Employee Handbook

Month Year

Company Name

# RECEIPT OF EMPLOYEE HANDBOOK

I have received a copy of **COMPANY NAME** employee handbook. I acknowledge that I am required to read and abide by the policies included in this employee handbook.

Because the information in this employee handbook is necessarily subject to change as situations warrant, I understand that changes in policies may supersede, revise, or eliminate policies in this employee handbook. I further understand that the handbook does not guarantee me any specific policies, procedures, rules, or length of employment. All references to policies and procedures are only discretionary guidelines.

Nothing in this handbook is to be construed as a contract of employment. No one, other than the chief executive officer of the Company, has the authority to initiate a contract with an employee, and all contracts will be in writing.

I acknowledge that my employment with **COMPANY NAME** is on an “At-Will” basis, and the Company or I may terminate the employment relationship at any time.

This employee handbook is not intended as an exhaustive compilation of the Company’s expectations, but rather it provides information on certain policies and benefits which are currently in effect. These policies may be modified or supplemented, as part of our continuous effort to improve operations and to make **COMPANY NAME** a better place to work.

As of its issue date, this employee handbook replaces all previously distributed editions. Any policy contained in any previous employee handbook which does not appear in this edition, or is different from the information provided in this edition, is invalid.

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Employee Name

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

Employee Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date Signed

**Instructions for customizing the handbook template:**

* Review the entire document.
* Review notes/comments for further information. Delete comments before publishing final handbook.
* Use the Find/Replace feature in Microsoft Word to update company name where indicated.
* Acknowledge highlighted options shown throughout policies and make the appropriate selection for your company.
* Delete policies that do not apply to your company.
* The template is designed in such a way that additional policies should not be required.
* Don’t forget to delete this page!

Call Catapult’s Advice Team if you have any questions.

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COMPANY NAME

# Company History

* Year founded
* Mission
* Products/services
* Customer base
* Geographic territory

#

# MESSAGE FROM THE PRESIDENT

Welcome to **COMPANY NAME!** We are glad to have you as one of our team members. You are part of a team that is dedicated to quality and excellence.

At **COMPANY NAME**, we are committed to providing our employees with the opportunity to work at their highest level of ability. Every team member is a valuable asset.

Enclosed is a copy of our Employee Handbook. We hope you will find it to be a useful overview of our policies, benefits, and the responsibilities you share as a member of our organization.

We look forward to your contributions. We hope that you will find your employment to be a rewarding opportunity to participate in our continued growth and prosperity.

Sincerely,

Jane Doe

President

# ABOUT THIS EMPLOYEE HANDBOOK

At **COMPANY NAME**, we recognize the importance of providing our employees with a good work environment and an excellent benefits package.

This employee handbook was prepared to help you become acquainted with **COMPANY NAME** and to provide answers to questions you may have about your employment. It is designed as a convenient guide to Company policy and employee benefits. By our formal communication of these policies, procedures, and benefits, we hope that you will gain a better understanding of your position and of **COMPANY NAME**.

We encourage you to read the employee handbook and refer to it for your employment questions. This employee handbook provides only a summary of policies and benefits. If there is a discrepancy between the material in this employee handbook and the terms of benefits or other contractual documents, the document specific to the individual plan will govern. Should any portion of this handbook conflict with local, state, or federal law, the appropriate law will govern.

If you have questions about information in this employee handbook, consult your supervisor or the Human Resource Director.

The contents of this employee handbook are presented as guidelines of some of the Company's current policies and procedures, and they will be changed and updated by the Company when necessary. This Employee Handbook does not constitute a contract for employment between you and the Company. Employment is on an “at-will” basis, and the Company or the employee may terminate the employment relationship at any time for any reason, other than those prohibited by law.

No supervisor or member of management, except for the Company's Chief Executive Officer, has the authority to bind the Company to any employment contract for any specified period, with any employee, either verbally or in writing.

This employee handbook is not intended as an exhaustive compilation of the Company’s expectations, but rather it provides information on certain policies and benefits which are currently in effect. These policies may be modified or supplemented, as part of our continuous effort to improve operations and to make **COMPANY NAME** a better place to work.

**As of its issue date, this employee handbook replaces all previously distributed editions. Any policy contained in any previous employee handbook which does not appear in this edition, or is different from the information provided in this edition, is invalid.**

# SECTION 1: THE WORK ENVIRONMENT

**COMPANY NAME** has developed written policies and procedures to help you function effectively and to help shape the environment in which you work. This section briefly describes some of the policies and procedures that affect each employee.

If you need additional information or have questions about the policies and procedures described in this section, see your supervisor or contact the Human Resource Director.

### Equal Employment Opportunity

**COMPANY NAME** makes recruitment, employment, promotional and all other Human Resource decisions without regard to race, color, religion, national origin, age, sex, gender identity or expression, sexual orientation, disability, veteran status, genetic information, or any other class protected by state or local law.

This policy applies to all aspects of employment that include but are not limited to hiring, promotion, training, transfers, job assignments, terminations, recalls, wage and salary administration, and application of all Company policies, procedures, and benefits.

All employees are expected to comply with this Equal Employment Opportunity Policy. Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting **COMPANY NAME’s** equal employment opportunity objectives. Any employee who believes he or she has been discriminated against must immediately report any incident to his or her supervisor or Human Resources. The Company will not tolerate retaliation against any employee who reports acts of discrimination or provides information in connection with any such complaint.

It is **COMPANY NAME’s** policy to comply with all relevant and applicable provisions of the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 and related state and local laws. **COMPANY NAME** will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of physical or mental disability. In addition, **COMPANY NAME** will make reasonable accommodations for employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job, with or without accommodation, and provided that any accommodations made do not impose an undue hardship on **COMPANY NAME**. Any employee who feels that an accommodation is necessary to be able to perform the essential functions of his or her job should speak with his or her manager, or contact Human Resources.

In connection with an accommodation request, an employee may be asked to provide an ADA form sufficiently completed by his or her treating physician(s) or healthcare provider(s). As permitted by the ADA, under certain circumstances, an employee may also be asked to undergo one or more examinations by a physician chosen by **COMPANY NAME.** In such cases, **COMPANY NAME** will pay the full costs associated with the examination(s).

In accordance with the ADA, any medical records for an employee will be kept in a confidential file and will be maintained in compliance with legal requirements. In addition, the existence of an employee's disability, and any associated records, reports, and other knowledge gained by **COMPANY NAME** will be kept confidential.

### 1.2 Union-Free Policy Statement

**COMPANY NAME** is committed to treating its employees with respect and dignity and to providing them with excellent benefits, optimum working conditions and competitive wages. **COMPANY NAME** understands that at times employees have concerns and suggestions for improvements. The Company encourages its employees to speak up and take advantage of the open-door policy set forth below in Section 1.5. The Company listens to its employees and takes their comments seriously.

The direct personal relationship between **COMPANY NAME** employees and their supervisors ensures the best environment for achievement of individual and company goals. **COMPANY NAME** believes that a third-party influence would erode its well-established successful employee-supervisor relationship. A union would not benefit the company's employees, customers or the company.

### 1.3 Your Supervisor

You and your supervisor are two essential parts of a close working team, each with certain responsibilities to the other. Your supervisor will ensure that you do your job correctly, thoroughly, and safely. Your supervisor will also help you get the necessary training to perform your job.

At **COMPANY NAME**, success at your job means as much to your supervisor as it does for you. Your supervisor is very interested in you as an individual and as a member of **COMPANY NAME**. One of your supervisor's most important jobs is helping you to work effectively and to the best of your abilities.

Because we are committed to safety and quality at **COMPANY NAME**, it is important that you seek assistance from your supervisor if you have questions about your job. Your supervisor is dedicated to being responsive to your needs. If you seek answers to your questions and resolutions to problems, you can perform your job with greater ease.

All employees should feel free to contact their supervisor with any questions, suggestions and/or complaints. If employees do not feel comfortable contacting their supervisor or are not satisfied with their supervisor's response, they should contact Human Resources.

### 1.4 Work Assignments

There may be times when your work assignment will change; sometimes, for example, it is necessary to reassign employees to available work based on their qualifications, experience and abilities. **COMPANY NAME** will attempt to work with you if such an assignment change is necessary, so that it is mutually agreeable. Reassignments include but are not limited to a change in work schedule, job function, and relocation to another department at **COMPANY NAME**.

### 1.5 Open Communication Policy

**COMPANY NAME** strives to maintain good relationships among its employees. We believe that for the Company and its employees to properly and efficiently carry out their responsibilities to each other, both parties must promote effective communication. The Company will make every effort to keep you informed of operations and policies.

We take pride that our Company is enriched by the ideas and experiences of our employees. Respect for the individual is reflected in our commitment to being responsive to our employees' inquiries. If you have a question or a problem, your supervisor is available to listen to you. He or she should be able to assist you or direct you to the person best suited to help you. It is **COMPANY NAME's** intent that you will receive answers to your questions or resolutions to your problems. A remedy that is completely satisfactory to you is not always possible, but you are entitled to a fair and adequate explanation.

If you have any questions or problems regarding your job or the workplace, you should seek assistance to have them resolved promptly and adequately by your supervisor. If you do not feel comfortable contacting your supervisor or are not satisfied with your supervisor's response, you should contact Human Resources.

### 1.6 Addressing Your Complaints

Professionalism is important at **COMPANY NAME**. It is the Company's desire that you are treated with dignity, respect, consideration, and fairness in your work relationships. If a problem occurs on the job, we try to ensure a fair and prompt solution. If you have a complaint or problem and need assistance, you should do the following:

1. Discuss the situation with your supervisor within three working days of the incident. Your supervisor will promptly respond to you. If your complaint is against your supervisor, you should proceed directly to step 3 in this process.

2. If, after discussing the situation with your supervisor, you feel a satisfactory solution has not been reached, you have the option of having your supervisor arrange a meeting for you with your Department Manager.

3. If you continue to feel the problem has not been satisfactorily resolved, you may arrange to discuss the matter with Human Resources.

**COMPANY NAME** ensures that any employee who follows this procedure may do so without fear of retribution and will not be criticized, penalized, or discriminated against in any way.

### 1.7 Parking

The Company provides ample parking spaces for employees, and employees should park only in those parking spaces designated and marked as employee parking spaces. All employees are expected to drive safely and to demonstrate courtesy, safety, and concern for pedestrians and other vehicles on Company property.

Employees use such spaces at their own risk. The Company will not be liable for any damage or theft caused to any motor vehicle, or contents thereof, while parked in the Company parking lot.

The Company reserves the right to search vehicles in the Company’s parking lot when there is reasonable suspicion to believe illegal activities have taken place, such as, theft or possession of drugs.

### 1.8 Bulletin Boards

Bulletin boards located throughout **COMPANY NAME** are used to inform you about Company information and contain communication on workplace activities, employee resources, federal, state and local guidance, law and policies, reminders and additional information relevant to Company and its employees. All bulletin boards are maintained exclusively by the Human Resources Department, and personal notices/announcements must be approved by the Human Resources Department before they are posted on Company bulletin boards.

### 1.10 Civic and Community Involvement

We encourage our employees to participate in civic and community activities and organizations. We ask only that you conduct such activities on your off-hours.

### 1.11 Security/Searches

To provide for your security as well as that of the Company and all its employees, we ask that you report any act of a suspicious nature or the presence of any unauthorized persons on Company premises. In addition, we ask that you cooperate in all security procedures.

Before removing discarded or salvage materials from Company premises, you must have written permission from your supervisor.

The Company reserves the right to conduct announced and unannounced searches and inspections of employees, their personal effects or Company provided materials such as lockers, desks, files, computers and packages, as it deems appropriate, as long as there is reasonable basis for doing so. Employees are expected to cooperate in the conduct of any such searches. Any employee who is found in possession of any illegal or prohibited articles will be subject to disciplinary action, up to and including termination.

### 1.12 Employment of Relatives

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, **COMPANY NAME** will hire relatives of persons currently employed only if:

* Candidates for employment will not be working directly for or supervising a relative. If a direct supervisory or managerial relationship would be established, that relative cannot be considered as an applicant for the open position.
* Candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages and leave requests.

For the purposes of this policy, relatives include the following: spouse, parent, child, sibling, in-law, grandparent, grandchild, aunt, uncle, first cousin, step-relative, or any individual with whom an employee has a close personal relationship, such as a domestic partner, co-habitant, or significant other.

If employees begin a dating relationship, enter into a marriage, or otherwise become relatives, partners or members of the same household, and one party is in a supervisory position, that person is required to inform both his or her supervisor and Human Resources of the relationship. The employees will have 60 days to resolve the situation on their own. After 60 days, if the employees have not yet resolved the situation on their own by means acceptable to **COMPANY NAME**, such as a transfer or employment outside the Company, the employees’ supervisor(s) will work with Human Resources to determine the most appropriate action for the specific situation. This may include transfer or, if necessary, termination of one of the employees.

If you are in a relationship with a co-worker that may create a conflict, or which may include or become one of the prohibited situations you must notify your supervisor or Human Resources.

If there is a situation where an action of **COMPANY NAME**, such as reduction in force, results in an involuntary circumstance in which two relatives, partners or members of the same household may be reporting to each other, one of the employees will be reassigned within 60 days. During those 60 days, the supervisory employee will not have involvement or direct input in the employment decisions of the other employee.

**COMPANY NAME** reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if no direct reporting relationship or authority is involved. In these situations, **COMPANY NAME** will reassign one of the employees within 60 days.

# SECTION 2: YOUR PAY AND WORK HOURS

This section is designed to give you a better understanding of your employment status at **COMPANY NAME** and to provide information on your compensation and work hours.

### 2.1 Employee Status

*Regular, Full-Time Employee* - An employee hired into a position designated to be full-time is reasonably expected to work a full work schedule of an average of 30 hours or more per week, and any required overtime (unless otherwise required by law). These employees are eligible for benefits as outlined in the benefits sections and benefits booklets.

*Regular or Temporary Part-Time Employee* - An employee hired into a position designated to be part-time is expected to work an average of fewer than 30 hours per week. These employees will only receive those benefits mandated by state or federal law.

*Temporary Full-Time Employee* - An employee who has been hired for a limited period of time, which usually does not exceed three to six months. These employees will only receive those benefits mandated by state or federal law.

In addition, all employees are classified, according to the Fair Labor Standards Act, as *“Exempt” or “Non-Exempt.”*

* Non-exempt employees must maintain an accurate record of all hours worked and will be paid overtime for all hours worked in excess of forty (40) in the pay week. Non-exempt employees may be full-time, part-time, or temporary and may be paid on an hourly or salaried basis.
* Exempt employees are paid a predetermined salary for any week in which they perform any work, without regard to the number of days or hours worked, and are not eligible for overtime pay. Exempt employees may be full-time, part-time, or temporary. ***The predetermined salary may only be reduced for specific, lawfully permitted reasons***.
* **If you believe that an improper deduction has been made from your pay, you must notify your supervisor or Human Resources. The reason for the deduction will be thoroughly investigated and if it is determined that an error was made, you will be reimbursed.**

### 2.2 Timekeeping Policy

Employees must record their actual time worked for payroll and benefit purposes. Time worked includes all time that an employee is required to be performing duties for the company.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave, or personal business.

Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by the Company. Non-exempt employees may not start work until their scheduled starting time. Employees should clock in no sooner than 10 minutes before their scheduled shift and clock out no later than 10 minutes after their scheduled shift. Non-exempt employees are required to take a full 30-minute lunch break away from their work area. Without prior approval, non-exempt employees are prohibited from taking work home on the evenings and weekends. All after hours work is prohibited, including emails and phone calls.

It is your responsibility to sign your time sheet to certify the accuracy of all time recorded.

Any errors in your time sheet should be reported immediately to your supervisor, who will attempt to correct legitimate errors. Employees who consistently miss time clock entries will be subject to disciplinary action.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

### 2.3 Pay Day

For purposes of pay, our work week begins at 11:00 P.M. Sunday and ends at 10:59 P.M. the following Sunday.

You will be paid bi-weekly on Fridays, for all hours worked through the end of the associated pay cycle. Paychecks will be direct deposited into the account(s) you designate.

### 2.4 Employee Schedules

The Company usually operates on a forty-hour work week. Many of our employees are employed on regularly scheduled shifts as follows:

* *First Shift* 7:00AM-3:00PM
* *Second Shift* 3:00PM-11:00PM
* *Third Shift* 11:00PM-7:00AM

Office employees have a schedule from 8:00 A.M. to 5:00 P.M.

Your supervisor will discuss your work schedule, lunch and break times with you.

### 2.5 Overtime Pay

From time to time, business demands may require that you work overtime. Accordingly, **COMPANY NAME** will pay overtime in accordance with the Fair Labor Standards Act.

All overtime must be pre-approved by your supervisor.

The Company will try to give employees as much advance notification as possible concerning overtime. While this is not always possible, it is the employee’s responsibility to work all overtime as requested by the management of the Company.

### 2.6 Pay Transparency Policy

**COMPANY NAME** will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the a legal duty to furnish such information.

### 2.7 Call Back Pay

Should an emergency arise requiring you to be called back in to work during hours other than your regularly scheduled work hours, you will receive at a minimum, two hours pay. If you work longer than two hours, you will receive pay for all time worked.

### 2.8 Inclement Weather Policy

Because of our responsibilities and obligations to our customers, it is **COMPANY NAME’s** policy to remain open if possible. If severe weather conditions exist, forcing the facility to shut down, we will try to inform you of this before you leave to come to work. If you have any question as to whether the facility is open, it is your responsibility to call the Company.

If the facility is open, and you do not perform any work, you will not be paid. You must use a paid time benefit day if you wish to receive pay for this day.

If the facility is not open, and you do not perform any work, you will not be paid. You must use a paid time benefit day if you wish to receive pay for this day.

#

# SECTION 3: YOUR BENEFITS

While your compensation provides current income to meet your needs, your employee benefits protect you and your family against rising costs and the financial consequences of ill health, disability, or death. **COMPANY NAME’s** employee benefits are briefly described in this section. If you have questions or need additional information on these benefits, please refer to your Employee Benefits Booklet, or contact your supervisor or the Human Resource Director.

### 3.1 Health Insurance

All regular, full-time employees and their eligible dependents qualify for group medical insurance. Your insurance will be in effect on the first of the month following your date of hire. See your Employee Benefits Booklet for details.

### 3.2 Confidentiality of Protected Health Information

The policy of **COMPANY NAME** is to maintain the privacy of protected health information of individuals covered under the group health plans sponsored by **COMPANY NAME** and to provide such individuals specific rights with respect to their protected health information in accordance with the Health Insurance Portability and Accountability Act (“HIPAA”).

**COMPANY NAME** and the group health plan will not use or disclose protected health information except as necessary for treatment, payment and other healthcare operations, or as otherwise permitted or required by law. Protected health information may be disclosed to and used by employees responsible for carrying out administrative functions for the Company’s group health plans – for example, enrollment/disenrollment, claims administration, and benefit payment. However, these employees will only have access to information on a “need to know” basis and will use and disclose only the minimum necessary protected health information to accomplish the intended Plan administration purpose. **COMPANY NAME** and the plans will not, without authorization, use or disclose protected health information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of **COMPANY NAME.**

For full details regarding privacy rules, please refer to summary plan description for the relevant group health plan. You may also obtain copies of the Notice of Privacy Practices distributed for each plan from Human Resources.

This Section does not apply to **COMPANY NAME’s** use or disclosure of employee medical information obtained outside of the group health plan, including but not limited to administrating FMLA leave, the ADA reasonable accommodation process, or workers’ compensation. Such medical information will be maintained, used, and disclosed in accordance with legal requirements, including the Americans with Disabilities Act.

### 3.3 Life Insurance

Upon becoming a regular, full-time employee, you will receive Life Insurance in the amount of 75% of your annual salary ($5,000 minimum and $25,000 maximum). Dependent life insurance is available at an additional cost to you.

You will also receive as a regular, full-time employee, Accidental Death and Dismemberment Insurance. For more information on these benefits, refer to your Employee Benefits booklet.

### 3.4 Retirement Plan

**COMPANY NAME** provides a Retirement Plan. For more information, please refer to your Summary Plan Description.

### 3.5 Short-term Disability Benefit

All regular, full-time employees are eligible to participate on the first of the month following their date of hire. This benefit provides income protection to you if you incur a non-occupational illness or injury that disables you from your regular job. This coverage begins after seven consecutive calendar days of disability. For more information on the cost of participating in this benefit, or on the coverage itself, contact the Human Resource Department.

### 3.6 Long-term Disability Benefit

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between the Company and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### 3.7 Workers' Compensation Insurance

All employees are covered by Workers' Compensation Insurance. This insurance is administered in accordance with the state law.

This coverage provides medical care and partial income payments in case you suffer from a work-related injury or illness. There is no cost to you for this protection.

If you suffer a work-related injury or illness (no matter how minor it may appear), you must report it to your supervisor as soon as reasonably possible, but in no event, later than leaving the facility, or within 8 hours of the illness or injury, whichever is earlier. This will enable you to obtain any necessary medical attention and qualify for coverage as quickly as possible.

### 3.8 Temporary Medical Absence/Sick Days

If you are absent from work due to illness or injury (on or off the job), you will be excused on a day-to-day, unpaid basis for up to one week. If you are unable to return to work after one week, it is your responsibility to apply for a medical leave of absence by contacting the Human Resources Department.

If you have been employed for 90 calendar days as a regular, full-time employee, you are eligible for three paid sick days per year. These days can/cannot be carried over from year-to-year. Unused sick days are/are not paid out at termination of employment. Paid sick days do not count towards weekly overtime.

### 3.9 Vacation

All full-time employees are eligible to receive vacation pay. New employees receive limited vacation days for use during the first calendar year. The amount of vacation time is provided as follows:

* Hired before June 30th, you will receive five days of vacation between your hire date and the end of the calendar year.
* Hired between July 1st and September 30th, you will receive three days of vacation between your hire date and the end of the calendar year.
* Hired on October 1st or later, you will not receive any vacation until the beginning of the next calendar year.

The vacation schedule beginning January after your hire date and based on tenure is as follows:

* January 1st following hire date through the end of five years of employment – two weeks of vacation
* Six years of employment through the end of twelve years of employment – three weeks of vacation
* Over twelve years of employment – four weeks of vacation

Vacation may be used in hourly, half-day, full-day increments.

Vacation pay is not considered the same as hours worked for the purpose of computing weekly overtime.

A paid leave of absence counts as service when calculating vacation eligibility. An unpaid leave of absence, excluding military leave, of four (4) weeks or longer does not count as service for vacation eligibility.

**Forfeiture of Accrued, Vacation:**

Vacation may / may not be carried from one year to the next.

Any accrued, but unused, vacation time will be paid to you upon resignation of employment, provided you offer to work a two-week notice, as outlined in our Resignation Policy. Failure to provide a notice will result in the forfeiture of accrued, unused vacation. This vacation payout will be less any money owed the Company, as authorized by law.

If you involuntarily separate from the Company for any reason, other than a reduction in force, you will not be paid your accrued, unused vacation.

OR

**COMPANY NAME** does not pay out the value of any unused accrued vacation upon separation from employment for any reason.

### 3.10 Paid Time Off

**COMPANY NAME** believes that employees should have opportunities to be away from work to help balance their lives and recognizes that employees may have diverse needs for taking time off. This Paid Time Off (PTO) policy is established to meet employee needs and contains provisions for time used for vacation and sick/medical leave.

The benefits of PTO are that it promotes a flexible approach to time off which allows/requires employees to be accountable and responsible for managing their own PTO hours. This allows employees to maintain adequate PTO reserves as needed for vacation, illness or disability, appointments, emergencies or other needs that require time off from work.

Regular full time and part time employees begin accruing PTO upon hire. Temporary employees are not eligible to accrue PTO. PTO accruals are available for use after 90 calendar days of employment. No advanced PTO will be granted. Employees are paid for time off from work only when sufficient PTO is available.

Length of service determines the rate at which the employee will accrue PTO. Employees become eligible for the higher accrual rate on the first day of the pay period in which the employee’s anniversary date falls.

A paid leave of absence counts as service when calculating PTO eligibility. An unpaid leave of absence, excluding military leave, of four (4) weeks or longer does not count as service for PTO eligibility.

|  |  |  |  |
| --- | --- | --- | --- |
| **Years of Service** | **Hourly accrual rate per pay period** | **Annual PTO Accrual** | **Maximum Accrual** |
| Hire date through fifth (5) year anniversary | 4.615 | 15 days (120 hours) | 25 days (200 hours) |
| Five (5) years through twelfth (12) anniversary  | 6.154 | 20 days (160 hours) | 30 days (240 hours) |
| Thirteen (13) years through nineteenth (19) anniversary | 7.692 | 25 days (200) hours) | 35 days (280 hours) |
| Twenty (20) or more years | 9.231 | 30 days (240 hours) | 40 days (320 hours) |

PTO is paid at the employee’s base rate of pay at the time that it is used. It does not include overtime or any special forms of compensation such as incentives, variable compensation or bonuses.

PTO may be used in hourly, half-day, full-day increments. Requests to use PTO must be made in accordance with **COMPANY NAME’s** Attendance Policy.

PTO is not considered the same as hours worked for the purpose of computing weekly overtime.

**Forfeiture of Accrued, PTO**:

Any accrued, but unused, PTO will be paid to you upon resignation of employment, provided you offer to work a two-week notice, as outlined in our Resignation Policy. Failure to provide a notice will result in the forfeiture of accrued, unused PTO. This PTO payout will be less any money owed the Company, as authorized by law. If you involuntarily separate from the Company for any reason, other than a reduction in force, you will not be paid your accrued, unused PTO.

OR

**COMPANY NAME** does not pay out the value of any unused accrued PTO upon separation from employment for any reason.

### 3.11 Personal Leave

In the event you experience personal needs, an unpaid personal leave may be granted for up to one week by your supervisor. Such requests must be made in writing to the employee’s supervisor and will be reviewed on a case-by-case basis. Several factors will be considered, including, but not limited to, the reason for the leave, tenure, the length of time the employee will be away, current staffing requirements, and whether the employee has received any form of disciplinary action within the prior six (6) months. Personal leaves requiring more than one week require the approval of the Department Manager and Human Resources. Generally, a personal leave will not extend past 30 calendar days. Employees must exhaust any eligible vacation or sick time before taking unpaid personal leave. Employee health benefits will be continued in the same manner as prior to the leave, if the leave is for ***[enter number]*** weeks or less, but the employee will be expected to remit payment for the employee’s portion of the health insurance premium prior to leaving on personal leave, and in an amount equivalent to the expected period of absence. If the leave exceeds beyond **[*enter number*]** week period, employees will be advised of their COBRA rights.

### 3.12 Medical Leave of Absence (Non-FMLA)

If you are not eligible for FMLA, or have exhausted your FMLA covered leave, and have a medical condition that requires you to be away from work, you may be eligible for a non-FMLA medical leave of absence.

OR

If you have a medical condition that requires you to be away from work, you may be eligible for a non-FMLA medical leave of absence.

An unpaid medical leave may be granted for up to 30 calendar days upon certification of your illness by your physician. Should your recovery require additional time, a leave may be renewed for 30 additional calendar days, pending medical certification. Non-FMLA leave will not typically extend beyond 3 months, except in situations of a disability, when additional time may be granted as a reasonable accommodation, assuming it does not present a hardship for **COMPANY NAME**.

Such requests will be reviewed by the Human Resources Department. Several factors will be considered, including, but not limited to, the reason for the leave, current business conditions at the time of the request, and the employee’s work record and tenure. Employees must use any available sick or vacation days concurrently with this medical leave. If you do not return to work at the expiration of your leave, your employment may be terminated. While every effort will be made to hold your position during this leave of absence, **there are no job reinstatement rights associated with this leave of absence.**

### 3.13 Family Medical Leave Act (FMLA)

 In accordance with the Family Medical Leave Act that went into effect on August 5, 1993, **COMPANY NAME** provides eligible employees up to twelve weeks of leave for family and medical reasons.

*Guidelines*:

1. **Eligibility**. Employees are eligible to take up to 12 weeks of unpaid family/medical leave within a 12 month period [must describe how 12 months is calculated here- *we recommend “rolling back method”*] and be restored to the same or an equivalent position upon their return from leave provided they: a) have worked for **COMPANY NAME** for at least 12 months, b) for at least 1250 hours in the last 12 months; and c) are employed at a worksite that has 50 or more employees within a 75 mile radius.

2. **Reasons for Leave**. Eligible employees may take family/medical leave for any of the following reasons: a) the birth of a son or daughter and in order to care for and/or bond with such son or daughter; b) the placement of a son or daughter with the employee for adoption or foster care; c) to care for a spouse, son, daughter, or parent with a serious health condition; d) to care for the employee’s own serious health condition which renders the employee unable to perform the essential functions of the position, e) in accordance with the National Defense Authorization Act:

* Eligible employees may take up to 12 weeks family medical leave for a qualifying exigency related to a covered service member on active duty or who has been notified of an impending call or order to active duty. Covered family members include spouse, parent, and child.
* Or an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of **26 workweeks** for military related medical treatment to care for the service member. Under the caregiver leave the twelve-month period will be calculated rolling forward from the first day of leave.

Leave because of reasons "a" or "b" must be completed within the 12-month period beginning on the date of birth or placement.

3. **Notice of Leave**. If the need for family/medical leave is foreseeable, the employee must give the Company at least 30 days prior written notice. If this is not possible, the employee must at least give notice as soon as is practical (within 1 to 2 business days of learning of their need for leave). Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee must comply with the same notice and procedural requirements that apply to other similar absences as set forth herein in Section 5.1, except in extraordinary circumstances. The Company has Family Medical Leave forms available from the Human Resource Department. These forms must be used when employees request leave.

4. **Medical Certification**. If employees are requesting leave because of their own or a covered family member’s serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. The Company has the right to request second or third medical opinions, at its expense. Medical Certification Forms are available from the Human Resource Department. When an employee requests leave, the Company will notify them of the requirement for medical certification and when it is due (at least 15 calendar days after the employee requests leave). If an employee provides at least 30 days’ notice of medical leave, the employee should provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Company may require subsequent medical recertification on a reasonable basis.

5. **Reporting While on Leave**. While an employee is out on leave, they must keep the company up to date with the status of their leave, and their intent to return to work. Depending on the nature and length of the absences, the employee may be required to check in at varying intervals of either every couple of weeks, or monthly.

6. **Leave is Unpaid**. Family/medical leave is unpaid leave [although the employee must use PTO/vacation/sick time or may be eligible for short or long-term disability payments and/or workers’ compensation benefits under those insurance plans. These plans are described elsewhere in the Handbook]. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

7. **Medical and Other Benefits**. During an approved family/medical leave, the Company will maintain the employee's health benefits, as if they had continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the Company will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must pay their portion of the premium through personal check. The employee's health care coverage will cease if the premium payment is more than 30 days late. If the employee elects not to return to work at the end of the leave period, he/she will be required to reimburse the Company for the costs of premiums paid by the Company for maintaining coverage during his/her leave, unless the employee cannot return to work because of a serious health condition or circumstances beyond their control.

8. **Intermittent and Reduced Schedule Leave**. Leave because of a serious health condition, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours the employee works in each work week or workday) if medically necessary. In addition, while the employee is on an intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the Company may temporarily transfer the employee to an available alternative position which better accommodates the employee's recurring leave, and which has equivalent pay and benefits.

9. **Returning from Leave.** Upon return from family/medical leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and employment terms, unless business conditions have so changed to make this impossible. In accordance with the FMLA, the Company may deny restoration to certain key employees, but only if necessary to avoid substantial and grievous economic injury to the Company’s operations. If an employee takes leave because of their own serious health condition, they are required to provide medical certification that they are fit to resume work. Return to Work Medical Certification Forms are available in the Human Resource Department. Employees will not be permitted to resume work until the Return to Work Medical Certification Form is provided.

### 3.14 Military Leave of Absence

A military leave of absence is a military obligation that requires a short-term absence (two weeks or less) or a long-term absence (usually no longer than five years). Federal law governs a military leave of absence. For more information regarding a military leave of absence please consult the Human Resources Department. **COMPANY NAME** will not retaliate against employees who request or take leave in accordance with this policy.

### 3.15 Military Training Pay

If it is necessary that you lose work time because of military training duty, and if you have completed one year's continuous service, the Company pays the difference between your regular pay and your Military compensation for a maximum of two weeks per year for duty in the State or National Guard or United States Reserves.

### 3.16 Bereavement Leave

As a regular, full-time employee, if a relative in your immediate family dies, **COMPANY NAME** grants you up to three consecutive calendar days of paid leave to arrange for and attend the funeral. Immediate family includes: your spouse, mother, father (or guardian), child, brother, sister, grandparent and grandchildren.

Should a death occur in your immediate family, please notify your supervisor as soon as possible.

Paid bereavement leave does not count toward weekly overtime.

### 3.17 Jury Duty

**COMPANY NAME** encourages you to accept and fulfill your civic duty in your community. Notify your supervisor as soon as you receive a notice of jury duty so that staffing provisions can be made. Your supervisor must also be provided a copy of your summons.

If you serve on jury duty, you will be paid the difference between eight hours straight time pay less the pay received for jury duty, for each day served, for a maximum of two calendar weeks per year.

To receive pay from the Company, you must provide a statement certified by a court official as to your service as a juror, the dates and hours of attendance, and the compensation received.

Paid jury leave does not count towards weekly overtime.

**COMPANY NAME** will not retaliate against employees who request or take leave in accordance with this policy.

### 3.18 School Visitation Leave

If an employee is the parent, guardian, or person standing in loco parentis of a school-aged child, **COMPANY NAME** will provide the employee up to four hours of time off per year to attend or otherwise be involved in activities at the child’s school. The employee and their supervisor must mutually agree to the scheduling of leave. Employees must submit a written request for leave at least 48 hours in advance of the requested absence. Employees may be required to provide documentation from the child's school verifying that the employee was involved at the school during the leave time.

Leave under this policy is unpaid; however, exempt employees will be paid as required by law. Employees may opt to use sick time/vacation time/PTO in place of unpaid leave.

**COMPANY NAME** will not retaliate against employees who request or take leave in accordance with this policy.

### 3.19 Juvenile Order Leave

All employees who are parents, guardians or custodians of juveniles will be given leave to comply with juvenile court orders, issued by a court of competent jurisdiction. Employees subject to such orders must notify their manager immediately upon being served with an order and provide a copy of the order. Leave under this policy is unpaid; however, exempt employees will be paid as required by law. Employees may opt to use sick time/vacation time/PTO in place of unpaid leave.

### 3.20 Domestic Violence Leave

Employees who are the victims of domestic violence will be provided with leave to seek an injunction for protection, to obtain medical care or counseling, to obtain services from a victim services organization, to secure the employee’s home from the perpetrator, or to seek legal assistance to address domestic or sexual violence. Leave under this policy is be unpaid; however, exempt employees will be paid as required by law. You may opt to use sick time/vacation time/PTO in place of unpaid leave.

### 3.21 Holidays

**COMPANY NAME** recognizes certain days of religious and historic importance as holidays, and pays regular, full-time, active employees eight hours straight time for each of eight holidays. Piece rate employees, and drivers who are paid by mileage, will receive eight hours of pay based on their six-week hourly average, excluding overtime.

The holidays observed by **COMPANY NAME** are:

|  |  |
| --- | --- |
| New Year’s Day | Labor Day |
| Presidents Day | Thanksgiving Day |
| Good Friday | Christmas Eve |
| July 4th | Christmas Day |

To receive holiday pay, you must work your regular scheduled hours before and after the holiday, unless the absence is excused by your supervisor and approved documentation is submitted by you.

If you are a non-exempt employee and are required to work on a scheduled holiday, you will receive your regular rate of pay for the time worked in addition to holiday pay. If you are scheduled to work on a holiday and fail to report to work as scheduled, you will forfeit your holiday pay.

Holiday pay is not considered the same as hours worked for the purpose of computing weekly overtime.

### 3.22 Paid Breaks/Meals

**COMPANY NAME** provides you with two paid breaks per day. Your supervisor will discuss the break schedule with you. You are also allowed XX amount of time for meals that is/is not paid time. Your supervisor will discuss the timing of your meal period with you.

### 3.23 Accommodations for Nursing Mothers

**COMPANY NAME** will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth. If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public. Employees must bring their own cooler or storage container. Breaks greater than 30 minutes to express milk will not be paid for non-exempt employees. Break time should, if possible, be taken concurrently with any other break time already provided.

### 3.24 Educational Assistance

**COMPANY NAME** encourages employees to improve their skills by taking classes outside the Company. The following guidelines apply to those employees who request the Company’s financial assistance with educational assistance. Full-time, regular employees who have completed six-months of employment are eligible under this policy.

Courses or programs must be offered by an approved institution – for example, accredited school, college or university. Courses or programs must be scheduled outside the employee’s regular work hours, and all homework must be done on the employee’s time. Each course must be applied for separately and is evaluated on its individual merits in accordance with this procedure.

An employee should request permission to take a course(s) three weeks before the course begins. Human Resources will provide the necessary forms to complete. If approved, an employee will be reimbursed for tuition, books and fees at the completion of the course. If a grade of “A” or “B” is obtained, reimbursement will be at 100%, up to a maximum of [insert]. If a “C” is obtained, reimbursement will be at 75%, up to a maximum of [insert]. There will be no reimbursement for grades below a “C” or for “withdrawals” or “incompletes.” The Company will reimburse for a maximum of three (3) classes per semester/quarter. It is the employee’s responsibility to submit receipt/cancelled checks, etc., as well as transcripts, before reimbursement will be made.

If the Company reimburses an employee for coursework, and the employee leaves the Company for any reason, other than a reduction in force, the employee will be required to reimburse the Company, in accordance with state and federal regulations, according to the following schedule:

* If the employee leaves within 6 months of reimbursement, the employee owes Company 100%.
* If the employee leaves within 9-12 months of reimbursement, the employee owes Company 50%.

# SECTION 4: YOUR CAREER AT YOUR COMPANY NAME

**COMPANY NAME** makes every effort to hire qualified people to do quality work. The fact that you were hired by **COMPANY NAME** means that someone here has already recognized your skills and potential.

Whether you are just beginning your career with us, or continuing a successful one, your supervisor can provide you with some goals and objectives that can add purpose to your career with the Company.

### 4.1 Promotions

**COMPANY NAME** seeks to select the individuals who best meet the organization needs to fill open positions.

To be considered for promotion, you must have been in your current position for at least six months and have demonstrated consistently high standards of performance, as reflected in your two most recent review cycles. Other factors taken into consideration include relevant work experience, skill set that matches or exceeds the minimum requirements of the new position, personal motivation and willingness for a change in responsibilities. When no major differences exist between internal candidates, length of service may also be considered. Employees who have received any form of disciplinary action within the past 12 months, or who are currently on a performance improvement plan, are not eligible for promotion consideration.

**COMPANY NAME** reserves the right to hire the individual (internally or externally) who best meets the organization’s needs.

### 4.2 Job Posting

When there is an opening for a position at **COMPANY NAME**, information on the position may be posted internally for a week before it is posted externally.

If you are interested in, and meet the minimum qualifications for a position, you must complete a Job Request Form. Only regular, full-time employees, who have not received any disciplinary action within the past 12 months, are eligible to apply.

You must stay in your position for six months before you are eligible to apply for another position in the Company.

**COMPANY NAME** reserves the right to transfer employees to different positions, when deemed necessary, to maintain efficient operations and production.

The Company has the right to consider individuals from outside the Company as well as individuals who have applied via the job posting system. Additionally, **COMPANY NAME** reserves the right to fill positions through any means or combination of means it deems preferable, including but not limited to posting the position internally and/or externally, directly promoting an employee and/or searching through its candidate database.

# SECTION 5: YOUR RESPONSIBILITIES

Working at **COMPANY NAME** not only offers certain benefits and privileges, but also requires some important responsibilities. To help you understand and carry out your responsibilities, the Company has established specific written rules and procedures.

This section summarizes some of **COMPANY NAME** policies and rules. Some are general Company rules, and others are in relation to individual conduct.

It is important that you understand and adhere to these guidelines. If you need any of these responsibilities clarified, contact your supervisor, or the Human Resource Director.

### 5.1 Attendance/Absenteeism/Tardiness

Because every job at **COMPANY NAME** is important to the Company's efficient operation, **COMPANY NAME** depends on employees to come to work each day, arrive on time, and not leave work earlier than scheduled. Regular and punctual attendance is essential to our success and is an expected and essential function of every position at **COMPANY NAME**. Absenteeism and tardiness reduce efficiency and burden fellow employees. Attendance is also a key factor in your performance appraisal.

If you are late or must be absent, you are required to provide reasonable notice to your supervisor. **COMPANY NAME’s** call-in procedures are listed below:

Notice / Call-In Procedure – Emergencies

If you are unable to work, report to work on time, or work your entire workday due to illness or a personal emergency, you must notify your supervisor as soon as possible. If you are unable to report to work (or report to work on time), you should contact your supervisor to provide reasonable notice, but no later than thirty (30) minutes before you are scheduled to start work, if practical, but in no event more than two (2) hours from the time you are scheduled to start work.

All notifications of absences must be either face-to-face or by telephone to your supervisor. No employee may call in sick by email, instant message, text message, or social media or by leaving a message for another employee.

When you contact your supervisor to report your need for leave, you must provide at least the following information:

* The specific reason for your absence, with sufficient information to allow us to determine whether FMLA may apply to your request.
* When your leave will begin and when you expect to return to work, including specific dates and times of absences, if known; and
* A telephone number where you may be reached for further information.

If your need for leave is covered by FMLA, you must also call XXX; if you fail to do so, your leave may not be covered by FMLA.

Failure to follow this Notice / Call-In Procedure may result in termination.

Absences due to an illness that lasts longer than three (3) days may require documentation such as a doctor’s note.

Should you need to leave work early, this must be approved by your supervisor. You must make sure that any urgent, uncompleted tasks are arranged to be completed by another employee.

Notice / Call-In Procedure – Scheduled Absences

For scheduled absences, such as a routine doctor’s appointment or a vacation, the Company requires at least three (3) weeks’ advance notice.

Excused absences and tardies are those that are pre-arranged and approved in advance by your supervisor. Exceptions to this are sudden emergencies, sickness, or accidents which may be considered excused.

If you are not at your workstation at your assigned starting time, you will be considered tardy.

If you are absent three or more consecutive workdays without giving proper notice to your supervisor, the Company will deem you to have voluntarily abandoned your job and will interpret this as your voluntary resignation from employment.

### 5.2 Corrective Disciplinary Action

We believe that open communication between you and your supervisor can provide the basis for resolving any problems associated with your behavior or performance.

**COMPANY NAME** does not have a formal disciplinary process but will take any disciplinary action necessary depending on the facts of each situation. Nonetheless, at **COMPANY NAME**, discipline is not intended to punish, but to help the disciplined employee understand and correct their behavior. Violation of **COMPANY NAME’S** policies, rules, and expectation levels may result in disciplinary action including verbal warning, written warning, suspension, demotion, transfer, or termination of employment. In general, for minor incidents, a verbal redirection may be appropriate before a written warning. However, more significant and/or repeated issues may result in a written warning. Depending on the seriousness of the offense, a final warning or termination may occur at any point.

**5.3 Health and Safety**

**COMPANY NAME** is dedicated to providing an environment that is health and safety conscious. Your security is our concern. Only with a concentrated effort on everyone's part can we provide this environment.

Therefore, the following list has been provided to help everyone focus on our safety efforts:

* Always report any injury, no matter how slight, to your supervisor.
* Be alert to fire and safety hazards and report them immediately.
* Keep aisles free at all times.
* Wear proper clothing and personal protective equipment at all times.
* Observe all safety practices associated with your job.
* Refrain from eating and drinking in manufacturing areas.
* Housekeeping is everyone's responsibility; please clean up your work area throughout the day.
* Use proper lifting techniques.
* Radio ear plugs, headsets, etc. are prohibited for safety reasons.

Employees who have ideas or suggestions to improve the safety of the work environment are encouraged to talk with their supervisors. Employees can voice their safety concerns, report unsafe conditions or make suggestions for improvements without fear of retaliation.

### 5.4 Reporting On-The Job Injuries, Accidents & Emergencies

Should you be injured on the job, or even if an incident occurs that does not result in an injury or illness, you must report the incident to your supervisor as soon as reasonably possible, but no later than leaving the facility, or 8 hours after becoming aware of the injury, whichever is earlier.

Should your injury require medical treatment, your supervisor will arrange for you to see a physician. If the physician determines that you cannot return to work that day, you will be paid at your regular rate of pay for the remainder of the day.

No employee who makes a good-faith effort to comply with this policy will be disciplined for not promptly reporting a workplace incident.

### 5.5 Operation of Company Vehicles

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

An employee must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCD while driving will be solely responsible for all liabilities that result from such actions. Texting and emailing while driving are prohibited in all circumstances.

### 5.6 Personal Telephone Calls / Cell Phone Use

There are times when an employee must take care of personal business during working hours. However, personal telephone calls and texting must be kept to a minimum, because these interruptions clearly distract from the efficient operation of business. Abuse of telephone privileges can result in disciplinary action.

Personal cell phones must be turned off in production areas. If you work in a production area, or in an area where you are unable to be reached, the receptionist or your supervisor will take a message and deliver it to you. Every effort will be made to assist an employee receiving an emergency call.

If you are driving a vehicle (personal or Company) on Company business, you MUST use a hands-free device while using your cell phone.  Calls made while using hands-free devices should be made only when necessary and kept as brief as possible.  If use of a hands-free device is not possible, you are required to pull off of the road to a safe area before using your cell phone.  It is unlawful for any motor vehicle operator to text message while driving.

Employees who travel for business are obligated to learn and comply with any laws restricting cellular phone use while driving in the states where they travel. Compliance with all local, state, and federal laws is required.  Employees will be solely responsible for traffic violations, personal injury and property damage resulting from the use of their phone while driving and/or are subject to disciplinary action including termination. In the event **COMPANY NAME** is deemed legally responsible to a third party, the employee will reimburse **COMPANY NAME** for any and all fines, damages, judgments, attorneys’ fees, and costs incurred as a result.

### 5.7 Reference Requests

Inquiries regarding current or former employees should always be directed to the Human Resources Department. If you have questions about this policy, please refer to your supervisor.

### 5.8 Company Communications Policy

Telephones and computers, including email and internet access are provided for Company business use, and excessive personal use of these devices is prohibited.  **COMPANY NAME** owns the computers, software, and phones making up the voice mail, email, internet systems, network systems and other computing resources (“Company Devices”) and permits employees to use them in performance of their duties for the Company.  It is prohibited for users to install software products on their Company Devices without approval from the IT Director and their manager.

Company Devices are intended to be used for business purposes, but if used within reasonable limits, they can be for informal and personal uses.  However, communication through Company Devices is subject to monitoring by the Company, and the use of discriminatory, hostile, suggestive, or otherwise inappropriate language is strictly prohibited. The display or transmission of any kind of sexually explicit image or document on or through any Company Device is a violation of our policy on sexual harassment and is prohibited. Also, sexually explicit material may not be archived, stored, distributed, edited or recorded using any Company Device. All other existing Company policies also apply to conduct on Company Devices.

**COMPANY NAME** uses software and data to identify inappropriate or sexually explicit internet sites. We may block access from within our networks to all such sites of which we are aware. If you accidently connect to a site that contains sexually explicit or offensive material, you must disconnect from that site immediately, regardless of whether that site was previously deemed acceptable by our screening or rating program.

Use of Company Devices in violation of **COMPANY NAME’s** policy on solicitation and distribution of literature is also strictly prohibited.  While the Company does not intend to patrol every communication through email/voicemail/internet, employees have no right or expectation of privacy when using these resources.  Additionally, as Company records, all email, voicemail and internet records are subject to disclosure to law enforcement or government officials.

Please remember that our Company's positive reputation is critical to supporting our mission and strategic objectives.

* Employee use of social media during work hours shall be limited to business purposes only.
* As with all other communications, employees shall conduct themselves in a professional manner when using such forums. Harassment, bullying, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, from home, and on home computers. In sum, respectful communication is still a requirement for the wellbeing of all parties.
* Disclosure of trade secrets and other proprietary information is prohibited.
* Public expression of opinion in conflict with the Company's formal equal employment policy may be conducive to a hostile work environment and is thus prohibited.

**COMPANY NAME** may, at its option, monitor internal and external sources to identify inappropriate use. Employees responsible for posting disparaging material or for other misuse will be subject to discipline, up to and including termination.

**COMPANY NAME** reserves the right to take legal action if necessary.

Violation of this policy will be considered grounds for disciplinary action, up to and including discharge.

Nothing in this policy should be construed to prohibit any form of Section 7 activity under the National Labor Relations Act and nothing herein is intended to prevent, deter, or interfere with employees in the exercise of any employee rights under the National Labor Relations Act. Additionally, this policy will not be interpreted or applied in a way that would interfere with any whistleblower protections under federal or state law.

### 5.9 Personnel Files/Address or Personal Status Changes

It is important that the Human Resource Director and your supervisor have your correct home address and telephone number at all times. You should report any changes to the Human Resource Director and your supervisor immediately.

If your personal status, such as your marital status, should change or if you have an addition to your family and you need to change your insurance and/or tax elections, you should notify the Human Resource Director.

**COMPANY NAME** maintains personnel files on each employee. These files contain documentation regarding all aspects of your tenure with the Company, such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of recommendation. Current employees may review their personnel file on an annual basis. You may / may not make photocopies of documents contained in your file. If you are interested in reviewing your file, contact the Human Resources Department to schedule an appointment.

### 5.10 Confidential Information

As a condition of employment, **COMPANY NAME** employees are required to protect the confidentiality of Company proprietary information, and confidential commercially sensitive information (collectively referred to as “Confidential Information”). The following is a non-exhaustive list of Confidential Information: all information relating to the Company’s or its customers’, contractors’, suppliers’, vendors’, or partners’ financial or sales records/reports; marketing strategies/plans; price lists; business strategies/plans; products and product development; customer, client, membership or donor lists; trademarks and other intellectual property; contracts; personnel and customer information; or other information that the Company considers Confidential Information. If you have any questions about whether some information or document is considered by the Company to be Confidential Information, please contact your supervisor. Access to this information should be limited to a "need to know" basis and must not be used for personal benefit, disclosed, or released without prior written authorization from management. If you have information that leads you to suspect that employees or competitors are obtaining such information, you are required to inform your supervisor. Violation of this policy may result in disciplinary action up to and including termination.

### 5.11 Conflict of Interest

Due to the nature of our business, we ask that you not perform services in any manner for anyone whose business is the same as, similar to, or otherwise competitive with, the Company. Likewise, we ask that you do not engage in any after-hours businesses or business practices that would conflict with your time or interests with our Company.

### 5.12 Business Gifts

It is the policy of **COMPANY NAME** that business gifts are not to be used to influence suppliers or customers in any business transactions. Business gifts are permissible only when they are used as a symbol of goodwill or appreciation, or in the interest of public affairs. For more information on this policy, contact your supervisor.

### 5.13 Care of Company Equipment

The equipment, machinery, materials, supplies, and vehicles provided by **COMPANY NAME** represent a substantial investment. You are expected to use proper care when using Company property and equipment. If you lose, break or damage any property or equipment, you must report it to your supervisor immediately. Conserving equipment, materials, and time creates a savings that helps our Company keep a competitive price edge, which in turn helps the Company remain profitable. When the Company profits, you also profit.

### 5.14 Solicitation and Distribution of Literature on Company Premises

To maintain efficient and safe operations and to encourage employees to give their full attention to their jobs, **COMPANY NAME** must limit solicitation and distribution of literature on Company premises. Please help us to insure this by refraining from the following:

* Distribution of literature by employees in work areas on Company property
* Distribution of literature by employees during working time in non-work areas on Company property, which in any way interferes with work
* Solicitation by employees on Company property during working time, which in any way interferes with work
* Solicitation and/or distribution of literature by non-employees on Company property

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

### 5.15 Arrests and Convictions Policy

Employees arrested or convicted of a crime for any reason, other than a traffic citation such as a speeding ticket (unless driving a company vehicle), must notify **COMPANY NAME** within 24 hours. In accordance with legal requirements, the Company will conduct an individualized assessment to determine whether the employee will be disqualified from employment, using the following factors:

* The nature and gravity of the offense or conduct;
* The time that has passed since the offense, conduct and/or completion of the sentence; and
* The nature of the job held.

In all cases, **COMPANY NAME** reserves the right to:

* Assign the employee to different responsibilities or department,
* Suspend the employee with or without pay, or
* Terminate the employee.

### 5.16 Harassment/Sexual Harassment

*Policy Against Workplace Harassment*

It is **COMPANY NAME’s** goal to maintain a pleasant, professional, and productive work environment. As such, **COMPANY NAME** has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's race, color, religion, national origin, age, sex, gender identity or expression, sexual orientation, disability, veteran status, genetic information, or any other class protected by state or local law. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

*Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

* Unwelcome requests for sexual favors;
* Lewd or derogatory comments or jokes;
* Comments regarding sexual behavior or the body of another;
* Sexual innuendo and other vocal activity such as catcalls or whistles;
* Obscene letters, notes, emails, invitations, photographs, cartoons, articles, computer programs, internet web sites, or other written or pictorial materials of a sexual nature;
* Repeated requests for dates after being informed that interest is unwelcome;
* Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Organization or any government agency;
* Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
* Any unwanted physical touching or assaults, or blocking or impeding movements.

*Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's race, color, religion, national origin, age, disability, veteran status, genetic information, or any other class protected by state or local law.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

* The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
* Joking and teasing that relate to the above protected categories;
* Singling out an individual for abusive conduct based on his or her protected categories, as listed above;
* Computer programs or internet websites that denigrate, insult, offend, or ridicule based on one of the above protected categories;
* Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
* A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

*Reporting Harassment*

If you feel you have witnessed or have been harassed in any way, immediately report the incident to your supervisor or any member of management. If your complaint of harassment is against your immediate supervisor, you should report this harassment to the next level of supervision (please refer to the Complaint Procedure in your handbook).

It is your right and responsibility to report any form of harassment without fear of reprisal. Because problems related to harassment may be of a personal nature, and because you may be reluctant to discuss a situation with your supervisor, feel free to contact the Human Resource Director.

Supervisors are required to immediately report all conduct they believe may violate this policy, whether they directly observe this conduct, or it is reported to them by an employee or another individual, directly to the Director of Human Resources or any member of management above their level.

**COMPANY NAME’s** policy is to investigate all harassment complaints thoroughly and promptly. To the fullest extent practicable, the Company will keep complaints, investigative records, and the results of the investigation confidential. If an investigation confirms that harassment has occurred, the Company will take corrective action, including appropriate discipline, up to and including termination to effectively end the harassment.

**Retaliation against any employee who, based on a reasonable belief, reports an incident of alleged offensive workplace behavior or who participates in an investigation will not be tolerated**.

Any type of harassment, whether engaged in by fellow employees, or by non-employees, with whom the employee comes in contact in the course of their employment, violates this policy and will not be tolerated, this includes harassment that may occur off the Company premises.

### 5.17 Weapons Policy

Our Company strictly prohibits weapons of any type on Company property and at any Company-sponsored event. This includes visible and concealed weapons, even those for which the proper permits have been obtained. While this list is not all-inclusive, weapons include firearms, knives with a blade longer than four inches, any explosive materials, or any other objects that could be used to harass, intimidate, or injure another individual or that the Company in its sole discretion considers dangerous or a threat to employee safety. Violators of this policy will be subject to disciplinary action up to and including termination.

### 5.18 Threats and Violence Policy

Our policy is to strive to maintain a work environment that is free from intimidation, threats or violent acts. This includes, but is not limited to, intimidating, threatening or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons of any kind onto Company property, or any other act, which, in the Company’s sole discretion, is inappropriate to the workplace. In addition, jokes or offensive comments regarding violent events will not be tolerated and may result in disciplinary action up to and including termination.

Employees who feel they have been subjected to any of the behaviors listed above or who in any way feel intimidated, threatened or subjected to a violent act should immediately report the incident to their supervisor or to Human Resources. Complaints will be promptly investigated, and appropriate action will be taken. Any employee determined to have violated this policy will be subject to disciplinary action up to and including termination. Nonemployees engaged in violent acts on the Company’s premises will be reported to the proper authorities and fully prosecuted.

The Company reserves the right to conduct searches and inspections of employees, their personal effects or Company provided materials such as lockers, desks, files, computers, packages and vehicles without notice. Any employee who refuses to submit to a search or is found in possession of prohibited articles will be subject to disciplinary action up to and including termination.

### 5.19 Alcohol and Drug Policy

**COMPANY NAME** is committed to providing a safe work environment for you and all employees. To provide this environment, the Company expressly prohibits the use, possession, manufacture, or distribution of illegal or unauthorized substances, including alcohol, in the workplace.

**COMPANY NAME** holds periodic social events for employees. Be advised that your attendance at these events may be voluntary and not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a manager prior to the event. Limited use of alcoholic beverages may be allowed during such Company sponsored events which are designated and approved by the President of the Company. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a ride share company or appoint a designated driver.

Prospective employees are required to submit to and pass a drug test prior to employment. Applicants who refuse to consent to a drug test will no longer be considered for employment with the Company. Certain positions, such as those requiring a commercial driver’s license, may be subject to drug and alcohol testing policies and procedures as imposed by the federal government.

Employees involved in an on-the-job accident may be subject to post-accident drug screening.

Employees may be asked to submit to a drug screening for reasonable suspicion, which suspicion will generally, but not always, be based on observations made by the employee’s supervisor and the Human Resources Manager. Examples of observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol include:

* Odors (smell of alcohol);
* Movements (unsteady, dizzy);
* Eyes (dilated, constricted or watery eyes, or involuntary eye movements);
* Face (flushed, sweating, confused);
* Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).

In addition to pre-employment, post-accident and reasonable suspicion, the Company reserves the right to conduct random testing.

Employees who refuse to submit to a drug/alcohol test will be subject to disciplinary action up to and including termination. Employees who have a positive drug test will be subject to disciplinary action up to and including termination. Employees who try to alter the results of a drug test will be terminated.

The Company reserves the right to search personal belongings and work areas to determine if alcohol or drugs are present on Company property. Refusal to submit to a search can result in removal from the property and disciplinary action up to and including termination.

### 5.20 Smoking Policy

Our Company has been designated as “smoke-free.”  This means that we do not permit smoking anywhere on the Company premises. This includes electronic cigarettes or other electronic smoking devices, cigars, pipes, chewing tobacco, and any other tobacco products.  Use of tobacco is permitted outside our facilities and in the parking lot.  Please deposit your cigarette butts in the proper receptacles before you enter the building. Employees must observe all smoking rules when visiting client or customer sites.

### 5.21 Outside Employment

**COMPANY NAME** recognizes that employees sometimes seek additional employment during their off hours. **COMPANY NAME** asks these employees to remember that, despite any outside employment, their position with **COMPANY NAME** is their primary responsibility. All employees holding outside employment must inform their supervisor of the nature of the work and the hours when they work. If an employee’s supervisor determines that the outside employment interferes with the employee’s performance or creates an actual or apparent conflict of interest, the employee can be asked to terminate the outside employment.

**COMPANY NAME** does not consider outside employment to be an excuse for poor job performance, tardiness, absenteeism, or refusal to work overtime.

If you are on an approved leave of absence (medical or personal) from **COMPANY NAME**, you are not to continue or accept outside employment during this time.

### 5.22 Dress Code

Appropriate dress is a critical issue because it makes an impression on the people who come in contact with **COMPANY NAME**. Employees are required to dress in appropriate business/business casual/casual attire and to behave in a professional, businesslike manner.

* [Appropriate business attire includes suits, ties, dress shirts, dress pants, blazers, skirts, blouses, and appropriate dress shoes.
* Appropriate business casual attire includes collared shirts, sweaters, skirts, dresses, blouses, dress pants, khakis, and appropriate dress shoes or loafers.
* Appropriate casual attire includes denim, khakis, capris, dresses, skirts, t-shirts (no writing or pictures), polo shirts, and appropriate casual shoes including athletic shoes.]

For employees not meeting with customers, casual attire is acceptable on Fridays. Clothing should be neat and clean at all times.

Inappropriate attire at all times includes sweatpants, spandex, tight-fitting or revealing clothing, backless tops or dresses, midriff tops, tank tops, halter tops, mini-skirts, hats.

Visible piercings are limited to two in each ear lobe. No visible undergarments.

Tattoos should be covered at all times.

***OR***

Tattoos bigger than a quarter must be covered when meeting with customers.

Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and **COMPANY NAME**. When in doubt, don’t wear it. If you have questions about what is appropriate, see your supervisor or the Human Resources Department.

**COMPANY NAME** recognizes the importance of individually held religious beliefs to persons within its workforce. **COMPANY NAME** will reasonably accommodate a staff member’s religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the Human Resources Department.

### 5.23 Resignation

You may voluntarily terminate your employment by submitting your resignation in writing to your supervisor. We ask that you give the Company a two-week notice when resigning your employment. If you do not offer to work a two-week notice, the Company will not pay you for any unused, but accrued, vacation time. Depending upon the circumstances related to your resignation, the Company has the right to reduce or waive the two-week notice. If this occurs, you will/will not be paid for the unworked notice period. After resigning employment, you will receive your final paycheck, and any unused vacation pay, on the next regularly scheduled payday.

### 5.24 Exit Interview

Should you choose to leave **COMPANY NAME**, an exit interview provides the opportunity for you to discuss your problems, feelings, and attitudes about the Company, your supervisor, fellow employees, and your pay and benefits.

If circumstances permit, employees who leave **COMPANY NAME** will be asked to participate in an exit interview with the Human Resource Director.

# RECEIPT OF EMPLOYEE HANDBOOK

I have received a copy of **COMPANY NAME** employee handbook. I acknowledge that I am required to read and abide by the policies included in this employee handbook.

Because the information in this employee handbook is necessarily subject to change as situations warrant, I understand that changes in policies may supersede, revise, or eliminate policies in this employee handbook. I further understand that the handbook does not guarantee me any specific policies, procedures, rules, or length of employment. All references to policies and procedures are only discretionary guidelines.

Nothing in this handbook is to be construed as a contract of employment. No one, other than the Chief Executive Officer of the Company, has the authority to initiate a contract with an employee, and all contracts will be in writing.

I acknowledge that my employment with **COMPANY NAME** is on an “At-Will” basis, and the Company or I may terminate the employment relationship at any time.

This employee handbook is not intended as an exhaustive compilation of the Company’s expectations, but rather it provides information on certain policies and benefits which are currently in effect. These policies may be modified or supplemented, as part of our continuous effort to improve operations and to make **COMPANY NAME** a better place to work.

As of its issue date, this employee handbook replaces all previously distributed editions. Any policy contained in any previous employee handbook which does not appear in this edition, or is different from the information provided in this edition, is invalid.

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Employee Name

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Employee Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date Signed