor, co-worker or by persons doing business with or for this Company should tell the offender that such conduct is unwelcome and unacceptable. If the offensive behavior does not stop, or if the employee is uncomfortable confronting the offender, the employee must immediately report such conduct to the President, CEO or to either of the Company Compliance Officers listed below:

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

Male Contact Female Contact

This company prohibits retaliation against any employee who complains of sexual harassment or who participates in an investigation. All aspects of the complaint-handling procedure will be handled discreetly. However, it may be necessary to include others on a need to know basis.

All incidents of prohibited harassment that are reported will be investigated. The Compliance officers listed above will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The investigation will be completed as soon as practicable and a determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser. If a complaint of prohibited harassment is substantiated, appropriate corrective action, up to and including discharge, will be taken. Appropriate action will also be taken to correct the effects of the harassment and to deter any future harassment.

By my signature below, I acknowledge that I have read the above sexual harassment policy and will comply with all of the provisions.

Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_