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**EMPLOYEE HANDBOOK**

**October 2023**

**TABLE of CONTENTS**

[Core Policies 5](#_Toc149250920)

[1.0 Welcome 5](#_Toc149250921)

[1.1 A Welcome Policy 5](#_Toc149250922)

[1.2 At-Will Employment 5](#_Toc149250923)

[2.0 Introductory Language and Policies 6](#_Toc149250924)

[2.1 About the Company 6](#_Toc149250925)

[2.2 Company Facilities 6](#_Toc149250926)

[2.3 Ethics Code 7](#_Toc149250927)

[2.4 Revisions to Handbook 7](#_Toc149250928)

[3.0 Hiring and Orientation Policies 7](#_Toc149250929)

[3.1 Accommodations for Pregnant Employees 7](#_Toc149250930)

[3.2 Conflicts of Interest 8](#_Toc149250931)

[3.3 Disability Accommodation 8](#_Toc149250932)

[3.4 Employment Authorization Verification 9](#_Toc149250933)

[3.5 Employment of Relatives and Friends 9](#_Toc149250934)

[3.6 Job Descriptions 9](#_Toc149250935)

[3.7 New Hires and Introductory Periods 9](#_Toc149250936)

[3.8 Religious Accommodation 9](#_Toc149250937)

[3.9 Training Program 10](#_Toc149250938)

[4.0 Wage and Hour Policies 10](#_Toc149250939)

[4.1 Attendance 10](#_Toc149250940)

[4.2 Business Expenses 10](#_Toc149250941)

[4.3 Direct Deposit 11](#_Toc149250942)

[4.4 Employment Classifications 11](#_Toc149250943)

[4.5 Introduction to Wage and Hour Policies 12](#_Toc149250944)

[4.6 Job Abandonment 12](#_Toc149250945)

[4.7 Paycheck Deductions 12](#_Toc149250946)

[4.8 Recording Time 12](#_Toc149250947)

[4.9 Travel Expenses 13](#_Toc149250948)

[4.10 Use of Employer Credit Cards 14](#_Toc149250949)

[5.0 Performance, Discipline, Layoff, and Termination 14](#_Toc149250950)

[5.1 Criminal Activity/Arrests 14](#_Toc149250951)

[5.2 Disciplinary Process 14](#_Toc149250952)

[5.3 Exit Interview 15](#_Toc149250953)

[5.4 Open Door/Conflict Resolution Process 15](#_Toc149250954)

[5.5 Outside Employment 15](#_Toc149250955)

[5.6 Pay Raises 15](#_Toc149250956)

[5.7 Performance Improvement 15](#_Toc149250957)

[5.8 Post-Employment References 16](#_Toc149250958)

[5.9 Promotions 16](#_Toc149250959)

[5.10 Resignation Policy 16](#_Toc149250960)

[5.11 Standards of Conduct 16](#_Toc149250961)

[5.12 Transfers 17](#_Toc149250962)

[5.13 Workforce Reductions (Layoffs) 17](#_Toc149250963)

[6.0 General Policies 17](#_Toc149250964)

[6.1 Computer Security and Copying of Software 17](#_Toc149250965)

[6.2 Employer Sponsored Social Events 18](#_Toc149250966)

[6.3 Employer-Provided Cell Phones/Mobile Devices 18](#_Toc149250967)

[6.4 Non-solicitation/Non-distribution Policy 18](#_Toc149250968)

[6.6 Personal Appearance 19](#_Toc149250969)

[6.7 Personal Cell Phone/Mobile Device Use 19](#_Toc149250970)

[6.8 Personal Data Changes 19](#_Toc149250971)

[6.10 Social Media 19](#_Toc149250972)

[6.11 Third Party Disclosures 20](#_Toc149250973)

[6.12 Use of Company Technology 21](#_Toc149250974)

[6.13 Workplace Privacy and Right to Inspect 22](#_Toc149250975)

[7.0 Benefits 22](#_Toc149250976)

[7.1 Bereavement Leave 22](#_Toc149250977)

[7.2 Holidays 22](#_Toc149250978)

[7.3 Military Leave (USERRA) 22](#_Toc149250979)

[7.4 Paid Time Off (PTO) 22](#_Toc149250980)

[7.8 Workers' Compensation Insurance 24](#_Toc149250981)

[8.0 Safety and Loss Prevention 25](#_Toc149250982)

[8.1 Drug and Alcohol Policy 25](#_Toc149250983)

[8.2 General Safety 25](#_Toc149250984)

[8.4 Workplace Violence 26](#_Toc149250985)

[9.0 Trade Secrets and Inventions 27](#_Toc149250986)

[9.1 Confidentiality and Nondisclosure of Trade Secrets 27](#_Toc149250987)

[9.2 Inventions 27](#_Toc149250988)

[California Policies 28](#_Toc149250989)

[EEO Statement and Non-harassment Policy 28](#_Toc149250990)

[If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify Tammy Dipietro, HR Director, 671.345.4532, tammy.dipietro@briefcase.com, or any member of management. The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination. We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution. When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action. Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation. In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office. 30](#_Toc149250991)

[Wage and Hour Policies 31](#_Toc149250992)

[Accommodations for Nursing Mothers 31](#_Toc149250993)

[Meal and Rest Periods 31](#_Toc149250994)

[One Day Rest in Seven 32](#_Toc149250995)

[Overtime 32](#_Toc149250996)

[Pay Period 32](#_Toc149250997)

[Reporting Time Pay 33](#_Toc149250998)

[Wage Disclosure Protection 33](#_Toc149250999)

[Workday/Workweek 33](#_Toc149251000)

[General Policies 34](#_Toc149251001)

[Access to Personnel and Medical Records Files 34](#_Toc149251002)

[Whistleblower Protections 34](#_Toc149251003)

[Benefits 34](#_Toc149251004)

[Crime Victim Leave 34](#_Toc149251005)

[Disability Insurance 34](#_Toc149251006)

[Jury Duty Leave 35](#_Toc149251007)

[Paid Family Leave Insurance 35](#_Toc149251008)

[Paid Sick Leave (Frontloading Method) 35](#_Toc149251009)

[School Disciplinary Leave 36](#_Toc149251010)

[Voting Leave 37](#_Toc149251011)

[Witness Leave 37](#_Toc149251012)

[Safety and Loss Prevention 37](#_Toc149251013)

[Heat Illness Prevention 37](#_Toc149251014)

[Trade Secrets and Inventions 37](#_Toc149251015)

[Inventions 37](#_Toc149251016)

[Closing Statement 38](#_Toc149251017)

[Acknowledgment of Receipt and Review 39](#_Toc149251018)

Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Briefcase, Inc. will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.  
  
The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.  
  
The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.  
  
Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.  
  
If you have questions about your employment or any provisions in this handbook, contact Claire Morgan.  
  
We wish you success in your employment here at Briefcase, Inc.!  
  
All the best,  
  
Claire Morgan, CEO  
Briefcase, Inc.

1.2 At-Will Employment

Your employment with Briefcase, Inc. is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.  
  
Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the CEO.  
  
If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.  
  
Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 About the Company

At Briefcase Inc., we are committed to redefining the way professionals work and thrive. Our mission is to empower individuals and organizations to achieve their full potential by providing innovative solutions and tools that streamline productivity, enhance collaboration, and simplify daily tasks.

Our core values are at the heart of everything we do:

* Innovation: We embrace creativity and constantly seek new and better ways to solve challenges. We believe in pushing the boundaries of what's possible and staying at the forefront of technology.
* Customer-Centric: Our customers are our top priority. We listen to their needs and feedback to develop products and services that truly make a difference in their lives. Their success is our success.
* Excellence: We take pride in the quality of our work. Every product we deliver is a result of the highest standards, meticulous attention to detail, and a passion for perfection.
* Collaboration: We believe in the power of teamwork. We foster a culture of cooperation, where diverse perspectives are valued, and collective effort is celebrated.
* Sustainability**:** We are committed to responsible business practices and environmental sustainability. We aim to reduce our ecological footprint and contribute to a better world.

Briefcase Inc is dedicated to offering a range of cutting-edge solutions that empower professionals in various industries. Whether it's document management, project collaboration, or communication tools, our products are designed to simplify and enhance the way you work.

We are more than just a technology company; we are a partner in your journey to success. As we continue to grow and evolve, we will remain unwavering in our commitment to delivering value, driving innovation, and putting our customers first.

2.2 Company Facilities

Briefcase Inc. is committed to providing our employees with a comfortable and productive work environment. Our facilities are designed to support your well-being and help you excel in your role. Below is an overview of the facilities and resources available to you:

* **Office Space:** Our modern and well-maintained office spaces are equipped with ergonomic furniture and open floor plans to foster collaboration. Personal workstations are provided for each employee, along with locker facilities for secure storage.
* **Break Areas:** We understand the importance of taking breaks to recharge. We offer designated break areas with comfortable seating, recreational facilities, and kitchenettes stocked with complimentary coffee, tea, and snacks.
* **Conference and Meeting Rooms:** For team meetings, client presentations, and training sessions, we have fully equipped conference and meeting rooms available. You can book these spaces through our online scheduling system.
* **Health and Wellness Facilities:** Your health and well-being are important to us. We provide access to fitness centers, yoga rooms, and wellness programs to help you stay healthy and maintain work-life balance.
* **Restrooms and Showers:** Clean and well-maintained restrooms are available for your convenience. For those who prefer to bike to work or exercise during lunch, shower facilities are provided.
* **IT and Technical Support:** Our IT department is here to assist with any technical issues you may encounter. If you have trouble with your computer or need assistance with software, they're just a phone call or email away.
* **Parking and Transportation:** We offer secure parking facilities for employees who commute by car. For those who use public transportation, our location is easily accessible by bus and metro systems.
* **Security:** Your safety and the protection of our facilities are of utmost importance. We have 24/7 security personnel, surveillance cameras, and access control systems in place.
* **Accessibility:** We are committed to providing a barrier-free environment. Our facilities are designed to be accessible to individuals with disabilities, and we offer accommodations as needed.
* **Environmental Initiatives:** Briefcase Inc. is dedicated to sustainability. We have implemented various environmental initiatives such as [mention initiatives] to reduce our carbon footprint.
* **Emergency Procedures:** To ensure your safety, we have established emergency procedures and evacuation plans. Familiarize yourself with these procedures to be prepared for any situation.

Please remember that while our facilities are here to support your work, we also expect everyone to treat them with respect and care. Help us maintain a clean and pleasant environment for all employees.

If you have any questions or require further information about our facilities, please don't hesitate to reach out to Charles Lee, our Director of facilities.

2.3 Ethics Code

Briefcase, Inc. will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our Managerand employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.  
  
We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).  
  
Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.4 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Briefcase, Inc. policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Accommodations for Pregnant Employees

Briefcase, Inc. will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).  
  
Examples of potential reasonable accommodations include:

* Seating;
* Closer parking;
* Flexible hours;
* Appropriately sized uniforms and safety apparel;
* Additional break time to use the bathroom, eat, and rest;
* Leave or time off to recover from childbirth;
* Limitations on strenuous activities; and
* Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

If you require an accommodation, notify your Managers. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

* The reason you need an accommodation.
* A description of the proposed accommodation.
* How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The Company will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. The Company is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the Company.  
  
If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law.  
  
The Company will comply with state or local laws that provide additional protections beyond the PWFA.  
  
The Company will not retaliate against employees who request or receive an accommodation under this policy.

3.2 Conflicts of Interest

Briefcase, Inc. is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Managers. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.3 Disability Accommodation

Briefcase, Inc. complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.  
  
If you require an accommodation because of your disability, it is your responsibility to notify your Managers. You may be asked to include relevant information such as:

* The reason you need an accommodation.
* A description of the proposed accommodation.
* How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.  
  
The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.  
  
Where state or local law provides greater protections to employees than federal law, the Company will apply the law that provides the greatest benefit to employees.  
  
If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.  
  
The Company will not discriminate or retaliate against employees for requesting an accommodation.

3.4 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Briefcase, Inc. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Managers.  
  
If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

3.5 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Briefcase, Inc. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

3.6 Job Descriptions

Briefcase, Inc. attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Manager.  
  
Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.  
  
If you have any questions regarding your job description or the scope of your duties, please speak with your Manager.

3.7 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Briefcase, Inc. and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will” employment relationship.

3.8 Religious Accommodation

Briefcase, Inc. recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Company will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

*Requesting a Religious Accommodation*

If you need an accommodation because of your religious beliefs or practices, make the request with your Manager. You may be asked to include relevant information such as:

* A description of the proposed accommodation.
* The reason you need the accommodation.
* How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Company will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.  
  
The Company will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

3.9 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Manager.

4.0 Wage and Hour Policies

4.1 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Managers. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.  
  
Briefcase, Inc. reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Business Expenses

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at Briefcase, Inc. ***Approved business expenses*** are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Company procurement processes.

*Business Meetings (Employer-Sponsored Events and Meetings)*

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company employees. The most senior Company individual present is responsible for paying for and reporting all expenses.  
  
The Company will make every effort to have a master account set up for Company-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

*Entertainment*

The Company pays for entertainment expenses only when they clearly benefit the Company, include customers, and are promotional in nature. The most senior individual present is responsible for paying for and reporting all expenses.

*Technical and Training Seminars*

The Company pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your Managers.

*Gifts*

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer. The Company does not reimburse costs over $25 for business gifts.

*Other Expenses*

The Company will pay for postage and telephone expenses that are for business purposes.

*Reporting*

Report approved expenses on the standard expense report form and include a description of the expense (which should include the date, vendor, business purpose, and a list of any attendees/participants) and a copy of the receipt.

4.3 Direct Deposit

Briefcase, Inc. encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask [[appropriate person or department]] for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.  
  
If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

4.4 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

* **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
* **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

* **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 32 hours per workweek, except for approved time off. Full-time employees are eligible for most Company benefits.
* **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 32 hours or less per workweek. Part-time employees are not eligible for most Company benefits.
* **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for most Company benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact the Victoria Lucas (HR Director). These classifications do not alter your employment at-will status.

4.5 Introduction to Wage and Hour Policies

At Briefcase, Inc., pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Managers.

4.6 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of 5 consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Briefcase, Inc.

4.7 Paycheck Deductions

Briefcase, Inc. is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Manager.  
  
The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Manager.  
  
You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.  
  
The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.8 Recording Time

Briefcase, Inc. is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the Company’s timecard’s application. Speak with your Manager for specific instructions.  
  
You must accurately record all your time to ensure you are paid for all hours worked and follow established Company procedures for recording your hours worked. Time must be recorded as follows:

* Immediately before starting your shift.
* Immediately after finishing work, before your meal period.
* Immediately before resuming work, after your meal period.
* Immediately after finishing work.
* Immediately before and after any other time away from work.

Timecards must be submitted at the end of each week through the Company’s timecard’s application for your Manager’s review and approval.  
  
Notify your Manager and the HR Director of any pay discrepancies, unrecorded or mis-recorded work hours.

4.9 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Briefcase, Inc.  
  
Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Briefcase, Inc. business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your Manager has been received.

*Travel Expenses*

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

* Airline tickets.
* Meals and lodging.
* Car rental, bus, taxi, parking.
* Cell phone.
* Laundry and dry cleaning (trips exceeding one week only, unless emergency).
* Business supplies and services.
* Associated gratuities.
* Other expenses necessary to achieve the business purposes.

*Family Members*

The Company will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the CEO.

*Air Travel*

Use economy or tourist class airfares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Company officers should travel together on the same flight.  
  
Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on the Company’s expense management system.

*Hotels*

Neither in-room movies nor refreshment bars are approved Company expenses.

*Insurance*

The Company does not pay for personal travel insurance for employees.

*Rental Cars*

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

*Personal Vehicles*

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law. Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The CEO must authorize any deviation from this policy.

4.10 Use of Employer Credit Cards

All employees in the possession of a credit card issued by Briefcase, Inc. will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Company vehicle use (gas, oil, etc.) under $100 do not require prior approval. Credit card purchases for vehicle use over $100 and any other business purchases over $25 must receive prior approval from your Managers.  
  
Submit all sales receipts generated by use of the Company credit card monthly to your the Accounting department. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business-related expenses.  
  
Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within 10 days.  
  
Immediately report lost or stolen Company cards to your Managers. Failure to follow this policy may result in disciplinary action up to and including discharge.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Briefcase, Inc. will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.  
  
You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Disciplinary Process

Violation of Briefcase, Inc.'s policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.  
  
In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.3 Exit Interview

You may be asked to participate in an exit interview when you leave Briefcase, Inc. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.4 Open Door/Conflict Resolution Process

Briefcase, Inc. strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Manager and, if necessary, to Human Resources or upper-level management. To help manage conflict resolution we have instituted the following problem solving procedure:  
  
If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Managers. If you have already brought this matter to the attention of your Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper-level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.5 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Briefcase, Inc. is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Managers. Failure to adhere to this policy may result in discipline up to and including termination.

5.6 Pay Raises

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with Briefcase, Inc. profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

5.7 Performance Improvement

Briefcase, Inc. will make efforts to periodically review your work performance. The performance improvement process will take place on a quarterly basis. You may specifically request that your Manager assist you in developing a performance improvement plan at any time.  
  
The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.8 Post-Employment References

Briefcase, Inc. policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation information when permissible by applicable law. Forward any requests for employment verification to Human Resources.

5.9 Promotions

To match you with the job for which you are best suited and to meet the business needs of Briefcase, Inc., you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

5.10 Resignation Policy

Briefcase, Inc. hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

*Notice*

The Company requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to your Managers. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.  
  
The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

*Final Pay*

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.  
  
Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

*Return of Property*

Return all Company property at the time of separation, including cellphones, laptops, and credit cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

5.11 Standards of Conduct

Briefcase, Inc. wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.  
  
While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.  
  
Examples of inappropriate conduct include:

* Violation of the policies and procedures set forth in this handbook.
* Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
* Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
* Inaccurate reporting of the hours worked by you or any other employees.
* Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
* Taking or destroying Company property.
* Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
* Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
* Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
* Refusal or failure to follow directions or to perform a requested or required job task.
* Refusal or failure to follow safety rules and procedures.
* Excessive tardiness or absences.
* Smoking in non-designated areas.
* Working unauthorized overtime.
* Solicitation of fellow employees on Company premises during working hours.
* Failure to dress according to Company policy.
* Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
* Engaging in outside employment that interferes with your ability to perform your job at this Company.
* Gambling on Company premises.
* Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.12 Transfers

Briefcase, Inc. may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.13 Workforce Reductions (Layoffs)

If necessary, based upon business needs, Briefcase, Inc. management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Computer Security and Copying of Software

Software programs purchased and provided by Briefcase, Inc. are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.  
  
All software acquired for or on behalf of the Company or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The Director of Information Systems is responsible for enforcing these guidelines.  
  
You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through Information Systems department.  
  
You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

6.2 Employer Sponsored Social Events

Briefcase, Inc. holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Manager prior to the event.  
  
Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.3 Employer-Provided Cell Phones/Mobile Devices

Briefcase, Inc. may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations.  
  
The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them.You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.  
  
Violation of this policy may result in discipline, up to and including termination of employment.

6.4 Non-solicitation/Non-distribution Policy

Briefcase, Inc. prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our non-solicitation/non-distribution policy aims to ensure a balanced approach to interactions within the workplace.

*Solicitation*

For the purposes of this policy, ***solicitation*** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.  
  
During your assigned working hours, soliciting other employees is prohibited. ***Working hours*** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

*Distribution*

Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Company's equal employment opportunity (EEO) and non-harassment policies, or knowingly spreads false information, is strictly prohibited.

*Statutory Rights and Communication*

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

*Reporting Violations*

If you become aware of violations of this policy, report them to your Manager.

6.6 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Briefcase, Inc. All employees are required to report to work neatly groomed and dressed.   
  
Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.7 Personal Cell Phone/Mobile Device Use

While Briefcase, Inc. permits employees to use personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties.  
  
Use of personal cell phones and mobile devices during work hours can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time. You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.  
  
You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.8 Personal Data Changes

It is your obligation to provide Briefcase, Inc. with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact the Human Resources department.

6.10 Social Media

Briefcase, Inc. acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

* Pose risks to the Company's confidential and proprietary information, reputation, and brand;
* Expose the Company to discrimination, harassment, and other claims; and
* Jeopardize the Company's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the Company's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

*Social Media*

For purposes of this policy, ***social media*** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the Company or not.

*Use Good Judgment*

While the Company respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Company as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

*Guidelines for Posting on Social Media*

When posting:

* Protect trade secrets, intellectual property, and confidential information related to the Company.
* Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
* Do not make express or implied threats of violence.
* Avoid linking personal accounts to the Company as an official source.
* Respect copyright, trademark, and third-party rights.
* Do not use the Company's email addresses to register on social medial platforms for personal use.
* If you identify yourself as an employee of Briefcase, Inc. on your personal account and are posting about the Company, make it clear that your views are your own and that you are not speaking on behalf of the Company.

*Using Social Media at Work*

Do not use social media while on your work time, unless it is work related as authorized by your Manager or consistent with policies that cover equipment owned by the Company.

*Media Contacts*

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to the Human Resources department or the CEO.

*Retaliation*

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

*Violations*

Violations of this policy may result in discipline, up to and including termination.  
  
This policy does not limit employees rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

6.11 Third Party Disclosures

From time to time, Briefcase, Inc. may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.  
  
If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to [[media contact person]]. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the CEO.

6.12 Use of Company Technology

This policy is intended to provide Briefcase, Inc. employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.  
  
This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

* Email systems and accounts.
* Internet and intranet access.
* Telephones and voicemail systems, including wired and mobile phone and smartphones.
* Printers, photocopiers, and scanners.

*General Provisions*

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.  
  
All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.  
  
The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.  
  
The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.  
  
You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.  
  
Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

*Violations*

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

6.13 Workplace Privacy and Right to Inspect

Briefcase, Inc. property, including but not limited to phones, computers and/or tablets remain under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.  
  
You should have no expectation of privacy in any of these areas.

7.0 Benefits

7.1 Bereavement Leave

Briefcase, Inc. recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:  
  
All employees are eligible for 5 days of paid bereavement leave for the death of an immediate family member.

You may use accrued but unused paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.  
  
For purposes of this policy, ***immediate family member*** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.  
  
You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

7.2 Holidays

Briefcase, Inc. offers the following 11 paid holidays each year.  
  
When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.  
  
You will be compensated for holidays in accordance with federal and state law.

7.3 Military Leave (USERRA)

Briefcase, Inc. complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to [[Human Resources or appropriate department]]. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the Human Resources department.

7.4 Paid Time Off (PTO)

Briefcase, Inc. provides employees with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

*Eligibility*

All full-time regular employees are eligible to receive PTO immediately upon hire.

*Deposits Into Your Leave Account*

PTO is calculated according to the calendar year/the fiscal year, which begins on January 1 and ends on December 31.  
  
All eligible employees will accrue 6.66 hours of PTO for every pay cycle worked, up to a maximum accrual of 160 hours.  
  
Once you reach the maximum accrual amount, you will not accrue any additional PTO until you use some of the accrued but unused PTO and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue PTO because you accrued the maximum amount.

*Leave Usage and Requests for Leave*

The Company encourages you to use your PTO time. You are eligible to begin using PTO immediately upon hire.  
  
You must request PTO from your Manager as far in advance as possible, but at least 1 week in advance. The Company will generally grant requests for PTO when possible, taking business needs into consideration. When multiple employees request the same time off, their length of employment may determine priority in scheduling PTO times. You must take PTO in increments of at least 4 hours.

*During a Leave of Absence*

The Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

*Carryover*  
  
Unused PTO can be carried over to the following year. The Company may elect to offer payment for the unused time at the beginning of the following calendar year.

*Separation of Employment*

Upon separation of employment for any reason, you will be paid for earned but unused PTO time.

7.5 Personal Leave of Absence

Briefcase, Inc. recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

*Eligibility*

All regular full-time employees employed for at least 3 months are eligible to apply for an unpaid personal leave of absence.

*Requesting Leave*

Requests for unpaid personal leave must be submitted to your Manager in writing at least 60 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.  
  
Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company.  
  
You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

PTO will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.  
  
If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.  
  
*Benefits While on Leave*  
  
Your Company-provided benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 12 weeks as shown in the benefit plan document. You are responsible for payment of your portion of the insurance premium while on personal leave.  
  
If you are on a personal leave of absence that exceeds 12 weeks as shown in the benefit plan document, or you fail to pay your premium payment in a timely manner, the Company will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

*Extension of Leave*

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 4 weeks in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

*Return to Work*

In advance of your scheduled return date, your Manager and Human Resources will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Company retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

*Failure to Return from Leave*

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

*Alternative Employment*

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

7.8 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Briefcase, Inc., no matter how slightly, you are to report the incident immediately to your Managers. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.  
  
To receive workers' compensation benefits, notify your Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

Briefcase, Inc. is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

*Prohibited Conduct*

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

* The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
* The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
* The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.  
  
Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.  
  
Employer-Sponsored Events  
  
From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

*Violations*

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.2 General Safety

It is the responsibility of all Briefcase, Inc. employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.4 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Briefcase, Inc., we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

*Zero Tolerance Policy*

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.  
  
Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

*Prohibited Conduct*

Prohibited conduct includes, but is not limited to:

* Physically injuring another person.
* Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
* Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
* Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
* Violating a restraining order, order of protection, injunction against harassment, or other court order.

*Reporting Incidents of Violence*

Report to your Manager and Human Resources, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

*Violations*

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

*Retaliation*

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.  
  
If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.  
  
If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Briefcase, Inc. employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.  
  
If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Manager or Human Resources.  
  
Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

9.2 Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Briefcase, Inc., is a "work for hire" and is the property of the Company.  
  
If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and the Company’s President.

California Policies

EEO Statement and Non-harassment Policy

*Equal Opportunity Statement*

Briefcase, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.  
  
The Company will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy. The Company will take appropriate corrective and remedial action, if and where warranted. The Company prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.  
  
We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

*Policy Against Workplace Harassment*

Briefcase, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.  
  
This policy protects all applicants and employees (including Managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

*Harassment*

***Harassment*** means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.  
  
While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

* The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
* Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails, or voicemails, or otherwise circulated in the workplace; and
* A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

*Sexual Harassment*

***Sexual harassment*** means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.  
  
Sexual harassment is generally categorized into the following two types:

* Quid pro quo sexual harassment ("this for that"), which includes:
* Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
* Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
* Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
* Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
* Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
* Leering, obscene or vulgar gestures, or sexual gestures.
* Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
* Impeding or blocking movement, unwelcome touching, or assaulting others.
* Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
* Conduct or comments consistently targeted at one gender, even if the content is not sexual.

*Retaliation*

***Retaliation*** means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

***Adverse employment action*** is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.  
  
Examples of retaliation under this policy include, but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

*Reporting Discrimination, Harassment, and/or Retaliation*

### If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify Tammy Dipietro, HR Director, 671.345.4532, [tammy.dipietro@briefcase.com](mailto:tammy.dipietro@briefcase.com), or any member of management. The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination. We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution. When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action. Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation. In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office.

*Filing of Complaints Outside Company*

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes. **California Civil Rights Department**  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
Voice: 800-884-1684  
TTY: 800-700-2320  
California Relay Service: 711  
Email: contact.center@dfeh.ca.gov  
Main website: <https://www.calcivilrights.ca.gov>  
Online sexual harassment training courses: <https://www.calcivilrights.ca.gov/shpt/> **U.S. Equal Employment Opportunity Commission**  
450 Golden Gate Avenue 5 West  
P.O. Box 36025  
San Francisco, CA 94102-3661  
Phone: 800-669-4000  
Fax: 415-522-3415  
TTY: 800-669-6820  
ASL Video Phone: 844-234-5122<https://www.eeoc.gov/field-office/sanfrancisco/location>

Wage and Hour Policies

Accommodations for Nursing Mothers

Briefcase, Inc. is required by law to provide requesting employees who are nursing mothers with certain accommodations to express milk. Accordingly, the Company will provide nursing mothers with reasonable break time to express milk for their infant child each time the mother has the need to express milk; and

*Break Times*

Regarding break times, employees may use regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

*Retaliation*

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

*Right to File Complaint*

If you feel the Company is not providing you with adequate break time as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.  
  
In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Company to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.  
  
Under certain circumstances, the Company may be relieved of the duty to provide all or some of the above benefits if doing so would impose an undue hardship on the Company.

Meal and Rest Periods

Briefcase, Inc. strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your Managerregarding procedures and schedules for meal and rest periods.  
  
The Company requests that employees observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal or rest period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal or rest period.  
  
Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods.

*Meal Periods*

If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted 30-minute meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work fewer than six hours in a workday, you may mutually agree with your Manager to waive the meal period.  
  
If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted [[30-minute/one-hour]] meal period no later than the end of your tenth hour of work. Depending on your occupation, if you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your Manager to waive the second meal period.  
  
See your Manager for procedures related to requesting to waive a meal period in the above circumstances.

*Rest Periods*

If you are nonexempt, you will also be provided paid, 10-minute rest periods based on total hours worked daily and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of uninterrupted rest time for every four hours of work, or major portion of each four hours worked. Accordingly, if you work:

* Less than three and a half hours, you are not entitled to a rest period.
* Three and a half to six hours, you are entitled to a 10-minute rest period.
* Six to 10 hours, you are entitled to two 10-minute rest periods.
* Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

One Day Rest in Seven

In accordance with California law, nonexempt employees are generally permitted, on average, one day of rest for every seven days of work depending upon scheduling and business needs as well as availability and interest in additional hours of work.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Managers.  
  
At certain times Briefcase, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.  
  
If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

* One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
* Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.  
  
Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

Briefcase, Inc. pays executive, administrative, and professional employees every two weeks on Fridays.

All employees are paid every other week on Friday for the pay period that ends on the previous Friday. If a payday falls on a weekend or holiday, you normally will be paid on the last business day before the weekend or holiday.  
  
If you are paid by commission, refer to your commission agreement.  
  
Review your paycheck for accuracy and report any concerns to your Manager immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

Reporting Time Pay

Briefcase, Inc. provides reporting time pay to nonexempt employees in all circumstances required by applicable law, including when you report to work for your scheduled shift but are asked to work, or are given, less than half of the hours you were scheduled to work. Reporting time pay may also be available for employees who are asked to call in or verify whether they will be required to work through online resources. Reporting time pay will be paid at your regular rate of pay. Reporting time pay for hours not actually worked is not counted for purposes of determining overtime.  
  
Reporting time pay is not provided under certain circumstances, including, but not limited to:

1. When Company operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue.
2. When public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system.
3. When the interruption of work is caused by an "act of God" or other cause outside of the employer's control, such as an earthquake.

Speak with your Manager for more information regarding reporting time pay.

Wage Disclosure Protection

In accordance with California law, Briefcase, Inc. will not:

* Prohibit you from:
  + Disclosing your own wages;
  + Discussing the wages of others; or
  + Inquiring about another's wages.
* Require you to sign a waiver or other document that proposes to deny you the right to disclose the amount of your wages.
* Discharge, formally discipline, or otherwise discriminate or retaliate against you for disclosing the amount of your wages.

However, if you have access to or knowledge of the private compensation information of other employees as a part of your role and essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

* In response to a formal complaint or charge;
* Part of an investigation, proceeding, hearing, or action, including an investigation conducted by the Company; or
* Consistent with the legal duty of the Company to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to Human Resources.  
  
Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

Workday/Workweek

Briefcase, Inc.'s workweek runs from Monday to Friday. The workday begins at 0 AM and ends at 6:00 PM. Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects.

General Policies

Access to Personnel and Medical Records Files

Briefcase, Inc. maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.  
  
Supervisors and others in management may have access to your personnel file for possible employment-related decisions. All employees have the right to inspect and receive a copy of their personnel records. The Company will make such records available for inspection and/or to receive a copy within 30 calendar days of a written request. Payroll records will be made available to inspect or receive a copy within 21 calendar days of a verbal or written request.  
  
All requests by an outside party for information contained in your personnel file will be directed to the [[appropriate department]], which is the only department authorized to give out such information.

Whistleblower Protections

When employees notify a supervisor, manager, or an appropriate government or law enforcement agency that they have reason to believe their employer is violating a state or federal statute or violating or not complying with a state or federal rule or regulation, those employees are protected from retaliation. As such, Briefcase, Inc. has a strict policy that prohibits retaliation against employees who make such reports while employed in any form of employment. The Company also does not permit retaliation against employees who refuse to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.  
  
If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by the Company, we encourage you to report it immediately to your Manager or to the [[President/CEO]]. Alternatively, you may contact the California State Attorney General's Whistleblower Hotline at (800) 952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

Benefits

Crime Victim Leave

Briefcase, Inc. provides employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.  
  
When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.  
  
Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or personal holiday.  
  
The Company will not retaliate against employees who request or take leave in accordance with this policy.

Disability Insurance

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.  
  
To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.  
  
The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.  
  
You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD (www.edd.ca.gov).  
  
Briefcase, Inc. will be notified that you have submitted a disability insurance claim.

Jury Duty Leave

Briefcase, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Managers soon as possible to make scheduling arrangements.  
  
If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO days in place of unpaid leave.  
  
The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.  
  
The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Family Leave Insurance

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

* Bond with a new child (either by birth, adoption, or foster care placement);
* Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
* Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.  
  
PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.  
  
The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

Paid Sick Leave (Frontloading Method)

Briefcase, Inc. provides paid sick leave to all eligible employees in accordance with California's Healthy Workplaces, Healthy Families Act.

*Eligibility*

All employees who have worked in California for at least 30 days within a year after beginning employment are entitled to receive sick leave.

*Reasons for Leave*

Sick leave may be taken for the following reasons:

* The diagnosis, care, or treatment of an existing health condition, or preventive care for you or your family member.
* To seek care, psychological counseling, shelter or support services, safety-related measures, or any relief, including restraining orders, to help ensure your own or your child's health, safety, or welfare if you or your child is a victim of domestic violence, sexual assault, or stalking.

***Family member*** means:

* Your children (including biological, adopted, or foster children, legal wards, children of a domestic partner, or children for whom you stand in loco parentis).
* Your spouse or registered domestic partner.
* Your parents or your spouse's or registered domestic partner's parents (including biological, foster, and stepparents; adoptive parents; legal guardians; or persons who stood in loco parentis when you, or your spouse or domestic partner, was a minor child).
* Your grandparents.
* Your grandchildren.
* Your siblings.
* A person designated by you at the time you request paid sick leave.

*Amount of Leave and Usage*

Eligible employees are provided with 24 hours of paid sick leave at the beginning of each leave year. For the purposes of this policy, the leave year is any consecutive 12-month period (e.g., calendar year). If you started employment after the beginning of the leave year, you will be provided a corresponding amount of paid sick leave as required by law.  
  
You must work 90 days before you can use paid sick leave. Any unused sick leave expires at the end of the leave year and does not carry over to the following leave year.  
  
You may only use 24 hours (three days) of paid sick leave per leave year. Paid sick leave may be taken in no less than two-hour increments.

*Notice*

If your need for leave is foreseeable, you must provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

*Documentation*

The Company may request documentation verifying the appropriate use of leave.

*Payment upon Termination*

You will not be paid for any unused sick leave when your employment ends.

*Reinstatement of Sick Leave upon Rehire*

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within one year.

*Interaction with Other Leave*

Sick leave will run concurrently with other types of leave where permitted under applicable law.

*Retaliation*

The Company will not retaliate against employees who request or take leave in accordance with this policy.

School Disciplinary Leave

Briefcase, Inc. will provide eligible employees with unpaid leave, where permitted by law, to appear at their child's school if the child has been suspended and, for reasons specified in the California Education Code, they have been requested to attend a portion of a school day in the classroom of their child or ward.

*Eligibility*

All employees who are the parent or guardian of a student are eligible for school disciplinary leave.

*Notice*

You must provide documentation from the school of your need to take school disciplinary leave.

*Retaliation*

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Briefcase, Inc. will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Managers, consistent with applicable legal requirements.

Witness Leave

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give Briefcase, Inc. reasonable advance notice.

Safety and Loss Prevention

Heat Illness Prevention

Briefcase, Inc. is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working outside. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work outdoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness.  
  
This policy ensures that employees working outdoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided shaded areas whenever they feel the need to protect themselves from overheating.

Trade Secrets and Inventions

Inventions

As necessary, employees will receive a separate notification outlining the ownership of any inventions created by them.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.  
  
Beckett Mckay, President   
  
Briefcase, Inc.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Briefcase, Inc. Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Director of HR or the President of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.  
  
I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.  
  
If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.  
  
This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.  
  
This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Briefcase, Inc.  
  
If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

[sig|req|signer1]                                                    [date|req|signer1]  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                           \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature                                                                     Date

[text|req|signer1]  
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 Print Name