EMPLOYEE HANDBOOK

[Company Logo]

MASTER VERSION

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# INTRODUCTION

Welcome to Cool Touch Graphics, LLC (“Cool Touch”). At Cool Touch, we recognize that the success of our organization is dependent upon the quality and dedication of our people. We believe that our employees are our most valuable asset and we strive to treat each employee with respect and to promote their professional development.

In furtherance of these principles we will strive to:

▪ select, train and promote employees based on their performance and abilities and will not discriminate on the basis of race, sex, [sexual orientation], age, color, national origin, religion, disability or Veteran’s status or other protected status;

▪ apply and enforce our personnel policies and procedures in a fair and consistent manner;

▪ maintain competitive wages, good working conditions and reasonable hours of work;

▪ provide opportunities for each employee’s professional development by providing training, guidance and careful evaluation of each employee’s performance.

As a member of the team you are expected to contribute to the best of your ability to help us reach the highest level of customer service and satisfaction. We value your opinion and welcome your comments and suggestions about ways that our work can be completed in a more efficient and effective manner.

This handbook will give you general information on policies and benefits which are in effect at this time and which will help you realize your potential with the Company. This handbook is not a contract of employment and is not intended to state all of the conditions of employment, nor all of the principles which will govern you in the performance of your duties. The policies and benefits are necessarily described in condensed form and they may be changed at any time.

Please read this Handbook carefully and keep it as a reference guide. If this Handbook fails to answer any important questions, ask [your supervisor/other title] for clarification.

PART ONE

# GENERAL EMPLOYMENT INFORMATION

## Equal Employment Opportunity

This company is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment on the basis of an individual’s race, color, religion, creed, sex, [optional: sexual orientation], national origin, age, disability, marital status, veteran status or any other status protected by applicable law. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

[Note: Sexual orientation is a protected characteristic in some states, cities and municipalities; it may be included as a separate item if preferred; otherwise it is included within “other characteristics as provided by law, where applicable.]

The company makes reasonable accommodations for qualified individuals with disabilities as required by law. Employees who would like to request a reasonable accommodation should contact [name/position/title].

## At-Will Employment

Your employment with Cool Touch is at-will unless you have a written employment agreement with Cool Touch which provides otherwise. Nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook supersedes any and all prior handbooks, written documents (with the exception of written employment agreements) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

### [Americans with Disabilities Act (ADA)]

(Include if Company has 15 or more employees)

The Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodations for individuals with disabilities, unless it would cause undue hardship to [Company Name]. A reasonable accommodation may include changes in the work environment or in the way a job is performed that enables a person with a disability to enjoy equal employment opportunities. If you require an accommodation, you must inform your Supervisor that there is a need for an adjustment or change at work for a reason related to a disability. We will respond promptly and to the best of our ability to accommodate the needs of all employees with disabilities.

## Immigration Law Compliance

We are required by law to verify the eligible employment status of all new employees. To comply we must determine that any new employee meets the terms of the Immigration Reform and Control Act of 1986. As a condition of employment all new hires or rehired employees must properly complete, sign and date the first section of the Immigration and Naturalization Service Form I-9. The form must be completed and on file before you are allowed to start work. [Optional: Add E-Verify provision for companies required to participate in the E-Verify Program (i.e. government contractors with contracts >$5,000)]

### Employment Applications

[Company Name] relies upon the accuracy of information contained in the employment application, as well as the accuracy of resumes or other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion from further consideration for employment. Employees who have falsified information on their employment applications may be subject to discipline, which could include termination.

### [Background/Reference Checks]

(Include if Company is required to conduct background checks by law or if the Company has certain high risk positions (handling money, handling sensitive information) and prefers to conduct background checks on some or all employees.)

[Note: Some states have restrictions on background checks and the Company should seek guidance for each state in which it has employees before conducting background checks.]

[Company Name] may conduct reference and background checks on [all/certain] new [and current] employees [depending upon their position with the Company]. Employees who are required to submit to such background checks, including criminal and credit history reports, must sign consent forms as required by the Company.

## Definition of Employment Status

When you read this Employee Handbook, you will see terms like “regular full time employee.” In order to help you understand what is meant by these terms, we have provided the following definitions. These terms may be used individually, or in combination with each other. If you have any questions about the meaning of any of these, your [supervisor/other title] will answer these questions for you.

[Include Applicable Categories]

* Full-time Regular Employees *--* Employees hired to work a workweek of [forty (40)] hours or more on a regular basis. Your position may require a regular schedule of more than [40] hours a week. Full-time regular employees may be "exempt" or "nonexempt" as defined below. These employees will be eligible for benefits (such as [medical, dental, vision, life insurance], etc.) as well as Paid Time Off and Holiday pay.

[Note: Less than 40 hours may be established as full-time. Under the Affordable Care Act, 30 hours will be considered full-time; however, that provision has not been implemented at this time. Eligibility for insurance benefits is determined by the individual benefit plans, which must be consulted in drafting the handbook benefit eligibility requirements.]

* Reduced Regular Employees– Hourly employees hired to work a normal, reduced workweek of [thirty (30) to thirty-nine (39)] hours on a regular basis. Your position may occasionally require more than [39] hours a week. [Add, if applicable: These employees will be eligible for benefits (such as medical, dental, vision, life insurance, etc.) as well as Paid Time Off and Holiday pay.] Reduced Regular Employee status is only available to nonexempt employees.

[Note: This is an optional category. The range of hours may be changed. If this category is used, different hourly requirements can be set. Eligibility for insurance benefits is determined by the individual benefit plans, which must be consulted in drafting the handbook benefit eligibility requirements.]

* Part-time Regular Employees– Employees hired to work fewer than [thirty (30)] hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below. These employees [will/will not] be eligible for benefits (such as medical, dental, vision, life insurance, etc.) and [will/will not] be eligible for Paid Time Off or Holiday pay.]

[Note: This is an optional category. If this category is used, different hourly requirements can be set. Eligibility for insurance benefits is determined by the individual benefit plans, which must be consulted in drafting the handbook benefit eligibility requirements.]

* Introductory Employees– Introductory employees are those with fewer than 90 days of service or who have worked 90 days but who have had their introductory status extended. Introductory employees [are/are not] eligible for [some] Company benefits. Introductory employees are evaluated at or near the end of their first 90 days of service, at which time a decision will be made to continue their service as a regular employee, to extend their introductory period, or to terminate their employment. Successful completion of the introductory period does not guarantee continued employment and does not alter an employee’s at-will employment status.
* Temporary Employees– Employees engaged to work full time or part time with the understanding that their employment will typically be terminated upon completion of a specific project or assignment. Temporary employees will not be eligible for benefits (such as medical, dental, vision, life insurance, etc.) and will not be eligible for Paid Time Off or Holiday pay. A temporary employee may be offered and may accept a new temporary assignment, including consecutive temporary assignments, and still retain temporary status. Temporary employees may be "exempt" or "nonexempt" as defined below. Individuals contracted from temporary employment agencies for specific assignments are considered employees of the respective agency and are not considered employees of [Company Name]. Temporary agency employees are paid by the respective agency and are not Company employees and are not eligible for Company benefits.]

[Note: Temporary employees have been held to be “joint employees” of the staffing companies placing them and companies where they are placed in some jurisdictions. Consult with your attorney for specific requirements if you engage temporary employees.]

Each regular and temporary employee will further be classified as either exempt or non-exempt.

* Nonexempt Employees− Employees who are required to be paid at least minimum wage and overtime at the federal, state or local prescribed wage rate, whichever is higher. Nonexempt employees may be paid hourly or salary and are required to complete and provide accurate records of their hours worked.

* **Exempt Employees**– Employees who are not eligible for overtime and in some cases also not subject to minimum wage regulations, in accordance with applicable federal, state and local wage and hour laws. Exempt employees are paid a salary and are expected to work a sufficient number of hours to complete their assigned work duties and responsibilities to meet the goals and client service standards of the Company.

### [New Employee Introductory Period]

The first ninety (90) calendar days of your employment are considered introductory. This period is designed to provide you with an opportunity to become acquainted with your job and with the Company.

In your first days of employment, you will be provided with an overview of your job responsibilities and the Company’s policies, procedures and benefits. Your supervisor will spend time with you to ensure that you are aware of your job responsibilities during the first weeks of employment. During the 90 day period, your supervisor will conduct an evaluation of your progress. The purpose of this evaluation is to provide you and your supervisor with an opportunity to discuss your progress to assure that you understand your job responsibilities. After 90 days, or at any time within the introductory period at the Company’s discretion, you will either be reclassified to regular employee status or your employment with the Company will end. In special circumstances, an extension of the introductory period may be warranted.

## Personnel Records

You are responsible for ensuring that all information regarding your name, address, telephone number(s), withholding instructions, dependents, insurance beneficiaries and emergency contacts, is up to date. Employees must promptly notify [position/title] of any changes of information. Failure to do so could result in the loss of benefits or missed emergency notifications.

## Employment References

All employment verification or reference requests on current or former employees are to be referred to [position/title]. [Company Name] personnel are not authorized to respond to reference requests or provide references on current or former employees without express permission from [position/title]. [Company Name] normally releases only last title and dates of employment.

Requests for employment verification for credit or mortgage purposes should be referred to [position/title]. Certain information will be provided only if the employee has signed a release.

### [Employment of Relatives]

It is the policy of the Company not to employ members of an employee’s immediate family as regular employees. For the purposes of this policy, the immediate family is defined to include the employee’s spouse, parents, parents-in-law, step-parents, siblings, step-siblings, siblings-in-law, or children.

#### [Alternate: Employment of Relatives]

[Company Name] allows the employment of relatives; however, to avoid issues of favoritism or conflicts employees may not have a direct or indirect reporting relationship or be in a position regarding hiring, work assignments, discipline, compensation or evaluations, with a spouse, partner, blood relative or relative by marriage.

In the event you become a spouse, partner, or relative by marriage with another employee after you begin employment, you must disclose this relationship to your supervisor. The company reserves the right to take action to avoid actual, potential or perceived conflicts of interest or issues of favoritism from such relationships, which may include a transfer or reassignment, or if transfer or reassignment is not possible, separation from employment for either or both employees.

## Hours of Work

Your supervisor will establish your specific hours of work. Your hours will be based on the Company’s need to provide our customers with the most convenient and efficient service possible. From time to time your supervisor may ask you to deviate from your normal hours of work, which may include overtime. You are expected to be at work during your scheduled hours and any requested overtime, unless prior arrangements have been made through [your supervisor/other title].

#### [Alternate: Hours of Work]

Regular work hours are [8:00 a.m. to 5:00 p.m.], with a one-hour lunch break [Optional: and [2] [10] minute breaks per day]. All non-exempt employees are expected to take their scheduled meal break. Shortening or eliminating the lunch break in order to shorten the workday or to cause overtime is not allowed on a regular basis, and must be approved by [your supervisor/other title] in advance. You are expected to be at work during your scheduled hours unless prior arrangements have been made through [your supervisor/other title]. All employees will notify their Supervisor of any exceptions to their normal work schedule. From time to time, you may be asked to deviate from your normal hours of work, which may include overtime. You are expected to comply with such requests, unless you are exempted under other provisions of this handbook.

### [Flexible Work Arrangements]

Standard work schedules for nonexempt employees occur within [Company Name]’s normal hours of operation. [Company Name] gives employees the opportunity to request defined non-standard work schedules to meet their individual needs. These schedules are referred to as Alternate Work Arrangements.

[Supervisors/other title] on a case-by-case basis will consider Alternate Work Arrangements, subject to approval by [Title]. If it is determined by the [supervisor/other title] that an Alternate Work Arrangement might be feasible, the employee must complete an Alternate Work Arrangement Agreement. If approved by the [supervisor/other title] and [Title], the signed document will be retained in the employee’s personnel file. Alternate work arrangements may not be feasible within some departments or for certain positions within a department and application for such arrangement is not a guarantee that it will be granted.

If an Alternate Work Arrangement is granted, [Company Name] has the right to cancel, suspend, or modify an employee's Alternate Work Arrangement privilege at any time, for any reason. An Alternate Work Arrangement is not a contract of employment and employment under any such arrangement remains at-will. Daily and weekly work schedules, including Alternate Work Arrangements, can be modified at the Company’s discretion to meet changing business conditions, including but not limited to the Company’s need for employees to work overtime.

## Performance/Salary Reviews

[We believe in the merit pay philosophy. This philosophy is based on the premise that employees should be rewarded based on their efforts.] You will generally have one performance/salary review per year. Additional salary reviews may be authorized for employees in case of promotion, transfer, or other changes in employment status. Annual pay increases are not guaranteed, however, and are subject to Company performance, among other factors.

## Promotions [Optional: and Transfers]

It is the policy of the Company to promote from within wherever applicable. Interested internal candidates for an opening should make their interest known in writing to their supervisor for the open position. [Optional: Transfers within the Company are also possible. As with promotions, interested internal candidates for an opening should make their interest known in writing to the [Title] for the open position.] To be eligible for promotion [or transfer], in addition to meeting the requirements for the new position, employees must be performing at a satisfactory level in their current position. Employees who have received poor performance reviews or who have been disciplined may not be eligible for promotion. In order to insure that all positions are filled in a timely manner and with the best person for the job, the Company reserves the right to solicit outside applicants for any position.

### [Outside Employment]

Non-exempt employees may work for other organizations or companies upon prior written approval of [Title], provided that the duties of the secondary employment do not interfere with job performance at the Company, including the ability to work overtime as requested by the Company, do not constitute a conflict of interest, nor are in competition with [Company Name]’s business. You are required to submit an Outside Employment Request Form prior to accepting other employment and approval of outside employment must be documented in your employee file.

All employees will be judged by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements. If it is determined that an employee’s outside work interferes with performance, safety or the ability to meet the requirements of [Company Name] as they are modified from time to time, the employee may be asked to terminate the outside employment if he/she desires to remain with [Company Name]. Outside employment that constitutes a conflict of interest is prohibited. Employees also may not receive any income or material gain from individuals outside [Company Name] for materials produced or services rendered while performing their jobs with [Company Name] [optional: and you agree to sign the Company’s Confidentiality and Assigment of Intellectual Property Agreement.]

## Separation from Employment

While we hope that your association with the Company will be a long and enjoyable one, we realize that employees sometimes decide to separate from employment with the Company for personal or professional reasons. If you decide to resign, you should notify your supervisor in writing at least two weeks prior to your anticipated last day of work. If your employment is terminated before completion of the year, you [will/will not] be paid for accrued but unused Paid Time Off (“PTO”), as set out below. [If paid: This accrued, but unused balance will be paid upon resignation only if a minimum of a two weeks’ notice is provided and you work as scheduled during the entire two week notice period. If two weeks’ notice is not provided, the balance of PTO owed will be forfeited.

[Note: Some states require payment of accrued vacation and/or leave time, which cannot be forfeited. The Company should seek guidance for each state in which it has has employees in determining whether accrued benefits must be paid upon termination of employment.]

[Optional: Management may conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about the Company. During the exit interview, you can provide insights into areas for improvement for [Company Name] and your specific position.]

The Company does not provide letters of recommendation for former employees. We will confirm position/title and dates of employment in response to inquiries from outside parties. All reference requests must be directed to the President of the Company and no other Company employee is authorized to provide a response to any inquiries about a former employee’s employment.

## Return of Company Property

Any property issued to you by [Company Name], such as software, computer equipment, databases, files, cell phones, chargers, keys, parking passes or credit card(s) must be returned at the time of your termination. You will be responsible for any lost or damaged items. The Company may take action to recoup any replacement costs, and/or seek the return of Company property through appropriate legal recourse. In the event you fail to return Company property, the Company may deduct the value of any Company property that is not returned from your final paycheck.

PART TWO

# PAYROLL AND BENEFITS

## Pay Day

The Company pays its employees on the \_\_\_\_\_\_\_\_\_\_\_ of every month. Each employee’s paycheck will have a statement of earnings summarizing the following:

* Regular hours worked
* Overtime worked
* Gross pay
* Payroll deductions
* Net pay

We reserve the right to alter the pay date based on reasons beyond our control, including pay dates that fall on non-business days and bank holidays. If a pay date falls on a non-business day or a holiday, we reserve the right to issue paychecks on the following non-holiday business day. Deductions will be made to employee paychecks because they are required by law or because the employee requests them. Federal, state, and/or local withholding tax, social security tax and benefit premium contributions are examples of the types of deductions that will be made and the amounts will be shown on the pay stub.

### [Direct Payroll Deposit]

The Company [offers/requires] direct payroll deposit to the financial institution account(s) of your choice. You have the freedom to change your deposit selections at any time.

## Errors in Pay

Employees should review their paystubs each pay period. Every effort is made to avoid errors in your paycheck; however, if you believe an error has been made, contact [position/department]. [Company Name] will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

## Time Records

Employees who are paid on an hourly basis must submit time records on the form provided by their supervisor by [the last day of the pay period] to receive a paycheck on the next scheduled pay date. Failure to submit time records in a timely fashion is grounds for disciplinary action.

#### [Alternate: Time Records]

All employees required to submit a timesheet are responsible for submitting them on a timely and accurate basis. All non-exempt employees are required to submit time sheets with their work time, meal breaks, PTO and Holiday time, in accordance with Company policies. [Exempt employees may be asked to maintain a timesheet in order to accurately allocate project/billing costs.] [Timesheets are to be recorded daily utilizing the Company’s online timekeeping system.] OR [The completed timesheet is to be submitted at the end of each pay period.] Accurately recording time worked is the responsibility of every employee. [Company Name] must keep an accurate record of time worked in order to calculate employee pay and benefits and to comply with applicable laws. Time worked is all the time actually spent on the job performing assigned duties.

It is the employee’s responsibility to verify the accuracy of all time recorded. Your Supervisor may review and note any corrections or modifications made to the time record and will notify you accordingly. If you discover or become aware of an error in your time records, you must notify [your supervisor/the payroll department] immediately. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

If you have questions related to payroll, contact [title/department].

## Overtime

Because of the nature of our work, employees may be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests.

Non-Exempt Employees – If your position is classified as non-exempt, you will be paid time-and-one half for all hours worked over 40 hours in a single work week, unless otherwise required by law. Overtime pay is based on actual hours worked. Time taken for meals and breaks is not included as time worked for purposes of computing overtime. All time taken for lunch, breaks or leaving Company property for personal reasons must be recorded on your time records. Time off on holidays, vacation leave, personal leave, or any leave of absence will not be included in calculating overtime.

Unless specifically directed to work overtime hours, non-exempt employees should begin and end work and take meal breaks at the designated times. If you are non-exempt, you must receive authorization from [your supervisor/other title] before working overtime. You may not elect to work overtime at your own discretion. You are, however, expected to comply with all reasonable requests by your [your supervisor/other title] to work overtime. After you have worked overtime, you must enter it on a timesheet by the end of the next business day.

Exempt Employees – Exempt employees are paid a salary for all hours worked and do not qualify for overtime pay.

Prohibited “Off the Clock” Work

At no time should employees perform work while “off the clock.” All time spent working should be properly recorded. If given a directive to perform work “off the clock,” please promptly notify your supervisor, or if your supervisor has given a directive to work “off the clock” and/or has told you not to properly record all hours worked, notify [the payroll department/other title]. No employee will be penalized in any way for making such a report. Failure to report all time worked is subject to discipline, up to and including termination of employment.

## Group Insurance

In order to provide employees with a measure of financial protection against the high cost of medical care, the Company makes available [health, dental, and long term disability] insurance to all [regular full–time, regular part-time, introductory] employees of the Company. Full details of your insurance benefits are outlined in a separate insurance package which is available from [your supervisor/other title]. Group insurance benefits generally terminate on the last day of the month in which your employment ended. The Company will provide you with information on continuing benefits at your own cost, where applicable.

### [Simple IRA]

The Company offers eligible employees a Simple IRA plan in order to provide employees of the Company and their families with a measure of income security in the event of the employee’s retirement, disability or death. Eligibility is determined by the Simple IRA plan documents. Please see [Title/department] for a copy of the Summary Plan Description.

### [401K]

The Company offers eligible employees a 401K plan in order to provide employees of the Company and their families with a measure of income security in the event of the employee’s retirement, disability or death. Eligibility is determined by the 401K plan documents. Please see [Title/department] for a copy of the Summary Plan Description.

## Observed Holidays

The Company’s paid holidays are observed as follows:

New Year’s Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day and the day following

Christmas Day

[Optional: add or omit any holidays as observed by the Company]

The Company will issue a schedule of holidays and the date on which they will be observed at the beginning of each new calendar year. In the event that any one of these holidays falls on a Saturday or Sunday, they will be observed in accordance with the schedule established by the Company.

[Regular full-time employees, Reduced Regular and Part Time] employees who have completed their 90-day introductory period will be paid for the above holidays if, on the days before and after the holiday, they work as scheduled, are on approved PTO leave, or are absent but have a doctor’s note verifying the illness. [Temporary and Introductory] employees are not eligible for holiday pay. Holidays which occur during an employee’s PTO period will be considered holidays and will not be charged as PTO time. Holiday pay will not be counted as time worked for the purposes of computing overtime.

[Due to the nature of the Company’s business it will occasionally be necessary for employees to work on designated holidays. Staffing on holidays will generally be determined on a voluntary basis and, if required, on the basis of seniority. Non-exempt employees who work on company holidays will be paid for the holiday [at their usual rate, unless the work results in overtime] [at one and a half times their usual rate, regardless of whether the work results in overtime]. Exempt employees will be paid their usual salary.]

#### [Alternate: Observed Holidays]

The Company will issue a schedule of holidays and the date on which they will be observed at the beginning of each new calendar year. Eligibility and compensation for paid holidays will be determined in accordance with the Company Holiday Policy.

### [Personal and Professional Development and Training]

We recognize the importance of our employees' personal and professional development. Training and development can expand an employee’s job skills and assist employees in their long-term professional growth. [Company Name] provides assistance with expenses related to the training and development of our employees when feasible and at management discretion in accordance with the Company’s Professional Development and Training Policy.

## Religious Accommodation

[Company Name] will make reasonable accommodations for an employee's request for time off to observe religious holy days. If you seek time off for religious observation, you must submit a written request to [Title/department] at least one month in advance of the requested leave. You may use PTO or unpaid leave for your absence.

## Paid Time Off

Insert Company PTO or vacation/sick leave policy.

#### [Alternate: Paid Time Off]

Paid Time Off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off. You will accumulate a specified amount of PTO each pay period worked and it is up to you to allocate how you will use it – for vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal business or emergencies. The Company may require you to use any unpaid PTO during disability or family medical leave, or any other leave of absence. The amount of PTO earned will depend on your length of service with the Company. Other Company policies may provide employees paid time off that is in addition to the PTO provided in this policy.

Eligibility

You are eligible to receive PTO if you are a [regular full-time, part-time or introductory] status employee scheduled to work at least [40] hours per week.

Deposits Into Your PTO Account

The amount of PTO you accrue each year is based on your length of service and accrues according to the Accrual Schedule below. PTO is accrued as you work. You will not accrue PTO time while you are on leave of absence or suspension by the Company.

Accrual Schedule for Full Time Employees

Years of Service Hours Accrued Maximum Annual

Accrual (Hours)

[0 – 4] [5.00] hours/pay period [120]

[5 – 14] [6.67] hours/pay period [160]

[15 +] [8.34] hours/pay period [200]

Maximum Time Accumulated

[You may not accumulate PTO from year to year. Any PTO not used at the end of your PTO year is forfeited.]

OR

[You may carry over unused PTO from year to year; however, there is a cap on the amount of PTO time you may accumulate. This encourages you to use your PTO and allows the Company to manage its financial obligations responsibly. Once you reach your cap, you will not accumulate any more PTO until you use some of the time in your account and drop below the cap. After your balance goes below the cap, you will begin accruing PTO again. However, you will not receive retroactive credit for time worked while you were at the cap limit. PTO accrual is capped at your Maximum Annual Accrual plus [40] hours.]

OR

[You may carry over unused PTO from year to year and will be paid any accrued but unused balance upon separation from employment. There is no maximum carryover.]

Termination

[You will be paid for all accrued but unused PTO when you leave the Company, unless terminated for cause.]

OR

[All unused PTO is forfeited upon termination of employment for any reason and you will not be paid for any unused PTO at the time your employment ends.]

[Note: Some states do not permit forfeiture of PTO upon termination for cause.

Management of PTO

You are responsible for managing your PTO account. It is important that you plan ahead for how you will use it. This means developing a plan for taking your vacations, as well as doctor’s appointments and personal business. It also means holding some time in “reserve” for the unexpected, such as emergencies and illnesses.

Minimum Increments of PTO

The minimum amount of PTO you can use at one time depends on whether you are an hourly or salaried employee. If you are an hourly employee, you may not take less than [one] hour off at a time. If you are a salaried employee you must take PTO in increments of not less than [one-half day].

Notice, Scheduling and Approval

You are required to provide your supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your supervisor to prepare for your time off and assure that all staffing needs are met. There may be occasions, such as illness, when you cannot notify your supervisor in advance. In those situations, you must inform your supervisor of your circumstances as soon as possible.

In order to ensure continuity of business operations, supervisors may limit the number of employees to which they grant approved time off at any one time. If more than one employee requests the same period of time off, approval is granted by [employee seniority [if the time period is over three months away]. Approval is granted by the order the request is received if the filing periods is less than three months away]. While you are encouraged to use your PTO, requests for PTO may not exceed [10] consecutive business days.

Compulsory Use of PTO

Some circumstances will mandate that you use PTO. You may not take any unpaid time off if you have accrued PTO. Regardless of reason for absence, if you have PTO available, you must use it for the time you are not at work, unless specifically addressed elsewhere in this policy, or by another company policy. If you appear sick, you may be asked to go home and use your PTO for the time you are away. This is to protect the work force by preventing the spread of sickness to other employees.

Required Documentation for Select Circumstances

Time off must be scheduled in advance whenever possible. Unfortunately, opportunities exist for employees to try to extend planned and approved time off by calling in sick before or after holidays, vacations, etc., as well as by calling in sick multiple days in a row. In the exceptional circumstances that you may need to take PTO for sickness either immediately prior to or immediately following approved time off or holidays, you will be required to provide some form of documentation from a health care provider indicating you were treated for illness. Additionally, if you must take more than three unplanned days off for illness, you will be required to provide some form of documentation from a health care provider indicating you were treated for illness.

Recording Paid Time Off

You must complete an Absence Report for all PTO time used. We are required to track absences for illness, work related illness/injury, or the attendance of school related activities for legal compliance reasons. The amount of PTO accrued, used and available will appear on your paycheck stub.

## Lunch and Breaks

Employees of the Company who regularly work at least six hours in a day are entitled to one (1) hour [paid/unpaid] for lunch. Because of the nature of our business, our customers may need services during normal lunch hours. As a result, the Company must maintain an adequate staffing level during the normal lunch hour. If your desired lunch hour is in conflict with providing timely services to a client, contact your supervisor.

### [Maternity/Parental Leave]

[Company Name] provides parental leave in accordance with state and local family leave laws, [the Family Medical Leave Act (FMLA) (if applicable)][, and the Americans with Disabilities Act (ADA) (if applicable)].

[Company Name]’s policy is to treat women affected by pregnancy, childbirth or related medical conditions in the same manner as other employees unable to work because of their physical condition. Pregnant employees may continue to work until they are certified as unable to work by their physician[, at which time pregnant employees are entitled to receive benefits according to the company’s short term disability insurance plan]. [In addition to any short term disability benefits,] paid leave may be substituted for unpaid maternity leave in accordance with the Company’s PTO [and FMLA] policy[ies].

--OR--

[Company Name] provides paid and/or unpaid [maternity/parental] leave as required by law. [Employees may use accrued PTO for [maternity/parental] leave in accordance with the Company’s PTO policy].

### [Family and Medical Leave Act]

(If Company has more than 50 employees within a 75 mile radius of any company location)

The Family and Medical Leave Act (FMLA) permits eligible employees to take up to twelve (12) weeks of leave per rolling year for the following reasons:

* The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
* To care for a spouse, son, daughter, or parent who has a serious health condition;
* For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
* For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to 26 weeks of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. When leave is needed for planned medical treatment, you must make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the Company’s approval.

If you find that you must be out of work for more than three days, you should contact your [supervisor/other title] to determine if FMLA leave is appropriate or to obtain additional information on and appropriate forms for the Family Medical Leave Act.

Employees contemplating FMLA leave should be aware of the following guidelines:

* [You may, but are not required,] [You are required] to take available PTO during any period of FMLA leave. Once you are qualified for FMLA leave, any accrued paid time off will run concurrently with your FMLA leave (your 12 week or 26 week FMLA period will be counted during any paid leave period). Any paid leave must be taken in accordance with Company policies.
* The Company requires medical certification if you request leave due to your own serious health problem or to care for a seriously ill family member.
* If you are taking Family and Medical Leave under this policy you are eligible to continue coverage under the Company’s existing group health plan [Optional, if applies: , life insurance and disability plan] for the duration of the leave under the same conditions as if you had continued to work.
* [Optional (if Employee pays part of insurance premiums): The Company will continue to make payroll deductions to collect the your share of insurance premiums during any period of FMLA leave for which you are paid using accrued paid time off. While on unpaid FMLA leave, you must continue to make these payments, either in person or by mail. The payment must be received by the [department/position] by the date day of each month. If the payment is more than 30 days late, your insurance coverage may be canceled for the duration of the leave. The Company will provide 15 days' notification prior to any loss of coverage. If the Company maintains coverage, the Company may recover the costs incurred for paying your share of any premiums, whether or not you return to work.]
* Leave may be taken on a continuing or intermittent basis if medically necessary for the serious health condition of you or your family member. If leave is requested on a sporadic schedule or intermittent basis, the Company may require you to transfer temporarily to a different equivalent position to permit the Company to adjust to your alternative schedule.
* When the need for leave is foreseeable (such as for the birth, adoption or placement of a child, or in cases of planned medical treatment), you must notify the Company thirty (30) days in advance of the requested leave. Notice must be given to the [specify position/name] in writing, on forms provided for this purpose. When thirty (30) days advance notice is not practical, notice must be given as soon as possible after you learn of the need for leave. In the event of a medical emergency, your spouse or other family member may contact the Company on your behalf.

Upon return from approved Family and Medical Leave, the Company will normally return you to your previous position or you may be moved to an equivalent position if the previous position is no longer available; provided that the Company may exempt certain key employees from this requirement and you are not entitled to reinstatement, if your employment would have been otherwise terminated for reasons unrelated to your taking FMLA leave.

## Military Leave

The Company will comply with all applicable laws related to military leave. National Guard or Reserve members must notify their supervisor of the date of their obligations as soon as they receive this information. Documentation of service and return date is required for reinstatement.

### [Funeral Leave]

The Company provides all of our regular full-time employees with paid time off in the event of a death in their immediate family. For the purpose of this policy, the employee’s immediate family will be defined to include the employee’s present spouse, parents, children, stepchildren, grandparents, siblings, and present mother and father in-law. [Three] days of leave will be granted upon the death of any family member listed above.

In the event of any other family member or relative not included in the above definition of immediate family, you may, at the discretion of your supervisor, be given time off without pay to attend the funeral. In accordance with the PTO policy, if you have unused PTO, you must use it for the time you are away from work to attend a funeral under this provision.

## Jury Duty

If you are subpoenaed for jury duty, you may take an unpaid leave of absence or use PTO to fulfill that obligation. You must notify your supervisor of your jury summons as soon as it is received and no less than three days before you are scheduled to serve. Your job status and benefits will not be altered as a result of serving jury duty provided you submit proof of service of jury duty (pay stub) upon your return to work. In the case where the Company feels your presence is urgently needed, you may be asked to postpone your service to a future date; however, no adverse employment action will be taken against employees due to their service as a juror in state or federal courts.

#### [Alternate: Jury Duty]

If a regular full-time employee is summoned to jury duty, [Company Name] will continue his/her pay for up to [two (2)] working days of jury service per calendar year. If a full-time regular employee is required to serve more than [two (2)] working days of jury service in a calendar year, he/she will be allowed use PTO or take unpaid leave to complete the jury service. [This is an exception to the policy that PTO must be used prior to taking unpaid time off]. [Company Name] will continue to pay an employee for this extended period of service only as required by law. Employees must notify [title/position] as soon as it is known jury duty will be extended. An employee is also permitted to retain the allowance he/she receives from the court for such service.

To qualify for jury leave, an employee must submit to [title/position] a copy of the summons as soon as it is received. In addition, the employee must also submit to [title/position] a related proof of service when jury duty is completed. No adverse employment action will be taken against employees due to their service as a juror in state or federal courts.

### Witness Leave

All employees are allowed to use PTO or unpaid time off if summoned to appear in court as a witness. This is an exception to the policy that PTO must be used prior to taking unpaid time off. To qualify for unpaid witness duty leave, an employee must submit to [title/position] a copy of the summons as soon as it is received. In addition, the employee must also submit to [title/position] a related proof of service when the period of witness duty is completed. No adverse employment action will be taken against employees due to their service as a witness in state or federal courts.

## Voting

[Company Name] encourages employees to fulfill their civic responsibilities by participating in local, state or national elections. Employees should attempt to vote before arriving for work or after leaving work. Employees who cannot reach their polling place outside of work hours should coordinate with their direct Supervisor to arrange for modification of their schedule to vote if needed. [Company Name] has the right to specify the hours during which the employee may take off work to vote. Employees must notify their manager at least two working days in advance to arrange a mutually agreeable time. Evidence of voter registration and voting may be required. Any time away from work to vote that an employee does not make up during the same week is unpaid time.

### [Workers’ Compensation]

(Include if 5 or more employees; or 1 or more employees in construction business)

If you should become injured on the job, you may be eligible for Workers’ Compensation benefits provided that you immediately report the incident to [title/position]. Failure to immediately report a work related injury (no matter how minor) may disqualify you for benefits. A report of injury form must be completed. Additionally, you must explicitly follow all instructions provided to you by medical personnel, the Company, and the Workers’ Comp insurance carrier. This includes the initial diagnosis, ongoing treatment and any other aspects of recommended medical care. If you fail to correctly follow the instructions, the Company’s responsibility to pay for associated expenses may be limited.

An employee who is injured while under the influence of alcohol or non-prescribed drugs may be subject to a reduction or forfeiture of benefits.

### [Parking]

The Company pays for certain employee parking. You will be given information on company paid parking during orientation.]

PART THREE

# EMPLOYEE RESPONSIBILITIES AND CONDUCT

## Harassment Prohibition

[Company Name] prohibits harassment based on race, color, sex, [sexual orientation], age, national origin, religion, sexual orientation, mental or physical disability, and veteran status. The Company will not tolerate any conduct which constitutes harassment of any employee or any individual working at or conducting business with the Company by any person, including co-workers, supervisors, customers, or any non-employee working at or conducting business with the Company.

Harassment includes verbal, physical or visual conduct based on race, color, sex, age, national origin, religion, sexual orientation, mental or physical disability, or veteran status that creates an intimidating, offensive, or hostile work environment or that unreasonably interferes with job performance. Harassment may also include unwelcome, offensive slurs, jokes or other similar conduct. Sexual harassment also includes any request or demand for sexual favors that is implicitly or expressly a condition of employment, continued employment, or considered in employment decisions such as promotion, performance evaluations, pay adjustments, discipline, work assignments, etc.

Complaint Procedure

1. Reporting Violations. Employees are encouraged to report any incident of harassment by any [Company Name] employee or any other person. Employees should report incidents promptly to their supervisor or to [title/position] to ensure proper handling. If an employee is uncomfortable reporting an incident to the designated individuals for any reason, they should report the incident to [alternate title/position]. Supervisors who receive complaints, observe or become aware of possible harassment must immediately report the matter to the [title/position] to ensure proper handling. Failure to do so may result in discipline, up to and including discharge.
2. Investigating Complaints. Every complaint or report of harassment will be investigated thoroughly and promptly. For any complaint where the Company deems it appropriate, an investigator who is not an employee of the Company may conduct the investigation. Although absolute confidentiality cannot be guaranteed, all complaints will be handled as confidentially as possible and only those persons with a need to know will be informed of the investigation findings. The investigation findings will be documented. The complaining employee will be kept advised of the progress of the investigation and of the investigator’s findings and conclusions.
3. Discipline. If the investigation determines that harassment by a [Company Name] employee occurred, the Company will take appropriate remedial action for the circumstances, which may involve discipline. Disciplinary action for a violation of this policy can range from a written warning up to and including discharge, depending upon the circumstances. With regard to acts of harassment by non-employees, remedial action within the ability of the Company will be taken.
4. Retaliation Prohibited. The Company will not tolerate any form of retaliation against any employee for making a complaint about harassment, reporting a possible incident of harassment or cooperating in the investigation of a complaint. Employees who make complaints in bad faith or who fail to provide truthful or complete information in the course of a complaint or investigation are subject to discipline.

Duties of Employees and Supervisors

All employees of [Company Name], both management and non-management, are responsible for assuring that a workplace free of harassment or sexual harassment is maintained. Any employee may file a harassment complaint regarding incidents experienced personally or incidents observed in the workplace. [Company Name] strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All [Company Name] supervisors are expected to adhere to [Company Name]'s Anti-Harassment Policy. Supervisors' evaluations may include an assessment of their efforts in following and enforcing this policy.

All supervisors are responsible for doing all they can to prevent and discourage harassment or sexual harassment from occurring. If a complaint of harassment or sexual harassment is raised, the individual to whom the complaint is made (i.e., supervisor) should act promptly to notify [position/name] of the complaint so that an investigation can occur. Failure to follow this policy is grounds for discipline up to and including termination.

Attendance

You have been hired because a specific need for your services exists within our organization. When you are not at work, for whatever reason, this need is not being met. For this reason, it is important that you report to work as scheduled. Employees who are unnecessarily and/or repeatedly tardy or absent will be disciplined, up to and including discharge.

Absence

There are times when absence is unavoidable. If you need to be absent from work for whatever reason, you should notify your supervisor by the beginning of your shift. Failure to so notify the supervisor, except under the most extenuating circumstances, will result in disciplinary action. If you need to leave the worksite during your shift, you must first obtain permission from your immediate Supervisor. Depending on the nature of the department, there may be different reporting guidelines for absence or tardiness.

Whenever possible, leave of any kind, including PTO, unpaid time off, jury duty, military leave, funeral leave, worker’s compensation leave, must be approved in advance by the employee’s immediate supervisor. Wherever possible, the employee must request approval of leave thirty (30) days in advance of the requested leave. Request for leave must be made to the employee’s supervisor in writing. In case of emergency, requests may be made verbally by the employee (or the employee’s spouse or designee if the employee is physically unable to make the request).

In the following situations, where absence is not pre-approved, employees must present satisfactory evidence in writing from a medical practitioner to return to work:

* Employees who are absent for three (3) days or more;
* Employees who are absent immediately before or after funeral leave, PTO, or a weekend or holiday on which they were not scheduled to work;
* Employees who are absent on a weekend or holiday on which they are scheduled to work.

You must provide satisfactory evidence in writing from a medical practitioner that you are physically able to resume job duties. You may also be rescheduled for another weekend or holiday shift.

No Call No Show is grounds for termination of employment. In addition, if you are absent from work for two or more consecutive workdays and fail to contact your supervisor, we will consider you have abandoned your job and your employment will be terminated.

Tardiness

You are expected to report to work on time ready to perform as scheduled. An employee who reports for work more than five (5) minutes after the regular scheduled start time is considered tardy. Repeated tardiness is grounds for discipline up to and including termination.

[Optional: Staff Meetings]

Staff meetings will be held as directed by Management and will generally be held during regular work hours. These meetings allow the Company to inform employees of recent company activities, changes in Company policies and practices, and to recognize employee achievements. Employees are expected to attend all scheduled staff meetings.

Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt Company operations. The decision to close the office will be made by management of the Company. When the decision is made to close the office, employees will receive official notification from their supervisor. Time off from scheduled work due to emergency closings will be [paid/unpaid] time for non-exempt employees. [If unpaid: Non-exempt employees with unused PTO may use PTO for time off for emergency closings.]

[Optional, if Company bills clients based on time:]

### Customer billing

All time keeping and billing information for client services must be recorded on a timely basis according to the instructions of your supervisor. Failure to record billing information in a timely fashion is the basis for discipline, up to and including termination of employment.

If you make an error when submitting time keeping or billing information, you should report this to your supervisor immediately, who will assist you in following the proper procedures for correcting the error.

## Document Retention

Company records are important assets. Company records include essentially all records that are produced by you or any other employee, whether paper or electronic. A record may be as simple as a memorandum, letter, e-mail, a contract, or something not as obvious, such as a computerized desk calendar, an appointment book, meeting minutes or an expense record.

The law requires the Company to maintain certain types of Company records, usually for a specified period of time. Failure to retain those records for those minimum periods could subject you and the Company to penalties and fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place the Company in contempt of court, or seriously disadvantage the Company in litigation.

All employees of the Company should fully comply with the Company’s records retention or destruction policies and schedules, provided that all employees should note the following general exception to any stated destruction schedule: If you believe, or the Company informs you, that Company records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until the Company’s legal counsel determines the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records. If you believe that exception may apply, or have any question regarding the possible applicability of that exception, please contact your legal counsel.

If you have any questions about the Company’s document retention or destruction policies and procedures, please contact [title/position].

## Professional Code of Conduct

The Company has established certain rules of conduct that are designed to safeguard the best interests of our customers and employees. You are expected at all times to conduct yourself in a professional and respectful manner, reflecting the high level of professionalism and service characteristic of the Company.

The Company expects all its employees to observe “common sense” rules of professionalism, honesty, and good conduct. The following are examples of some, but not all of the rules which govern employee conduct. Violation of these rules will lead to disciplinary action, based on the circumstances of the individual case. The Company reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including but not limited to verbal and written warnings, reassignment, suspension with or without pay, and discharge.

[The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which corrective action would be appropriate, [your supervisor/other title] will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee’s previous record. The Company reserves the right to determine the appropriate level of discipline for any inappropriate conduct.]

Employees are prohibited from the following:

* Failure to perform assigned duties in a satisfactory manner.
* Engaging in conduct that is detrimental to the development of a cooperative “team” work environment or otherwise disrupting the workplace.
* Violation of Company policies or procedures.
* The use of profanity, use of abusive or threatening language, unnecessary shouting, unreasonable disruption of the workplace, or other unprofessional behavior.
* Unnecessary and/or repeated tardiness or absenteeism.
* Unauthorized absence from work area during scheduled work hours.
* Failure to obtain advance approval for personal time off.
* Dishonesty.
* Insubordination.
* Excessive use of Company telephones for personal business and/or excessive use of personal cell phone during working time.
* Use of Company supplies or premises for personal reasons without proper authorization.
* Inappropriate or unnecessary disclosure of confidential information.
* Acting in a rude or disrespectful manner to customers, employees, vendors or visitors.
* Threatening, intimidating, or coercing any employee on or off the job.
* Immoral, illegal, inappropriate, or indecent conduct, including violations of the Company’s harassment policy.
* Reading newspapers, magazines, or books or playing cards during working time and gambling on Company property.
* Sleeping on the job.
* Horseplay, fighting or throwing objects on Company property at any time.
* Theft or unauthorized removal from the premises of Company property, customer property or other employee property.
* Defacement of Company property or premises.
* Wearing or carrying weapons of any type on Company premises.
* Providing or offering products and/or services in competition with the Company.
* Using or being under the influence of intoxicating beverages or illegal or non-prescribed prescription drugs on Company premises or vehicles or while conducting Company business or any other violation of the Drug Free Workplace policy.
* Failure to comply with Company safety rules and regulations.
* Failure to report any damage done to Company property.
* Failure to immediately report accidents or work-related injuries as required.
* Any other actions not specifically listed which a normally prudent employee would recognize as improper or which have been otherwise communicated to employees in any manner.

#### [Alternate: Professional Code of Conduct]

(With detailed steps in discipline process)

As a team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, , or that might be viewed unfavorably by current or potential clients or by the public at large. Employee conduct reflects on . Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that considers inappropriate include, but are not limited to, the following:

* Falsifying employment or other records;
* Violating ’s Anti-Harassment Policy;
* Violating state, federal or local laws and regulations;
* Violating security or safety rules or failing to observe safety rules or safety practices; failing to wear required safety equipment; tampering with ’s equipment or safety equipment;
* Soliciting gratuities from clients;
* Exhibiting excessive or unexcused absenteeism or tardiness;
* Leaving the worksite without first obtain permission from your immediate Supervisor;
* Unlawful possession of firearms, weapons or explosives on property;
* Using property and supplies, particularly for personal purposes in an excessive, unnecessary or unauthorized way;
* Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on property or when representing ; fighting or provoking a fight on property, or negligent damage of property;
* Reporting to work under the influence of drugs or alcohol, and/or illegally manufacturing, possessing, using, selling, distributing or transporting drugs;
* Committing theft or unauthorized possession of property or the property of fellow employees; possessing or removing any property, including documents, from the premises without prior permission from management; using equipment or property for personal reasons without proper authorization;
* Using equipment for personal profit;
* Giving confidential or proprietary information to competitors or other organizations, or to unauthorized employees;
* Working for a competing business while an employee of ; breaching confidentiality of personnel information;
* Using obscene, abusive or threatening language or gestures;
* Acting in an insubordinate manner;
* Spreading malicious gossip and/or rumors;
* Engaging in behavior which creates discord and lack of harmony;
* Interfering with another employee on the job;
* Restricting work output or encouraging others to do the same;
* Loitering during working hours;
* Soliciting during working hours and/or in work areas;
* Selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on premises;
* Posting, removing or altering notices on any bulletin board on property without the permission of an officer of or in violation of procedures related to same;
* Smoking in restricted areas or at non-designated times, in accordance with policy.

Should an employee’s performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other policies, rules or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant. Where appropriate and as circumstances may dictate, Supervisors may follow a process of progressive employee discipline. Examples of employee discipline include:

Verbal Counseling - A "verbal counseling" is a verbal communication to an employee that his/her conduct is unacceptable, and that repeated or continued failure to conform conduct or performance to standards will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.

Written Counseling - A “written counseling" describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee's personnel file.

Suspension – Suspension of the employee's employment with or without pay may, at the sole discretion of , be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform his/her conduct or performance to the standards of his/her position, or for a single serious offense. A record of the suspension generally will be retained in the employee's personnel file.

Termination - If an employee fails to conform his/her conduct or performance to the standards required by , may, in its sole discretion, terminate the employee's employment.

Notwithstanding the potential for less severe discipline before termination, [Company Name] reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, terminate an employee without prior discipline or without following a particular order of discipline.]

### [Optional: Use of Personal Vehicles]

As a condition of your employment, you may be required to use your personal vehicle for Company business. You may alternatively be provided a Company vehicle for use in performing your duties. In keeping with state law, all employees must wear seatbelts and obey all traffic rules and other laws while on Company business in their personal vehicles or while in a Company vehicle. Company policy expressly forbids employees from carrying passengers (other than Company employees), in their personal vehicle or in a Company vehicle while on Company business, except with the express prior permission of their supervisor. [Employees must provide certification of liability coverage for their personal automobiles in minimum amounts of $100,000 per person/$300,000 per occurrence, except as otherwise approved by the President of the Company.]

[Employees who use their personal vehicles for Company business will be reimbursed at the IRS approved travel reimbursement rate. Requests for mileage reimbursement should be submitted on an approved expense report form within 30 days.]

#### [Alternate: Use of Personal Vehicles]

As a condition of your employment, you may be required to use your personal vehicle for Company business. Employees will receive a mileage allowance for the use of their personal vehicle. You may alternatively be provided a Company vehicle for use in performing your duties.

In keeping with state law, all employees must wear seatbelts and obey all traffic rules and other laws while on Company business in their personal vehicles or while in a Company vehicle. Employees are expected to operate company or personal vehicles in a safe manner at all times while on Company business. Employees may not use cell phones or other electronic devices to read, write or send electronic messages or make or receive telephone calls while they are operating a vehicle on Company business. Any employee driving a company vehicle, or driving a personal vehicle for company business is personally responsible for moving and parking violation fines.

Company policy expressly forbids employees from carrying passengers (other than Company employees and clients), in their personal vehicle or in a Company vehicle while on Company business, except with the express prior permission of their Supervisor or [title/position]. Employees using their personal vehicles for Company business must provide certification of liability coverage for their personal automobiles in minimum amounts of $100,000 per person/$300,000 per occurrence, except as otherwise approved by the Executive Management Team.

If an employee is involved in a traffic accident involving a company vehicle, or while using a personal vehicle for company business, the following procedure should be followed:

* Determine the extent of the accident and whether anyone is hurt
* Never state that you are at fault, regardless of the circumstances.
* Always get the other motorist’s name, driver’s license number, vehicle license number, home address, make and year of vehicle and insurance company and policy number.
* You should provide insurance company and policy number information to the other motorist, if asked.
* No matter how small the accident, contact your supervisor immediately, or as soon as possible. In no event should such report be made later than 24 hours after the accident.

## Ethics

Employees are expected to act ethically, honestly, and with the highest standard of personal integrity at all times in the performance of their job responsibilities. Employees must comply fully with federal, state and local laws and regulations governing our operations, and must conduct their business affairs according to the highest legal and ethical standards. Violation of this policy may subject an employee to discipline, up to and including immediate termination.

You are to report any actual or potential violations of applicable laws or regulations and any unethical, dishonest or improper conduct to [your supervisor/other title]. Failure to report violations may subject you and/or the company to liability. If you are uncertain as to the applicability of a law or this policy to your work, you are responsible for seeking guidance from [your supervisor/other title]. No reprisal or detrimental action of any kind will be taken against an employee who reports a violation of law or of this policy.

## Conflicts of Interest

To maintain our excellent reputation, the Company wants to avoid any and all actual or potential conflicts of interest as well as any perceived conflicts of interest. If you believe that you may have a bias based on a personal, professional or economic relationship which could affect the Company financially or competitively, you must inform management in writing of such a condition. A copy of this information will be maintained in your personnel file.

### [Optional: Gifts and Favors]

No employee will solicit or accept for personal use, or for the use of others, any gift, favor, loan, reward, promise of future employment, or any other thing of monetary value that might influence, or appear to influence, the judgment or conduct of the employee in the performance of their job.

Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value under $100, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss any exceptions to this amount with [your supervisor/other title].

Employees are not to give, offer or promise directly or indirectly anything of value to any representative of a client, a potential client, a vendor or potential vendor, financial institution or potential financial institution with whom [Company Name] has or may have a business relationship without approval of the [title/position].

### [Optional: Fraternization]

Supervisors and employees under their supervision are strongly discouraged from forming romantic or sexual relationships. Such relationships can create the impression of impropriety in terms and conditions of employment and can interfere with productivity and the overall work environment. In the event of such a relationship, both parties must notify management. Appropriate action, which may include a transfer or reassignment, leave of absence, suspension or separation from employment, may be taken for violation of this policy.

In the event that two employees not in a supervisor/employee capacity become involved in an ongoing personal relationship, the employees must disclose that information in writing to their supervisor. The Company reserves the right to take action in order to avoid actual, potential, or perceived conflicts of interest, including the appearance of impropriety and potential for harassment. Such action may include reassignment, transfer or even separation from employment for one or both of the involved individuals.

### [Optional: Helping the Team]

As employees of [Company Name], you have the opportunity to contribute to our future success and growth by submitting suggestions for solving a problem, improving operations or procedures, enhancing our services, reducing costs or making a better place to work. Submit suggestions directly to your Supervisor, the management team, or place in the Suggestion Box in the [main office].

## Personal Appearance and Grooming

As employees of [Company Name], you are expected to present yourself in a professional and business-like manner at all times. The professional attire at [Company Name] is [business/business casual] attire. We expect employees to dress appropriately, including use of personal protective equipment as appropriate. Please contribute to a positive work environment by maintaining high standards of neatness, grooming and personal hygiene. Also, please keep in mind that some individuals may be allergic to such things as perfumes, colognes and lotions. If you use such items, please use them in moderation and with consideration for those around you.

#### [Alternate: Personal Appearance and Grooming]

Your personal appearance contributes to the image that our customers have of our organization. The Company expects all employees to dress in a manner that is consistent with our image of professional competence, integrity and stability, which are necessary to earn our customers’ trust. In order to insure this, all employees will be required to dress in a manner that will project an appropriate image.

Company management will resolve all questions regarding what dress is appropriate. In cases where employees dress in a manner not consistent with this policy, they will be required to go home to change into attire that is more appropriate. In order to assist you in determining what attire may be considered appropriate, the following guidelines have been established:

▪ A well-dressed, neat and clean appearance including good oral and body hygiene is expected at all times. The excessive smell of smoke on clothing is to be avoided.

▪ Normal business environment attire as well as business casual is generally acceptable. [Blue jeans/denim are not permitted except as authorized in advance by your supervisor].

▪ [Employees are expected to wear the work shirts/uniforms provided by the Company for that particular time of the year. It is the employee’s responsibility to maintain Company provided shirts/uniforms in a clean, pressed, and professional looking manner.]

▪ Generally speaking, clothing that reveals bare shoulders, backs and midsections are not acceptable attire. If you would wear it at the beach or working in the yard, it should not be worn at work.

▪ Visible tattoos and piercings must not be excessive in size or number.  Tattoos that are extremist, indecent, or otherwise offensive or objectionable are not acceptable.  The Company reserves the right to determine the appropriateness of tattoos and piercings based on the level of the employee’s customer contact as well as the content and placement of the tattoo and/or piercing.]

## Confidentiality of Company Information

You are required to keep confidential certain [Company Name]-related information you may acquire or become aware of through working at [Company Name]. [All employees are required to sign the Company’s Confidentiality and Non-Solicitation Agreement as a condition of employment.] Every employee is expected to refrain from disclosing information, which they know to be confidential to [Company Name]. If you are unclear as to who has access to a given item of information, you should check with your [supervisor/other position] prior to disclosing the information to that individual.

You may not disclose or discuss confidential information with anyone outside [Company Name] without written permission from [title/position]. Materials, documents or other information designated as confidential, proprietary, trade secret, or restricted may be removed from [Company Name]’s premises only with prior permission from the Company.

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

Former employees have a continuing obligation to refrain from disclosing confidential information. This means that upon termination of employment, employees must return any confidential material to [Company Name] and must continue to refrain from disclosing confidential information.

## Confidentiality of Customer Information

In the course of our business, we collect sensitive personal and financial information about our customers. All employees share in the responsibility of safeguarding that information. All employees are expected to comply with the terms of the [Confidentiality and Non-Solicitation Agreement] regarding the confidentiality of customer information.] [All employees are expected to maintain the confidentiality of client information.] If you have questions regarding your confidentiality obligations with regard to customer information, it is your obligation to seek guidance from [your supervisor/other title]. Any infraction concerning confidentiality of customer information is grounds for discipline up to and including termination of employment.

#### [Alternate: Confidentiality of Customer Information]

In the course of our business, we collect sensitive personal and financial information about our customers. All employees share in the responsibility of safeguarding that information. Observing the following guidelines will ensure that we conduct our business with utmost care and regard for privacy.

* Treat all customer information as confidential.
* Discuss customer information with other employees only if they have a need to know that information in order to perform their duties.
* Maintain your work area with an eye toward confidentiality and discretion. Sensitive material left on your desk may be seen by others. Take special care to safeguard important documents and sensitive materials when your department is closed or when you are away from your work station.
* Do not discuss client information with persons not employed by [Company Name] under any circumstances. This restriction includes your family members.
* Do not discuss customer information in public areas such as the reception area or outside the office in nearby stores or restaurants.
* [Remember that the fact of a client’s doing business with the Company may be a sensitive matter. It is therefore improper to comment to people that you saw someone (particularly a client) at the office.]
* Your obligations to keep client matters and the Company’s business confidential do not end when your employment with the Company ends. The Company will pursue all possible legal remedies with regard to former employees who remove or retain Company documents or information or who reveal confidential Company information after leaving the employment of the Company.

Any infraction concerning confidentiality is grounds for discipline up to and including termination of employment.

### [Optional: Media Inquiries]

If you are contacted for information by a representative of the media or the public at large, please direct the person to [title/position] or our website, as appropriate. You are reminded not to provide any information regarding personnel, clients, or other confidential or business sensitive information.

## Electronic Information and Security

All electronic communication and information systems and all communications and information transmitted, received, stored or contained in the Company’s information systems are the property of the Company and are to be used solely for business related purposes. The use of such systems for private purposes is prohibited. Employees using Company equipment for personal purposes do so at their own risk and are subject to discipline.

Employees may not use a password, access a file, or retrieve any stored information or communication, other than as authorized or required by their assigned tasks.

Employees are not permitted to modify, delete, destroy or take any data or programs from any Company computer or information system without the express authorization of the Company, and may do so only for the business purposes of the Company. Violation of this policy is grounds for discipline up to and including termination.

Only approved software may be installed on Company computers for the business purposes of the Company. No third party programs (including screen savers or entertainment-related software) may be installed without prior approval.

To ensure that the use of the Company’s information systems, e-mail, and other electronic communications systems is consistent with the Company’s legitimate business interests, authorized representatives of the Company may from time to time monitor the use of such equipment, review information and messages on such systems, and maintain recordings of such use in the Company’s files.

Guidelines to Information Security

* Information security is everyone’s responsibility.
* Follow proper procedures for accessing systems and acquiring user IDs or passwords.
* All data is private and confidential. Access only the data or systems that are necessary to perform your job.
* Illegal, indecent, or inappropriate material is prohibited.
* Company computer systems are for business purposes only. Internet access should be used only to support a valid business need of the Company. You have no right to privacy with respect to information stored on or transmitted from computers owned by the Company.
* Effective network security systems are integral and vital to the Company’s business. Actions to intentionally circumvent network security without express authorization of the Company is strictly prohibited.
* Only approved software may be installed on Company computers. No third party programs (including screen savers, applications, entertainment-related software and unauthorized business software) may be installed without prior approval.
* Employees will not, unless authorized by personnel with the authority to grant such authorization, attempt to gain access to another employee’s personal communications system and messages. [Company Name], however, reserves the right to access, and may access an employee’s messages and other electronic data at any time, without notice to the employee.
* Employees are not permitted to modify, delete, destroy or take any data or programs from any Company computer or information system without the express authorization of the Company, and may do so only for the business purposes of the Company.

Using E-Mail for Business Communications

* E-mail is not a secure method of communication. There is no assurance that the intended recipient of the e-mail will be the sole recipient of the information.
* When composing e-mail, use the same care and attention you would use when composing a letter or memo to be sent out on Company letterhead.
* All e-mail communication with clients is to be made through the e-mail account provided to you by the Company and is to be sent and received through the Company’s servers.
* Check the “To” and “cc” fields before sending out an e-mail, particularly when sending replies. Be certain that the e-mail is being sent only to those who need the information.
* For sensitive or highly confidential matters, use the telephone or a letter transmitted by conventional methods such as U.S. Mail, Federal Express, etc.
* If the e-mail you send is part of the official correspondence on a transaction, print a copy of the e-mail and include it in the file.
* Never use e-mail to resolve a dispute. At best, “arguments” carried out over e-mail result in misunderstandings that can make a situation worse and, at worst, create permanent written records of inaccurate or inappropriate statements made in haste or anger. In case of any such dispute, contact your supervisor for the appropriate manner of communication.
* All messages created, sent or retrieved over the Internet are the property of [Company Name] and should be considered public information. [Company Name] accesses and monitors all messages and files on the computer system as deemed necessary and appropriate.
* Internet messages are public communication and are not private.
* All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Prohibited Uses of the Internet and E-Mail

Our information systems should never be used for material that is considered by the Company management to be obscene or offensive. The following categories of Internet and e-mail usage are prohibited:

* Obscene or pornographic material;
* Material of a discriminatory or harassing nature;
* Messages with derogatory or inflammatory remarks about an individual’s race, age, disability, religion, national origin, physical attributes, or sexual preference;
* Material containing abusive, profane, or offensive language;
* Solicitation of non-Company business;
* Internet usage for personal gain;
* Copying, transfer, renaming, adding or deleting information or programs belonging to other users except with express permission by the owner;
* Illegal activity; and
* Any usage contrary to the Company’s best interest.

Passwords

While our systems may accommodate the use of passwords for security, the reliability of such for maintaining confidentiality cannot be guaranteed. Never disclose personal or system passwords to anyone other than authorized Company personnel. Employees must provide passwords for all systems, programs and files accessed through Company systems to authorized Company personnel upon the Company’s request.

### [Optional: Use of Company Provided Mobile Device]

(Use if Company provides mobile devices for employee use.)

It is the policy of [Company Name] to provide a mobile communication device to certain employees for business use. Such mobile devices are the property of [Company Name] and their use must be properly documented. Accordingly, these guidelines must be followed when using a mobile device issued by [Company Name].

* Mobile devices will be assigned only to those employees who have a job-related need for them.
* Employees provided with mobile devices for business use will be expected to carry such equipment on their person as directed by their Supervisor.
* [Company Name] may access and monitor electronic communications, including e-mails and text messages, made using issued mobile devices.
* Use of mobile devices is subject to the Use of Communication and Information Systems policy stated in this handbook.
* Employees should take care to password protect and/or encrypt confidential information of the Company or clients stored on or accessible through mobile devices.
* [Company Name] reserves the right to request reimbursement for non-business related charges.

Employees are responsible for lost or stolen mobile devices and must report such losses immediately. Upon termination of employment for any reason, the employee must return the mobile device to immediately.

Safety Issues For Mobile Device Use

[Company Name] values its employees and the safety of other third parties, and accordingly expects employees to put safety first while driving. Whether using a [Company Name] -provided mobile device or personal cell phone, employees are prohibited from using a mobile device or cell phone while driving on Company business, including slow or stopped traffic. Employees are required to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call or receiving or sending a written communication. Employees who are charged with traffic violations resulting from the use of mobile devices while driving will be solely responsible for all liabilities that result from such actions.

Any violation of the above guidelines by an employee will be subject to disciplinary action, up to and including termination of employment.

## Social Media [Can be made a stand alone policy outside Employee Handbook]

At [Company Name], we understand that social media can be a way to connect with family, friends and colleagues around the world. However, use of social media presents certain risks and carries with it certain responsibilities. Because online postings can conflict with the interests of and its customers, we have established these guidelines for appropriate use of social media.

Social media includes all means of communicating or posting content of any sort on the Internet, including to your own or someone else’s website, blog, or social networking web site, web bulletin board or chat room. [Company Name]’s social networking policy includes rules and guidelines for [Company Name]-authorized social networking and personal social networking and applies to all management and staff. The same principles and guidelines found throughout this handbook apply to your activities online.

Ultimately, you are solely responsible for what you post online. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow Employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of [Company Name]or [Company Name]’s legitimate business interests may result in disciplinary action up to and including termination.

Personal Use of Social Media

Carefully read these guidelines, [your Confidentiality and Non-Solicitation Agreement,] and this Employee Handbook and ensure your postings are consistent with these policies.

* [Company Name] may be liable for online activity that uses [Company Name] equipment, a [Company Name] e-mail address or any e-mail address that can be traced back to the Company’s domain. [Company Name] equipment and your [Company Name] e-mail address should be used only to perform job-related activities, which may include professional networking but do not include personal social networking.
* Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your supervisor.
* Do not create a link from your blog, website or other social networking site to a website without identifying yourself as a [Company Name] employee.
* Express only your personal opinions. Unless specifically authorized, never represent yourself as a spokesperson for [Company Name]. If an employee comments on any aspect of the company’s business, they must clearly identify themselves as an employee of the company and include a disclaimer stating that the views expressed are their own and not those of the company, nor of any person or organization affiliated or doing business with [Company Name].
* Employees cannot post on personal blogs or other sites the name, trademark or logo of [Company Name] or any business with a connection to [Company Name]. Employees cannot post company-privileged information, including copyrighted information or company-issued documents.
* Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of [Company Name]. Also, keep in mind that you are more likely to resolve work related issues by speaking directly with your co-workers or by utilizing our open door policy than by posting complaints to a social media outlet.
* You personally, and the company, may be liable for personal posts which affect the [Company Name] workplace. If you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or policy.
* Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated. [Company Name] has an obligation to investigate postings which violate these rules and violations may subject you to disciplinary action up to and including termination.
* Employees are expected to protect the confidentiality of proprietary information and trade secrets. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
* Employees are expected to protect the privacy of clients and employees and are prohibited from identifying or discussing clients and disclosing personal employee and nonemployee information and any other proprietary and non-public information to which employees have access, as set forth in the Company’s [Confidentiality and Non-Solicitation Agreement].
* Internet postings must respect copyright, privacy, fair use, financial disclosure and other applicable laws. Do not post any information or engage in any online activity that violates applicable local, state or federal laws, or professional rules of conduct. Identify all copyrighted or borrowed material with citations and links. When publishing direct or paraphrased quotes, thoughts, ideas, photos or videos, give credit to the original publisher or author.
* Direct all requests for references or recommendations (including requests such as recommendations on LinkedIn) for current or former Company employees to your [supervisor/other position]. Comments, references or recommendations you post about current and former employees can have legal consequences, even if you make the comments personally and not on [Company Name]’s behalf.

[Optional (if employees perform work-related social media activities):

Work-Related Social Media

When social networking, blogging or using other forms of web-based forums, [Company Name] must ensure that use of these communications maintains our brand identity, integrity and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

The following rules and guidelines apply to social media and blogging when authorized by [Company Name] and done on company time. The rules and guidelines apply to all [Company Name]-related websites, blogs and networking sites, including subsidiaries or affiliates.

* Only authorized employees can prepare and modify content for [Company Name]’s website located at www.\_\_\_\_\_\_\_\_\_\_.com, any blog or networking site, or any individual employee page on any such site. Content must be relevant, add value and meet at least one of the specified goals or purposes developed by [Company Name]. If uncertain about any information, material or conversation, discuss the content with [position/title].
* All employees must identify themselves as employees of [Company Name] when posting comments or responses on the Company’s website or any blog or social networking site.
* Any copyrighted information where written reprint information has not been obtained in advance cannot be posted on [Company Name]’s website or any blog or social networking site.

The [Information Technology manager/other title] is responsible for ensuring all website, blogging and social networking information complies with [Company Name]’s written policies. The Company is authorized to remove any content that does not meet the rules and guidelines of this policy or that may be illegal or offensive. Removal of such content will be done without permission of the poster or advance warning. [Company Name] reserves the right to withdraw certain posts, remove inappropriate comments and request that certain subjects be avoided.

Employer Monitoring

Employees are cautioned that they should have no expectation of privacy while using the Internet. Public postings can be reviewed by anyone, including [Company Name]. [Company Name] reserves the right to monitor comments or discussions about the Company, its employees, clients and the industry, including products and competitors, posted on the Internet by anyone, including employees and non-employees. [Company Name] may use blog-search tools and software to monitor public forums such as blogs, personal and business discussion forums, and social networking sites.

Employees are cautioned that they should have no expectation of privacy while using equipment or facilities for any purpose, including authorized blogging. [Company Name] reserves the right to use content management tools to monitor, review or block content on blogs that violate blogging rules and guidelines.

Reporting Violations

[Company Name] requests and strongly urges employees to report any violations or possible or perceived violations to their [supervisor/other position]. [Company Name] prohibits taking negative action against any Employee for reporting a possible violation of this policy or for cooperating in an investigation. Any Employee who retaliates against another Employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Discipline for Violations

[Company Name] investigates and responds to *all* reports ofviolations of thesocial networking policy andother related policies. Violation ofthe Company’s social networking policy may result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any blog or social networking post. [Company Name] reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

Nothing in this social media policy is intended to or will be applied in a manner that limits employees’ rights to engage in protected concerted activity as prescribed by the National Labor Relations Act.

For More Information

If you have any questions relating to this policy or need further guidance, please contact your supervisor [or the Information Technology manager/other title].

## Use of Company Credit Cards

The Company provides credit cards for the use of certain employees in performing their duties on behalf of the Company. Company credit cards are to be used only for Company business purposes and any use for personal purposes is expressly prohibited. All receipts for purchases must be submitted to your supervisor by the end of the next business day following the purchase. Failure to follow this policy is grounds for discipline up to and including termination.

## Fraud, Embezzlement and Misappropriation of Funds

Because of the Company’s responsibilities to our customers, it is important that every employee understands that any instance of employee fraud, embezzlement, misappropriation of funds, forgery, collusion with vendors or other parties, or any other financial irregularities will result in immediate termination of employment. In addition, the Company will notify the proper governmental and law enforcement authorities.

Any employee who suspects that there may be an instance of financial misdealing should contact their [supervisor/other position]. Failure to report such information is grounds for discipline up to and including termination of employment.

## Use of Company Telephones

Our facilities and equipment, including telephones, are in place to be used in the course of our business. Company telephones generally should not be used for personal business. On occasion, situations may arise in which it is necessary to conduct personal business using Company telephones. In such event, the following rules apply regarding telephone use:

* Limited and reasonable use of Company telephones for personal business is permitted provided that it does not interfere with customer care or work duties.
* Use of personal or Company phones for personal purposes during Company time is prohibited.
* Personal long distance calls, collect or toll calls should not be charged to the Company.

[Optional (where phones prohibited in certain areas for safety/security): For [safety/security] reasons, personal cell phones and mobile devices may never be used in \_\_\_\_\_\_\_\_\_ areas. Employees may use their personal cell phone/mobile device during lunch, in non-work areas of the building. Employees should provide the office phone number as an emergency contact number only. If there is a specific situation where an employee must have a personal cell phone/mobile device on to receive an urgent call or communication while in the \_\_\_\_\_\_\_\_\_\_ area, the employee must receive permission in advance from their supervisor.]

## Smoking Policy

Smoking is allowed only in designated areas of Company property and is never permissible within the confines of the building. When smoking in designated areas, please have the courtesy to dispose of cigarettes in an ashtray.

Smoking is prohibited in or around client’s premises, except in designated areas. If you are in doubt concerning the smoking policy at a client’s place of business contact your supervisor. When smoking in designated areas, please have the courtesy to dispose of cigarettes in an ashtray.

## Solicitation and Distribution

The Company does not allow the solicitation of its employees during working time for any purpose. It is also against Company policy for any employee to distribute materials to employees during working time without the express written consent of the [title/position].

#### [Alternate: Solicitation and Distribution]

It is the intent of [Company Name] to maintain a proper business environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

Group meetings for solicitation purposes, distributing literature, circulating petitions in work or sales areas is prohibited unless it is approved by [position/title] as a Company-sponsored event. The following guidelines will apply to all such events:

* Employees will not engage in any solicitation of other employees for any purpose during working hours or in work areas.
* [Company Name]’s facilities may not be used as a meeting place that involves solicitation and/or distribution of literature.
* [In order to maintain good client relations and preserve the professional work environment, employees may not wear any insignia, badge or button or display any insignia, badge or button on their desk or in their work area, excluding professional designation awards.]
* Management will approve and post all information that is displayed on [Company Name]’s bulletin board or make available for review or distribution to employees.
* Trespassing, soliciting or distributing literature by non-employees is prohibited on premises.

## Problem Resolution Procedure

The Company is committed to maintaining good working conditions for its employees. Each employee has a right to express to management, in accordance with procedures set forth below, his/her views concerning Company policies and practices. Each employee also has the right to bring to management’s attention genuine interpersonal disputes between employees that cannot be resolved between the two parties. *The procedures below apply to situations not specifically addressed elsewhere in this Handbook.*

1. Consult the Employee Handbook to see if it offers guidance relating to the question or problem.
2. If possible, address the situation directly with the person involved. The majority of issues can be resolved by simply bringing something to the other party’s attention.
3. If the above steps do not resolve the issues, contact your supervisor to discuss the problem. If for some reason you feel you cannot address the matter with your immediate supervisor, you may discuss it with President of the Company.
4. Your supervisor (or other party to whom you reported the problem) will assess the situation and attempt to reach a satisfactory resolution.
5. If you are not satisfied with the resolution, within three (3) days of being notified of the decision, you may make a written appeal to the President of the Company. If you do not receive a response within fifteen (15) days the appeal is presumed denied and the original resolution stands.

PART FOUR

# WORKPLACE SAFETY

## Building Security

Employees are not allowed on Company property after regular work hours without prior authorization from the Operations Manager of the Company. Employees who are issued key/swipe cards to the office are responsible for their safekeeping and may not allow any other person to use or possess their key/swipe card.

## Visitors

To provide for the safety and security of employees, visitors, and the facilities of [Company Name], only authorized visitors are allowed on Company premises. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. All visitors must enter through the main entrance and sign-in and sign-out at the front desk. Authorized visitors will be escorted to their destination and must be accompanied by an employee at all times.

## Personal Belongings

You are responsible for the safety of your own belongings. Use common sense in securing your purse, wallet, and other valuables.

## Drug Free Workplace

[Company Name] maintains a safe, drug-free workplace to promote the health and productivity of its employees and to maintain high standards of service to our customers. Violations of this policy will not be tolerated. The following guidelines apply to all employees:

* Employees will not report to work with any alcohol, illegal drug or non-prescribed prescription drug in his/her system.
* Employees will not report to work under the influence of any prescribed medication that will in any way affect an employee’s ability to perform his/her duties.
* Employees will not consume or use any alcohol, illegal drug, or non-prescribed prescription drug while at work.
* Employees may not use, possess, sell, manufacture or distribute illegal drugs or prescription drugs not prescribed for the employee at any time.
* No employee will consume or use, report to work with any alcohol in his/her system, except at Company sponsored events when specifically approved by management and only to the extent such use includes staying below applicable legal alcohol limits.

Where appropriate, law enforcement officials will be contacted. Pursuant to state law, violations may also result in a reduction or denial of Workers’ Compensation benefits.

[Optional: This policy does not replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to particular industries.]

## Workplace Safety

In order to try to provide our employees a safe and healthy place in which to work and to project a professional image to our clients, every reasonable effort will be made toward the interest of accident prevention, fire protection and good housekeeping. To do this requires the cooperation of all employees. It is important that all employees recognize and follow good safety principles and maintain a clean and safe work place. No job is so important and no order so urgent that time cannot be taken to perform work safely. Safety consciousness, keeping work areas neat and uncluttered, and a common sense approach to each task will go a long way toward avoiding accidents.

#### [Alternate: Workplace Safety]

It is the intent of [Company Name] to provide a safe and secure workplace for employees, clients, vendors, visitors and others with whom we do business. All employees are responsible for using safe work practices, for following all directives, policies and procedures and for assisting in maintaining a safe and secure workplace. These include but are not limited to:

* Employees will not threaten mental or physical harm to others.
* All employees are required to report any and all threats and/or acts of violence to their immediate Supervisor or to [Alternate member of management] immediately. All employees are responsible for cooperating in the investigation of threats and/or acts of violence in our workplace.
* All employees are held accountable for not breaching security measures or bypassing security devices within our workplace.
* All employees are responsible for reporting any breach of security in our workplace, and making recommendations for improved security.
* [Optional if work involves OSHA regulated activities: Be aware of the material with which you are working. Read the instructions and follow the directions carefully. Review OSHA rules and regulations and carefully follow all requirements. Materials Safety Data Sheets (MSDS) are available for products used. Read them carefully. Use the appropriate protective equipment and use in the manner prescribed.
* Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or where appropriate, to remedy such situations, may be subject to disciplinary action, up to and including termination of employment.
* In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their Supervisor and the Safety Officer. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Our workplace is defined as all owned or leased buildings, use of Company owned or leased vehicles or use of the employee’s vehicles on Company business. The definition is extended to include business conducted at all client’s or business associates’ properties and the course of community activities as a representative for the Company.]

### [Firearms

[Company Name] strictly enforces a no firearm policy on Company property. Violation of this policy is cause for discipline, including immediate termination.]

### [Searches]

In an effort to ensure the safety and welfare of employees and invitees, [Company Name] reserves the right, on reasonable suspicion that [Company Name] policy is being violated, to conduct searches or inspections which includes, but is not limited to, employee’s work area, desks and any other property located on [Company Name] premises or worksites. Entry on [Company Name] premises or worksites constitutes consent to searches or inspections.

## Reporting Safety Concerns

The Company places a high value on the safety of our employees and customers while on Company property. For this reason, the Company requires that all safety hazards, accidents, and injuries existing or occurring on the premises be reported at once to your supervisor. Prompt reporting ensures that the Company will be able to quickly identify and resolve potential safety problems. Failure to report such situations may result in disciplinary action.

##### Acknowledgement of Receipt of Employee Handbook

By my signature below, I acknowledge that I have received my copy of [Company Name]’s Employee Handbook, I have read it, I understand the information contained in it and I agree to abide by the polices contained in it.

I also understand that this handbook is meant to be a source of information. The policies, procedures and benefits set forth are subject to change without advance notice and [Company Name] reserves the right to add to, delete from, change and/or modify the Employee Handbook and any of its provisions without prior notice. In some cases, policies have been summarized. I understand that no handbook can anticipate every circumstance or question about policy and that resolution of policy or employment issues lies within the sole discretion of the management of the Company.

Policies, practices, rules and regulations contained in this handbook do not constitute a contract of employment, nor are they promises for continued employment. No Company representative has the authority to orally bind the Company to any specific contract of employment.

I further understand that, not withstanding any of the provisions of the handbook, I am employed on an at will basis. My employment may be terminated at any time, either by me or the Company for any reason whatsoever. At the time of termination, this handbook is to be returned to the Company.

This handbook contains the only current authorized personnel policies and procedures and renders obsolete any other versions dated prior to your date of signing.

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Employee Signature

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

Employee Name

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

Date

Book Number: \_\_\_\_\_\_\_\_\_