

**{Company}**  
**Employee Handbook**

Revised 8/30/2017

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# 1 INTRODUCTION

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## 1.1 HISTORY & MISSION STATEMENT

{This section should welcome new employees and introduce them to your company's history, vision, and mission statement.}

## 1.2 PURPOSE

The purpose of the {Company} Employee Handbook is to explain company policies and procedures and to establish the company's expectations. This handbook is not all-inclusive. Instead, it offers an overview of the work environment. This handbook is not intended to create, nor shall be interpreted as creating, an expressed or implied contract or guarantee of employment for a definite or indefinite length of time.

{Company} reserves the right to unilaterally clarify, amend, and/or supplement the employee handbook. Every effort will be made to keep employees informed of the company's policies. This handbook replaces any and all employee policies and manuals previously distributed or made available to employees.

## 1.3 AT-WILL EMPLOYMENT

Employment with {Company} is at-will. An at-will employment relationship may be terminated at any time, with or without reason or notice by either the company or the employee.

## 1.4 EQUAL OPPORTUNITY EMPLOYMENT

{Company} is an equal opportunity employer and does not unlawfully discriminate based on an employee or applicant's race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status, or any other status protected by law. This policy applies to all conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline, and termination.

Whenever possible, the company makes reasonable accommodations for qualified individuals with disabilities to the extent required by law. Employees who would like to request reasonable accommodations should contact {Owner/Authorized Person}.

# 2 ANTI-DISCRIMINATION & ANTI-HARASSMENT POLICIES

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{Company} prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status, or any other status protected by law. Each employee has the right to work in a professional environment that is free from discriminatory practices.

## **2.1 ANTI-DISCRIMINATION POLICY**

{Company} prohibits and will not tolerate discrimination of any kind. Discrimination includes, but is not limited to, making any employment decision or employment-related action based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status, or any other status protected by law.

## **2.2 ANTI-HARASSMENT POLICY**

{Company} prohibits and will not tolerate harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status, or any other status protected by law.

Harassment is generally defined as unwelcome verbal or nonverbal conduct that belittles or shows hostility or dislike toward the person because of a protected characteristic, and:

- affects the person's employment opportunities or benefits;
- unreasonably interferes with the person's work performance; or
- creates an intimidating, hostile, or offensive workplace.

Harassment includes, but is not limited to:

- epithets, slurs, or negative stereotyping;
- threatening, intimidating, or hostile acts;
- demeaning jokes; or
- written or graphic material that belittles or shows hostility toward an individual or group based on a protected characteristic.

Sexual harassment is generally defined as unwelcome sexual advances and other verbal, visual, or physical conduct of a sexual nature, when:

- submission to such conduct is explicitly or implicitly implied as a condition of the person's employment;
- submission to or rejection of such conduct is used as the basis for employment decisions affecting the person; or
- such conduct unreasonably interferes with the person's work performance or creates an intimidating, hostile, or offensive workplace.

## **2.3 COMPLAINT PROCEDURE**

Any employee who feels that he or she has been discriminated against or harassed, or has witnessed discrimination or harassment of another employee, should bring the matter to the immediate attention of {Owner/Another Appropriate Person}.

{Company} will promptly investigate all allegations of discrimination and harassment and will take appropriate action based on the outcome of the investigation. An investigation and the results will be treated confidentially to the extent feasible and permitted by law.

No employee will be retaliated against for making a complaint in good faith, regarding a violation of {Company}'s anti-discrimination and anti-harassment policies.

## **3 NONDISCLOSURE AGREEMENT & CONFLICTS OF INTEREST**

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### **3.1 CONFIDENTIALITY**

{Company} requires a strict code of confidentiality of information be maintained. No employee shall store information outside of the company, either written or electronic) about any matter pertaining to any products, services, or customers. Any employee who takes any company information outside of company walls without approval may be subject to dismissal. Conversations about prices, services, problems, or gossip about one customer to another is strictly prohibited.

### **3.2 LEGAL & ETHICAL CONDUCT**

It is the policy of {Company} that each employee conducts his or her business with such high standards of integrity that no conflicts of interest exist or can be implied or interpreted.

The following actions are prohibited, but do not encompass all actions that should be avoided:

- No employee shall have any direct interest in any company which competes with {Company}, which sells or supplies to {Company}, or buys from {Company};
- No employee shall borrow money or accept other personal payments or gifts from any company which has transactions with {Company};
- No employee shall enter into any transaction or acquire any interest which is contrary to the interest of {Company} or is incompatible with loyalty and obligation inherent to his or her employment.

Any situation involving a possible conflict of interest, which arises in relation to the above policies, must be brought to the attention of {Owner}.

### **3.3 INTELLECTUAL PROPERTY OWNERSHIP**

Any patent or copyright developed by an employee of {Company} is property of {Company}. Any information pertaining to a patent or copyright must remain on company premises.

If an employee attends conferences, publishes information, or shares any company-related information, which he or she has attained, accumulated, or learned on the job, any monetary compensation awarded to the employee in relation to his or her information is property of {Company}.

Any violation of these policies can lead to the immediate termination of employment and might have legal consequences.

## 4 COMPENSATION

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### 4.1 PAYROLL INFORMATION

Immediately upon employment, all new employees will be given federal and state tax forms to complete. The completed tax forms, employment application form, and information regarding starting pay, starting date, and other pay and benefit information will be forwarded to {Owner/HR}.

### 4.2 PAY PERIODS

Employees are normally paid on a {weekly/bi-weekly/semi-monthly, etc.} basis. For the employee's convenience and for the convenience of {Company}, paychecks will be directly deposited into the employee's preferred bank account. If the payday falls on a holiday, paychecks will be deposited on the closest business day before the holiday.

### 4.3 PAYROLL DEDUCTIONS

Paychecks will include salary or wages earned, minus any mandatory or elected deductions. Mandatory deductions include federal and state withholding tax and social security and Medicare taxes. Back taxes and garnishments may be deducted from an employee's gross pay if ordered by court documents.

Voluntary deductions are deductions authorized by the employee and may include contributions to benefit plans. No other deductions will be made unless authorized, in writing, by the employee. Deductions will be itemized on the employee's paystub. Employees may contact {Owner/Finance} with any questions concerning their deductions.

### 4.4 ERROR IN PAY

Every precaution is taken to ensure employees are paid correctly. Employees should notify {Owner/Finance} if their paycheck appears to be inaccurate. {Company} will make every attempt to adjust the error immediately or no later than the employee's next pay period.

### 4.5 GARNISHMENT OF EMPLOYEE WAGES

{Company} will honor garnishments of employee wages, including child support, as a court or other legal judgment may instruct.

### 4.6 PERFORMANCE REVIEWS

{Company} will periodically review an employee's performance. The overall goal of performance reviews is to identify areas where the employee excels and areas that need improvement. Performance reviews are used to determine pay increases, promotions, and/or terminations.

Performance reviews are based on merit, achievements, and other factors including, but not limited to:

- quality of work,
- attitude,
- job skills,
- attendance and punctuality,
- teamwork,
- compliance with company policy,
- past performance reviews, and
- improvement.

Performance reviews do not guarantee a pay increase or promotion. Performance reviews are typically conducted {quarterly/annually}, but may be done at any time. Performance reviews and any subsequent change in employment status or job title do not change the employee's at-will relationship with {Company}.

#### **4.7 PAY ON SEPARATION FROM EMPLOYMENT**

Employees separated from employment will be paid for time work, minus deductions, on the next regular payday at {Company}.

## **5 WORK SCHEDULES**

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### **5.1 GENERAL ATTENDANCE**

{Company} maintains normal working hours of {8:00AM to 5:00PM} {Monday thru Friday}. Employee's hours may vary based on their work location and job responsibilities. {Supervisor/Owner} will provide each employee with their work schedule.

{Company} does not tolerate absenteeism without excuse. Employees who will be late to or absent from work should notify {supervisor/owner} in advance, or as soon as possible in the event of an emergency. Chronic absenteeism may result in disciplinary action, up to and including termination. Chronic absenteeism is defined as missing {number of days} in {time period}.

### **5.2 TARDINESS**

Employees are expected to arrive on time and ready to work. An employee who arrives {15 minutes} after their scheduled arrival time is considered tardy.

{Company} recognizes that situations may come up that hinder punctuality. However, excessive tardiness is prohibited and may be subject to disciplinary action, up to and including termination. Excessive tardiness is defined as being tardy {number of days} in {time period}.

## 5.3 BREAKS

Employees are entitled to {one (1)} {five (5) minute} break for every {four (4) hours} worked. Employees are also entitled to {one (1)} {60 minute} meal period for every {eight (8) hours} worked.

# 6 STANDARDS OF CONDUCT

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## 6.1 CODE OF CONDUCT

{Company} expects all employees to follow a standard of professional conduct and integrity to ensure that the workplace is safe, comfortable, and productive. Employees should be respectful, courteous, and mindful of others' needs and feelings. General cooperation is expected. Employees who act unprofessionally may be subject to disciplinary action.

## 6.2 DRESS CODE

An employee's personal appearance and hygiene are a reflection on the company. Customers may judge the quality of the company by attention employees show to personal appearance and attire. Employees are expected to report to work wearing clean clothing appropriate to their position.

## 6.3 CARE OF EQUIPMENT & FACILITIES

All employees are expected to be concerned with the care and safe use of company-owned equipment and facilities.

## 6.4 MISCONDUCT

{Company} reserves the right to discipline and/or terminate any employee who violates company policies, practices, or rules of conduct. Misconduct is also grounds for discipline up to and including termination.

The following actions are unacceptable and considered grounds for disciplinary action:

- engaging in acts of discrimination or harassment in the workplace;
- possessing, distributing, or being under the influence of illegal drugs;
- being under the influence of a controlled substance or alcohol at work, on company premises, or while engaged in company business;
- unauthorized use of company property or equipment;
- removing company property without prior authorization or sharing company information without authorization;
- falsification or omission of information, documents, or records;
- excessive absenteeism or tardiness;
- disclosing confidential company information without permission;



- illegal activity;
- possessing unauthorized weapons on company premises;
- any other action or conduct that is inconsistent with company policies, standards, or expectations.

This list indicates the types of actions that are subject to disciplinary action, but is not exhaustive. **{Company}** reserves the right to determine the severity of any disciplinary action on a case-by-case basis.

## **6.5 DISCIPLINE POLICY**

Discipline may take the form of an oral warning, written warning, probation, suspension, demotion, discharge, or termination. The course of action will be determined by **{Company}** at its sole discretion as deemed appropriate.

# **7 GENERAL EMPLOYMENT INFORMATION**

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## **7.1 APPLICATION FOR EMPLOYMENT**

All candidates must fully complete, sign, and date the **{Company}** application for employment. This form should be completed and signed by the applicant to ensure the accuracy and completeness of previous employment information and personal information. The background check authorization must also be completed with the employment application.

**{Company}** may investigate any portion of the requested information and may deny or terminate employment due to false information.

The completed application, background check, and resume will be made part of the employee's personnel file. Applications from candidates not selected for an available opening will be maintained for **{one (1) year}** and reviewed as other openings occur.

## **7.2 COMPLIANCE INFORMATION**

To comply with federal government regulations regarding the practice of employing people without discrimination, **{Company}** will compile and maintain detailed information on each formal candidate for employment and for all employees. This information will include the candidate or employee's sex, race, handicap status, and veteran's status.

## **7.3 IMMIGRATION & NATURALIZATION**

**{Company}** is committed to complying with all federal laws and regulations concerning the verification of employment eligibility and record-keeping for employees hired to work in the United States.

Each employee must provide evidence of his or her identity and legal authority to work in the United States within the first three (3) days of employment and must complete Section 1 of Form I-9.

Employees will not be allowed to continue employment without providing this information within three (3) days of beginning employment. {Company does participate in E-Verify with the U.S. Department of Homeland Security.}

## **7.4 CATEGORIES OF EMPLOYEES**

{Company} policies apply to all categories of employees. Employees are divided into the following categories for compensation and benefits:

### **7.4.1 Full-Time Employees**

Full-time employees are hired to work {40 hours a week} on a full workweek basis for a continuous and indefinite period of time.

### **7.4.2 Part-Time Employees**

Part-time employees' work schedules are less than full-time ({less than 40 hours a week}) on a full workweek basis for a continuous and indefinite period of time.

### **7.4.3 Temporary Employees**

Temporary employees are hired as a temporary replacement for full-time and part-time employees or for short periods of time during peak seasons.

## **7.5 NON-EXEMPT FROM FEDERAL WAGE & HOUR LAW**

Non-exempt employees are eligible for overtime pay of 1.5 times their regular hourly rate of pay for all hours worked over 40 hours per workweek. Non-exempt employees are expected to confine their work to the normal workday and workweek, unless authorized to work overtime in advance.

Employees should consult with {Owner/Supervisor} if they have questions about their classification as a non-exempt employee.

## **7.6 EXEMPT FROM FEDERAL WAGE & HOUR LAW**

The hours worked by exempt employees may be irregular and can begin and end beyond the normal workday. Salaried employees are exempt from the overtime provisions of the Federal Wage and Hour Law and do not receive overtime pay.

Employees should consult with {Owner/Supervisor} if they have questions about their classification as an exempt employee.

## **7.7 PROBATIONARY PERIOD**

During the first {90 days} of employment, {Company} and the new employee will have the opportunity to evaluate whether the employment relationship should continue. After this probationary period, the employee will be notified of their future employment status.

If at any point during the probationary period or at the end of the probationary period, the company or the employee would like the employment relationship to end, it will end immediately.

## **7.8 EMPLOYMENT OF MINORS**

{Company} fully complies with the Child Labor provisions of the Fair Labor Standards Act and related state statutes.

## **7.9 PERSONNEL FILES**

{Company} will maintain a personnel file on each employee. Personnel files are confidential, and employees may review their own file on request.

All records concerning an employee will be kept updated, and all employees will promptly report any pertinent personal information changes.

Personnel files will be maintained for a minimum of {three (3) years} after an employee has left the company.

### **7.9.1 Contents of Personnel Files**

Each employee personnel file may include:

- employment application,
- performance reviews,
- disciplinary action,
- special commendations,
- status changes affecting employee's work and salary history,
- resume,
- background check,
- Federal and state withholding forms, and
- other relevant documents.

### **7.9.2 Employee Information**

Personnel files should accurately reflect each employee's personal information. Employees are asked to update the company about any minor or major changes to their:

- name,
- address,
- telephone numbers,

- marital status,
- number of dependents,
- important health information,
- emergency contact information,
- change of beneficiary, and
- authorized payroll deductions.

## **7.10 SEPARATION OF EMPLOYMENT**

Employees may be separated either voluntarily or involuntarily by retirement, voluntary resignation, lack of work, or termination.

Generally, before an employee is terminated, they will be told the reason(s). If any misconduct is severe enough, the employee may be discharged immediately. In the case of termination, any and all company property must be returned to **{Company}** at separation from employment and before the final paycheck can be released.

### **7.10.1 Pay at Time of Separation**

After a full review of the employee's and company's accounts, a final paycheck will be issued in accordance with state law. The final paycheck will not reflect any time not actually worked.

## **8 SAFETY & SECURITY**

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### **8.1 SAFETY RULES**

**{Company}** takes every precaution to ensure that employees have a safe workplace. Safety measures and rules are in place for the protection of all employees. It is the responsibility of each employee to help prevent accidents.

Employees should be familiar with the following safety rules:

- First aid kits are provided in the work area. **{Owner/Supervisor}** will ensure that the kits remain well stocked;
- Know where the fire extinguishers are and how to use them;
- All defective materials or tools must be brought to the attention of **{Owner/Supervisor}** immediately; and
- Keep work area clean and free from tripping hazards.

### **8.2 REPORTING INJURIES & ACCIDENTS**

In the event of an injury or accident, employee must notify **{Supervisor/Owner}** immediately. Report every injury, no matter how minor. Physical discomfort caused by repetitive tasks must also be reported.

## 8.3 EMERGENCY PROCEDURES

In the event of an emergency, dial 911 immediately. If you hear a fire alarm, proceed quickly and calmly to the nearest exit. Once the building has been evacuated, only {supervisor/owner} may clear the employees for reentry.

## 8.4 SECURITY

Employees must be alert and aware of any potential dangers to themselves or their coworkers. Take every reasonable precaution to ensure your surroundings are safe and secure. Report any suspicious behavior or activity to {Supervisor/Owner} immediately.

# 9 COMPUTERS & INTERNET USAGE POLICY

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## 9.1 COMPUTER & SOFTWARE POLICY

It is the policy of {Company} that no personal or unauthorized software be installed or downloaded to any company-owned computer.

Employees should:

- always keep their passwords private;
- use strong passwords to log into work-related websites and services;
- change their passwords every {three (3) months}; and
- lock all devices when not in use.

## 9.2 INTERNET USAGE

### 9.2.1 Email Usage

To avoid viruses or data theft, employees should:

- Avoid opening attachments or clicking on links when you are not expecting the email;
- Check emails and names of all received emails to ensure legitimacy;
- Check for inconsistencies, such as grammar mistakes, capitalization, or excessive punctuation; and
- Official business email should only be sent and received through employee's company email. Personal email should be read at home or on the employee's phone.

### 9.2.2 Internet Usage

Employees are advised to use the internet for the following reasons:

- to complete job duties; and
- to seek out information used to improve their work.

{Company} expects employees to exercise caution and good judgement while using the internet at work.

### 9.2.3 Social Media Policy

{Company} understands that social media is a fun way to communicate, but the use of social media also presents certain risks. Employees are solely responsible for what they post online, so before posting online content, consider the risks and rewards involved. Any online activity that harms the employee's work performance, another employee's work performance, or negatively affects customers or suppliers may result in disciplinary action, up to and including termination.

To encourage employees to make responsible decisions about their social media usage, {Company} has established the following guidelines for appropriate social media usage:

- Online posts that include defamatory remarks, harassment, or threats of violence will not be tolerated;
- If an employee chooses to post complaints or criticism about the company or another employee, avoid using statements, photographs, video, or audio that are defamatory or obscene.;
- Employees should never post any false information or rumors about {Company}, other employees, customers, suppliers, or competitors;
- Employees are expected to maintain the confidentiality of the company's private information;
- Employees should only express their personal opinions and never represent themselves as a spokesperson for the company;
- Employees should refrain from using social media during work, unless it is work-related and authorized.

## 10 MEDIA RELATIONS

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A reporter or news agency may contact an employee for several reasons, including, but not limited to:

- to learn information about {Company};
- to gain information about a recent unexpected event, such as a natural disaster, theft, arrest, accident, customer or employee complaint, etc.; or
- to get a comment on an action or event that could impact {Company}, such as changes in government regulations.

If a reporter or news agency contacts an employee about the company, the employee should refer all media inquiries to {Owner/PR}. {Owner/PR} is designated as {Company}'s primary media contact and company spokesperson.

## 11 BENEFITS

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## 11.1 BENEFITS ELIGIBILITY

All full-time employees are eligible for benefits. Part-time and temporary employees are not eligible for benefits.

## 11.2 HEALTH INSURANCE

{Company} makes group health insurance coverage available for eligible employees and their family members. Full-time employees are eligible for enrollment after working for the company for {one (1) month}.

Health insurance coverage is paid in part by the company. The remainder of the cost is the responsibility of the employee.

## 11.3 RETIREMENT PLAN

{Company} participates in a {401(k) plan} so that employees may save for retirement. Full-time employees who have worked at the company for at least {three (3) months} are eligible to participate. Employees may elect to make regular contributions to their {401(k) plan} up to the maximum amount allowed by federal law.

When an employee becomes eligible, he or she will receive a plan summary description from {benefit provider}.

The company reserves the right to modify or terminate any of its retirement benefits or to change benefit providers at any time with or without notice.

## 11.4 WORKERS' COMPENSATION

As required by law, {Company} provides workers' compensation benefits to protect employees with work-related injuries or illnesses.

If an employee is injured or becomes ill due to his or her job, it is the employee's responsibility to immediately notify {Supervisor/Owner} of the injury or illness to receive workers' compensation benefits. After reporting an injury or illness, no matter how minor, the company will advise the employee of the procedure for submitting a workers' compensation claim. If an employee is referred to a medical care facility, the employee should save all paperwork provided by the medical care facility.

Failure to report a work-related injury or illness immediately may result in a denial of benefits. An employee's report should include as many details as possible, including the date, time, description of the illness or injury, and any witnesses.

## 11.5 DISABILITY INSURANCE

{Company} provides a short and long-term disability package. These programs are designed to help relieve any financial burden caused by a serious illness or injury requiring extensive time off.

Disability insurance provides partial paycheck reimbursement during times of serious illness or injury, which results to total disability. Total disability is the inability to perform any job function. Employees who have worked for the company for {one (1) month} are eligible for disability insurance coverage.

Short-term disability coverage is paid for by {Company}, and long-term disability coverage is voluntary and paid by the employee through payroll deductions.

The employee is responsible for notifying {Supervisor/Owner} of their disability, expected date of return, and the name of their attending physician. {Company} may request that an independent medical professional also perform an examination. The company may also request a medical release form before the employee may return to work.

## 12 LEAVE POLICIES

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### 12.1 CIVIC LEAVE

By law, any person summoned for jury duty must attend. Employees who are summoned will be given leave to attend. When an employee is called for jury duty, time off with pay will be granted. Employee is required to sign over any and all checks received from the court, since he/she will be receiving pay from the company.

Employee must notify management within {two (2) days} of receiving a jury summons. If the employee is dismissed from court early, employee is expected to return to work as soon as possible and bring a document from the court showing the time and amount paid.

If the employee is summoned at a time that is inconvenient for the company's operations or if the employee's work duties are vital to the company's operations, the court may be asked to excuse the employee from jury duty or postpone the employee's jury duty.

### 12.2 FAMILY & MEDICAL LEAVE

As required by law, {Company} offers leave under the federal Family and Medical Leave Act (FMLA). Under FMLA, an employee may be eligible for an unpaid family and medical leave of absence under certain circumstances, if the employee has worked for the company for at least 1,250 hours for 12 months and works within 75 miles of 50 or more company employees.

#### 12.2.1 Reasons for FMLA Leave

Under FMLA, eligible employees may take leave:

- for the birth of a child or to take care of a newborn;



- for placement of a child into adoptive or foster care, within one year of the placement;
- to care for a spouse, child, or parent with a serious health condition;
- to care for the employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job;
- for any qualifying emergency arising out of the fact that a spouse, child, or parent is a military member on covered active duty or call to covered active duty status.

### 12.2.2 Length of FMLA Leave

Except for military caregivers, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If both spouses work for {Company} and are eligible for FMLA leave, the spouses will be limited to a total of 12 workweeks off between the two of them.

The maximum amount of FMLA Leave for a military caregiver is 26 workweeks in a single 12-month period. If both spouses work for {Company} and are eligible for FMLA leave, the spouses will be limited to a total of 26 workweeks off between the two of them, when the leave is for Military Caregiver leave or a combination of Military Caregiver leave and another category of leave.

Leave may be taken on an intermittent or reduced schedule in some circumstances. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so that it does not unduly disrupt the employer's operations.

### 12.2.3 Notice of FMLA Leave

If the need for leave is foreseeable, the employee should notify {Supervisor/Owner} 30 days prior to taking leave. If the need for leave arises unexpectedly, the employee should notify {Supervisor/Owner} as soon as practicable, giving as much notice as possible.

### 12.2.4 Certification of FMLA Leave

An employee requesting FMLA leave may be required to provide:

- medical certifications supporting the need for leave, if the leave is due to a medical condition of the employee or a family member;
- periodic recertification of the medical condition; and/or
- periodic reports during the leave regarding the employee's status and intent to return to work.

Military caregivers requesting FMLA leave are required to provide:

- as much notice as reasonable and practicable;
- a copy of the covered military member's active duty orders, when requesting leave; and
- a completed Certification of Qualifying Exigency form within 15 calendar days.

Certification forms are available from {Owner/HR}. At the company's expense, {Company} may also require a second or third medical opinion regarding an employee's own serious health

condition. Employees are expected to cooperate with the company in obtaining additional medical opinions.

Employees are expected to return to work immediately after completion of the requested FMLA leave, and employees who have taken leave for their own serious health condition must submit a fitness-for-duty certification before returning to work.

#### **12.2.5 Use of Paid & Unpaid Leave**

Under certain circumstances, the employee or the company may choose to use accrued paid leave concurrent with FMLA leave.

#### **12.2.6 Benefits**

{Company} will maintain group health insurance coverage for an employee on FMLA leave on the same terms as if the employee had continued work. Arrangements will be made for the employee to pay their share of health insurance premiums while on leave. The company may recover premiums paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

If an employee would like the company to maintain other paid benefits during his or her leave, premiums and charges which are partially or entirely paid by the employee must continue to be paid by the employee during his or her leave.

FMLA leave will not result in the loss of any employment benefit accrued prior to the date on which the leave began. An employee on FMLA leave, however, does not continue to accrue benefits during his or her leave.

#### **12.2.7 Reinstatement**

After returning from FMLA leave, an employee will be restored to his or her original job or an equivalent job with equivalent benefits, pay, seniority, and other employment terms and conditions. If an employee does not return to work at the end of the requested FMLA leave, and has not obtained an extension of leave, the company presumes the employee does not plan to return to work and has voluntarily terminated his or her employment.

### **12.3 MILITARY LEAVE**

Employees called to active military duty, military reserve, or National Guard service may be eligible to receive time off under the Uniformed Services Employment and Reemployment Rights Act of 1994. To receive time off, the employee must provide notice and a copy of his or her report orders to {Owner/Supervisor}. Military leave is granted on a {paid/unpaid} basis. Upon return with an honorable discharge, an employee is entitled to reinstatement and any applicable job benefits they would have received if present, to the extent provided by law.

## 12.4 SICK LEAVE

An employee may need to take time off to address medical or other health concerns. Full-time employees receive {five (5) days or 40 hours} of sick leave at the beginning of each year. {Company} requests that employees notify the company as soon as possible when taking sick leave. Sick days may not be carried into the next year.

## 12.5 VACATION

{Company} provides paid vacations for eligible employees. Requests for time off must be made at least {two (2) weeks} in advance to {Owner/Supervisor}, who may approve or deny the request based on company resources and schedules. {Company} is flexible in approving time off, when doing so will not interfere with company operations.

A full-time employee is eligible for paid vacation after {one (1) month} of employment. Any employee may carry {five (5) days or 40 hours} into the next year.

{Vacation time is granted based on length of employment, as follows:

- First year: 5 days/40 hours, pro-rated based on date of hire
- 1 to 5 years: 10 days/80 hours
- 6 to 10 years: 15 days/120 hours
- After 10 years: 20 days/160 hours}

## 13 HOLIDAYS

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The company normally recognizes the following paid holidays. When a paid holiday falls on a Saturday or Sunday, customarily, either the Friday before or the Monday after is observed as the paid holiday. Part-time employees are paid holiday pay for the hours they would normally work on that holiday, unless the holiday falls on a day they normally are not scheduled to work. {Seasonal/Hourly} employees do not receive holiday pay.

The company currently observes the following eight (8) holidays each year:

*New Year's Day, January 1*

*Birthday of Martin Luther King, Jr., Third Monday in January*

*President's Day, Third Monday in February*

*Memorial Day, Last Monday in May*

*Independence Day, July 4*

*Labor Day, First Monday in September*

*Thanksgiving, Fourth Thursday in November*

*Christmas, December 25*

## 14 DRUG, ALCOHOL, & SMOKING POLICIES

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{Company} is committed to providing a safe and healthy workplace for all employees, customers, and visitors.

### 14.1 DRUG-FREE WORKPLACE POLICY

It is the policy of {Company} to provide a drug-free environment. {Company}'s Drug-Free Workplace Policy prohibits all employees from:

- the use, possession, manufacture, distribution, or sale of illegal drugs on company premises, company-owned property, or during working hours;
- the use, possession, manufacture, distribution, or sale of illegal drugs off company premises that harms the employee's work performance or negatively affect their own safety or the safety of others at work;
- the unauthorized use, possession, manufacture, distribution, or sale of a controlled substance on company premises, company-owned property, or during working hours;
- being under the influence of a controlled substance on company premises, company-owned property, or during working hours.

An employee undergoing prescribed medical treatment with a drug, which may alter their ability (physically and/or mentally), must report this treatment to the company's owner. The owner will determine whether a temporary change in the employee's job assignment temporarily.

{Company} has instituted a zero-tolerance program. {Company} is committed to maintain a drug-free workplace. Any violation of the {Company}'s Drug-Free Workplace Policy may result in disciplinary action, up to and including termination of employment, at the company's discretion.

### 14.2 ALCOHOL POLICY

It is the policy of {Company} to provide an alcohol-free environment. This policy prohibits all employees from the use or possession of alcohol on company premises, company-owned property, or during working hours.

Any violation of the Alcohol-Free Policy may result in disciplinary action, up to and including termination of employment, at the company's discretion.

### 14.3 SMOKING & TOBACCO POLICY

It is the policy of {Company} to provide a smoke-free environment. Employees who smoke may do so {anywhere outside the building and away from entrances/exits}.

This policy applies to all areas of the building occupied by company employees and all full-time, part-time, and temporary employees. This policy refers to all tobacco products.

## RECEIPT OF UNDERSTANDING

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*Read and Sign Immediately –*

I understand and agree that:

The statements contained in the Employee Handbook are intended to serve as general information concerning {Company}'s existing policies, procedures, practices of employment and employee benefits.

Nothing contained in the Employee Handbook is intended to create, nor shall be interpreted as creating, an expressed or implied contract or guarantee of employment for a definite or indefinite length of time.

From time to time, {Company} may clarify, amend, and/or supplement the information contained in the Employee Handbook, and the company will inform me when changes occur.

I have received a copy of {Company} Employee Handbook, have read and understood the information outlined in the handbook, have asked any questions I may have, and will comply with all policies and procedures. I understand that noncompliance to the policies and procedures outlined in this handbook could lead to immediate termination.

Employee's Name (Please Print): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Authorized Witness: \_\_\_\_\_

# DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT

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*Read and Sign Immediately –*

This is a formal notice of {Company}'s intent to take disciplinary action, up to and including termination of employment, against any employee who violates {Company}'s Drug-Free Workplace Policy.

{Company}'s Drug-Free Workplace Policy prohibits the use, sale, distribution, manufacture or possession of all controlled substances as listed in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812).

Company policy also prohibits the performance of work or presence at any company building or facility while under the influence of a controlled substance.

*I understand and agree that:*

I have received a copy of {Company} Drug-Free Workplace Policy.

I have carefully and thoroughly read {Company} Drug-Free Workplace Policy.

I understand the requirement of {Company} Drug-Free Workplace Policy and agree, without reservation, to follow this policy.

Employee's Name (Please Print): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Authorized Witness: \_\_\_\_\_

# COMPUTER & INTERNET USAGE AGREEMENT

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*Read and Sign Immediately –*

I agree that:

I have read and fully understood the information outlined in the {Company}'s Computer & Internet Usage Policy.

I will comply with the requirements stated in the {Company}'s Computer & Internet Usage Policy.

I understand that noncompliance to the {Company}'s Computer & Internet Usage Policy could lead to disciplinary action, up to and including termination of employment.

Employee's Name (Please Print): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Authorized Witness: \_\_\_\_\_