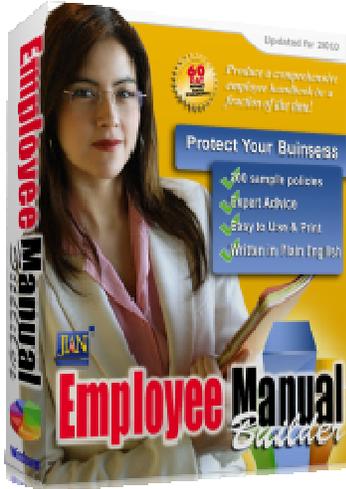


Sample Employee Policies Handbook



Welcome to Employee Manual Builder. Here is a sample of the complete employee policies manual text included in Employee Manual Builder.

HR policies for the extraordinary business

JIAN's philosophy is to give you ideas and content cross-pollinated from every industry in order to help you implement the best practices for HR management as well as business success.

Variables like [Company], [Owner/Founder] are automatically replaced from the data file. [Other variables in brackets like this] include sample text with ideas and options that you may edit.

Although this sample document is a protected .pdf of the text provided within Employee Manual Builder (you cannot copy any text or print it), you can read it now and edit it using the Employee Manual Builder application.

 Expert comments throughout, in green, can be turned on/off with an icon (the green text disappears and the black text fills in) – in this sample, they add about 40 pages – it's as if we are sitting next to you all the way.



 When you turn these off they disappear completely and the black text rolls up. They won't print.

Employee Manual Builder also includes 60+ time-saving employee management [checklists, forms, and memos](#), even the full text of the laws, are included!

Click these links to review the features of Employee Manual Builder

Unlike some other HR software, Employee Manual Builder enables complete flexibility for a perfect fit.

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<http://www.jian.com>

This Memorandum should be completed and given to each employee along with the Employee Policies Manual. We strongly suggest that the hiring manager, supervisor or human resources contact invest the time it takes to go through the manual in person with your new employee.

- ☞ Give the employee time to read through any policies you have chosen to ask for their signature on. Investing the time upfront with the employee to clearly set the stage regarding expectations of conduct on the job will save you headaches later.

[Company] Employee Policies Manual

Date: [Date]

To: All [Company] Employees

From: [Owner/Founder]

Attached is the revised [Company] Employee Policies Manual.

Much thought, experience, consulting and wisdom has been put into this project in order to address most of our workplace management policies and to make [Company] a productive, interesting and a nice place for all of us to work.

These policies are effective immediately

You are responsible for reading and understanding this Employee Policies Handbook. It may be necessary for you to review your manual to refresh your memory or to obtain answers to questions that may arise.

Your signature on the “Receipt & Acknowledgment of [Company] Employee Policies Handbook” confirms that you have been provided with a copy of the [Company] Employee Policies Handbook on the date noted, and that you are responsible for reading, understanding and complying with its contents. Please sign and return it to your [Manager].

No policy handbook can cover every situation; therefore, when a question does arise, please consult with your [Manager] or the [HR Manager] for clarification.

These policies replace & supersede any/all previous policies

This Employee Policies Handbook replaces and supersedes any and all other prior editions of [Company] Employee Policies Manuals / Handbooks, memoranda, or other [Company] policies whether written, oral, or previously part of [Company] tradition.

Circumstances may arise in which [Company] determines that changes in these policies and procedures are required. For this reason, [Company] reserves the right, at any time, and without notice, to modify,

rescind or supplement any personnel policy or benefits and to take actions which may be contrary to a policy set forth herein, with the exception of the employment-at-will policy.

I think you will find that our policies are fair and treat everyone at [Company] with respect and dignity.

I very much appreciate your continued presence at and contribution to [Company].

Receipt & Acknowledgment of [Company] Employee Policies Handbook

- ☞ We recommend that you require all employees sign a release, such as this one, stating that they have been given a copy of the Employee Handbook and agree to abide by it. Have all new employees sign this release upon receipt of their copy of the Employee Handbook, usually at New Hire Orientation. Your statement should reiterate your continued right and prerogative to make and change you company policies as you see fit. File this form in the employees personnel file once it has been signed and returned.
- ☞ It is important that the owner/founder/CEO and all managers also sign the same receipt for your employee policies handbook.

Please read the following statements, sign below and return to your [manager / supervisor / team leader / designated company representative].

Understand & Acknowledge Receipt of [Company] Employee Policies Handbook

I have received and read a copy of the [Company] Employee Policies Handbook. As an employee of or contractor for [Company], I agree to comply with all of its terms and conditions. I also understand that the policies and benefits described in it are subject to change at the sole discretion of [Company] at any time.

At-Will Employment

I further understand that my employment is at will, and neither myself nor [Company] has entered into a contract regarding the duration of my employment. I am free to terminate my employment with [Company] at any time, with or without reason. Likewise, [Company] has the right to terminate my employment, or otherwise discipline, transfer, or demote me at any time, with or without reason, at the discretion of [Company]. No employee of [Company] can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without the written approval from the [President / CEO / Board of Directors].

- ☞ The Arbitration Policy and the Acknowledgment of and Agreement with [Company] Arbitration Policy are located in the section titled “What You Can Expect From [Company].” If you choose not to use the policy please delete it and the acknowledgment form along with the following paragraph on arbitration. If you do plan to use the Arbitration Policy, include the following paragraph.

Arbitration

I also acknowledge I have read and understand the Arbitration Policy contained in this Employee Policies Handbook and I agree to abide by the policy.

Confidential Information

I am aware that during the course of my employment confidential information will be made available to me, for instance, product designs, marketing strategies, customer lists, pricing policies and other related information. I understand that this information is proprietary and critical to the success of [Company] and must not be given out or used outside of [Company]’s premises or with non-[Company] employees. In the

event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.

Understood & Agreed

Employee's Signature

Position

Employee's Printed Name

Date

🔊 This is the cover page.



🔊 Your Company Logo Here ->

[Company Legal Name]

**Workplace / Employee
Policies
Handbook**

[Month, Year]

Welcome to [Company]

- 🔊 You will want to include a welcome page that tells employees about your company. The idea is to introduce the company and its environment to a new employee. If you have a philosophy of how you manage business and how you treat employees, you should mention it here.
- 🔊 Please edit this letter as needed. Consider having the president of your company sign each letter personally or use a signature stamp.

Thank you for joining [Company]!

We hope you agree that you have a great contribution to make to the 2002 NAICS Title industry (and perhaps the world) by way of [Company], and that you will find your employment at [Company] a rewarding experience.

You have joined an organization that has established an outstanding reputation for its quality, relevance and service. Credit for this goes to everyone here. We hope you, too, will find satisfaction and take pride in your work here.

We look forward to the opportunity of working together to create a more successful business. We also want you to feel that your employment with [Company] will be a mutually beneficial and gratifying one.

[Company]'s business is all about [brief description here – building affordable homes/boats/cars for nice people / delivering delicious and nutritious food to hard-working medical staff – you get the idea]. Recognizing the potential for phenomenal growth in the industry, we decided to create a company where [innovative products and services] are provided to [type of customer/the public] by an organization that prides itself on quality and integrity. Our main goal is to get products to [specific customers/everybody], by making them [affordable/longer lasting]. [Company] also plans to offer future products and services to [expand its suite/portfolio/reach people in storm-damaged areas/enhance its systems].

We grow and succeed through the dedication, contributions, energy, and professionalism of everyone who works here. As a member of [Company]'s team, you are expected to contribute your talents and energies to further improve the environment and quality of the company. At [Company], we are also proud of our continuing associations with a wide variety of vendors who support our operations.

We support every employee to have a satisfying tour of duty with us by valuing your contributions, testing your ideas and rewarding your successes. We base our company culture on an environment where management clearly communicates what is expected, employees are cooperative and respectful to each other, and where people experience being acknowledged and appreciated for their results. The spirit of [Company] is outlined by our *Values & Practices*. (Please see the Core Values & Practices section a little further in this manual).

This Employee Policies Handbook may provide answers to most of the questions you may have about [Company]'s benefit programs, as well as company workplace policies and procedures.

You are responsible for reading and understanding this Employee Policies Handbook. If anything is unclear, please discuss the matter with your [manager / supervisor / team leader / designated company representative].

I extend to you my personal best wishes for your success and happiness at [Company].

Sincerely,

🔊 [Put your signature graphic here](#)

[Company] Employee Policies Manual

[Owner/Founder], President

[Company Legal Name]

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- ☞ Insert the appropriate page numbers for this table of contents after editing your Employee Handbook.
- ☞ To update the page numbers, Right-click on the Table and choose “Update Field”

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Introduction

🔊 This is fairly standard text – you may want to edit to suit your style, but keep in mind the legal nature of everything you say and do.

About the [Company] Employee Policies Handbook

This Employee Policies Handbook is designed to provide some background information on the company, the philosophy, employment practices, policies, and procedures, as well as the responsibilities between the company and its employees. It should also provide answers to most of the questions you may have about the benefit programs provided to you as a valued employee of [Company].

These policies and procedures are similar to those of many offices in that they conform to and are consistent with the policies and procedures of other businesses in the general geographic area. All staff members are required to familiarize themselves with the contents of this manual. This applies not only to the new employee but, because the manual may be updated periodically, it also applies to all who have been employed with [Company] for several years.

This manual is the result of many years of experience and **during this time there has been considerable thoughtful reorganization and modifications of its content.** Among other things, it outlines the policies necessary for the smooth and efficient operation of the office. Some of the issues covered are necessarily formal, in order to ensure a proper and protective environment; yet we want you to completely understand and appreciate our working style.

You are responsible for reading and understanding this Employee Policies Handbook.

From time to time it will be necessary for you to review this manual to refresh your memory or to obtain answers to questions that may arise. Please speak with your supervisor or office manager to discuss violations of office policy or to clarify instructions that are covered in the manual.

Otherwise, it will be assumed that you understand what it is required of you. Your application of these policies and procedures are essential to your employment and will be very much appreciated by all of us who work with you.

Prime Directives:

🔊 Not a usual component of an employee policies manual, but it's something you can add according to your values.

- [Company] will do everything in its power to be good to our employees.
- Employees will do everything in your power to be good to our customers and each other.
- [Company] will be good to the world and to our environment.

Some Things You Must Understand

- As much as we want to enjoy a family-like atmosphere with all of our employees, these policies establish our rules of relationship. Everyone here relies on [Company] as their source of income and therefore it is crucial to everyone's well-being that we all work well together.

- [Company] is a business investing in your presence and contribution. For that there must be a good return on its investment. Please understand that your productivity here is our measure of [Company]'s return on investment for paying for your services.
- The summaries of guidelines contained in this Employee Policies Handbook, which are to be applied in accordance with federal, state and local law, are being provided by [Company] for informational purposes only. Such summaries are not intended to nor do they constitute or create a contract or an enforceable promise of any kind with the Company.
- [Company] reserves all rights to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document, except for the policy of at-will employment; policy changes are approved primarily by the [Owner/Founder], with approval from the Board of Directors.
- [Company], at its option, may change, delete, suspend or discontinue any part or parts of the policies in this Employee Policies Handbook at any time without prior notice as business, employment legislation, and economic conditions dictate.
- Any such action shall apply to existing as well as to future employees.
- Nothing in this handbook or any other Human Resources document, including benefit plan descriptions, creates, or is intended to create a promise or representation of continued employment for any employee [if state is other than Montana].
- Employees may not accrue eligibility for monetary benefits that they have not become eligible for through actual time spent at work.
- Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.
- No one other than [President / Vice President] of [Company] may alter or modify any of the policies in this Employee Policies Handbook. Any alteration or modification of the policies in this Employee Policies Handbook must be in writing.
- No oral statements or representations can in any way change or alter the provisions of this Handbook. This handbook contains the current policies and procedures of the Company; there are no oral or collateral agreements of any kind.
- No statement or promise by a supervisor, manager, or department head, past or present, may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Circumstances may arise in which [Company] senior managers determine that changes in these policies and procedures are required for the benefit of the company. For this reason, please understand that [Company] reserves the right, at any time, and without notice, to modify, rescind or supplement any workplace policy or benefits and to take actions which may be contrary to a policy as it is written here, with the exception of the “employment-at-will” policy. No changes will occur that are not in writing and approved by [Owner/Founder]. The [Company] senior managers will advise staff members of changes in policies and procedures and benefits if/when they occur.

These workplace policies are effective immediately



These [Company] workplace / employee policies are effective immediately.

Your signature on the “Receipt & Acknowledgment of [Company] Employee Policies Handbook” confirms that you have been provided with a copy of the [Company] Employee Policies Handbook on the date noted, and that you have agreed to be responsible for reading, understanding and complying with its contents.

Unfortunately, no workplace policy handbook can cover every situation; therefore, when a question does arise, please speak with your manager or the [HR Contact] for clarification.

Policy changes will be posted [via email, on the bulletin board in the lunchroom.]

- 🔊 Where is the best place to assure that everyone becomes aware of policy changes? Bulletin board in lunchroom, near a time clock... In what other ways will they be communicated? In company newsletter? Paycheck stuffers? **Team meetings?**

These policies supersede any/all previous policies

This [Company] Employee Policies Handbook replaces and supersedes any and all other prior editions of [Company] Employee Policies Handbooks, memoranda, or other [Company] policies whether written, oral, or are part of [Company]'s previous practice(s) or tradition.

Also, should any provision in this Employee Policies Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire [Company] Employee Policies Handbook, but only that particular provision.

An Overview of [Company]

About [Company]

- ☞ The following includes excerpts from the Executive Summary provided as part of BizPlanBuilder®, JIAN's popular business planning software. Please visit www.JIAN.com for a detailed description. BizPlanBuilder will help you summarize company objectives, management, and marketing strategies. You may find that providing your employees with a clear vision of your company's direction and position will dramatically improve productivity, reduce conflicting efforts and generate a winning team spirit.

In 20XX, [your group / company / product developers] was [formed / created] to [produce and distribute [xxx] / take advantage of [xxx] / fill the void of [xxx]].

- ☞ Insert a brief history of your company here. Include such items as:
 - When the company was first formed.
 - Who the founders are/were.
 - Your company's locations throughout its history.
 - Outstanding accomplishments of officers or employees - internally or publicly recognized.
 - How your company provides outstanding civic service to its community.
 - List product lines that your company is proud of or known to carry/produce.
 - Describe the purpose of your activities.
- ☞ Consider including a company vision and mission statement and core values - all of which help you define the type of company you intend to be.

Now, [Company] is at a point where [what you need or want to do next, for instance, take advantage of a specific opportunity or one in your marketplace / build your business to the next level].

Background

- ☞ Discuss how people have managed to do without your product/service. Also, discuss how and where a similar product or service is now being used.

For many years people have [xxx]

- ☞ Explain your place in the industry vis-a-vis competition or technology, etc.

The ["state of the art"/condition of the industry] today is such that [xxx]

Our operation was producing \$[xxx] (sales / units / products) by [20xx], and has operated at [xxx] (describe your financial condition, for example, profitable / break-even) ever since. Revenue projected for fiscal year [20xx] without external funding is expected to be \$[xxx]. Annual growth is projected to be [xxx] percent per year through 19xx.

Concept

- ☞ Describe your product or service.
- ☞ Explain the desirability of your product or service.

We have just [started / completed the design of / developed / tested / introduced] a [product / service] -- a novel and proprietary [for example, soap for cleaning vinyl / retail store / construction tool].

Compared to competitive products (or the closest product available today) our [product / service] can / will [xxx].

The ability to [xxx] is unique to [Company]'s products / services.

🔊 How would your customers compare your product with those of competitors?

🔊 Specify advantages your product or service has - its improvements over existing products or services. Describe your unique selling proposition.

Our strategy for [meeting / dominating] the competition is [lower price / bigger and better / quality].

[Company]'s target market includes [types of customers].

[Company] is rapidly moving into its [marketing phase].

This approach is generating a tremendous amount of interest throughout our industry.

In addition to our existing products/services we [have developed / plan to introduce] [follow-on products / services]. [Product] is a [xxx] and is especially useful to [prospective customers] who can now easily [xxx].

Other products/services include [xxx].

🔊 BizPlanBuilder, JIAN's business plan development software, continues on to summarize company objectives, management, marketing strategies, etc. You may find that providing your employees with a clear vision of your company's direction and position will dramatically improve productivity, reduce conflicting efforts and generate a winning team spirit. Learn more here: www.jian.com

[Company] Core Values

Core Values are the standards by which we measure our performance; our interactions with each other and with people outside the company; and they help define our attitudes and approach to the events of everyday life in our business. These are the things we value:

Integrity

- Honest, committed internal and external relationships.
- Feeling and honoring your feelings.
- Honoring and respecting other's points of views.
- Doing what's right for us and for our customers.
- Telling the truth.

Full Self Expression

- Respectful communication of creativity, ideas, concerns.
- Freedom to express ideas, concerns, and possibilities.

Constant Improvement

 This is what Dr. Deming taught the Japanese: "Kaizen"

- Constant and never-ending improvement—to ensure quality and productivity across all areas in the company.
- Seeking knowledge and understanding, then applying it to ourselves, our customers, processes, and products.

Discipline

- Defining, refining, executing, measuring and completing all activities in support of agreed-upon goals and objectives.

Sound Decision-Making

- We make decisions we L.I.K.E. Our decisions are based on: Logic, Intuition, Knowledge, and Experience.

Acknowledgment & Appreciation

- We regularly acknowledge and appreciate our fellow employees, our customers, vendors, partners, and ourselves, for contributions made in support of [Compan]'s vision and pursuit of excellence.

Inclusion

- We agree to include and inform everyone affected by a project or a decision.

[Company] Core Practices

Core Practices are the things we do within our organization to help maintain a high level of integrity, and establish an environment where what needs to be said can be said—with confidence that both speaker(s) and listener(s) will be treated with respect, and that their ideas and contributions will be valued, whether those ideas are implemented, or not. This is what we practice:

Listening Generously

- We listen for the contribution in each other's speaking – suspending assessments, opinions, and judgments.
- This means giving the person your undivided attention.
- If you can't give your undivided attention right now, request to speak with the person when you can listen to them generously.

Speaking Straight

- We move past saying “what is supposed to be said” to speak responsibly and honestly, in a way that forwards appropriate action.
- This includes learning to make clear and direct requests.
- Nobody “gets” subtle or veiled requests.

Being *FOR* Each Other

- Key to a successful team is being “for” each other; much like one would be for a football team.
- This means 100% support for everyone in the company and the roles they play.

Honoring Agreements & Commitments

- Do what you say you'll do—others are depending on you.
- If you can't keep your agreement, re-negotiate it ahead of time.
- If you break an agreement, acknowledge that you did and negotiate a way to clean up your mess.

Acknowledging & Appreciating Each Other

- Each of us is a source of acknowledgment and appreciation for every other person in the company.
- This includes giving, receiving, and requesting acknowledgment.

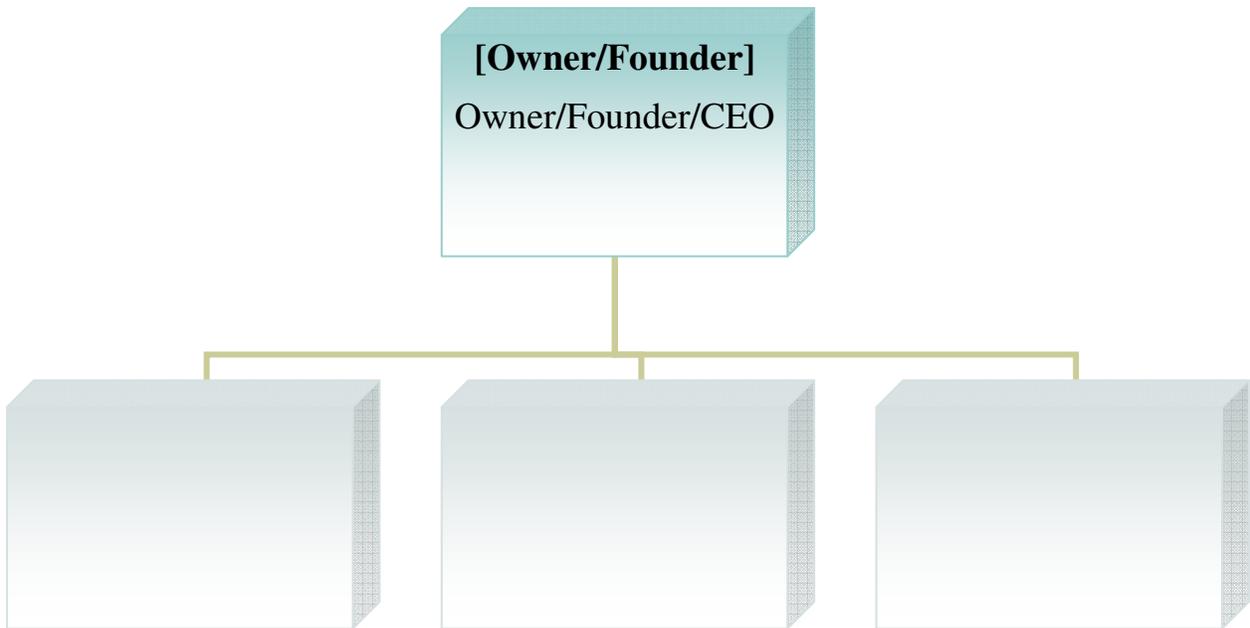
Taking 100% Ownership

- Everyone is 100% accountable for their role in the company.
- Follow through on commitments internally and externally.
- This does not mean taking on too much (110%) nor does it mean taking on too little (90%).
- Everything that happens in the company is the result of its people.

Courtesy: Susan Mayginnes, Rising Heart Consulting, <http://www.risingheartconsulting.com>, Ukiah, CA

[Company] Organization Chart

- 🔊 This is a good place to include your company organization chart. We suggest you do not include names - only job titles.
- 🔊 If and when positions or key areas of responsibility are changed, employees should be informed by a revision memo. Confusion and low productivity reigns when employees don't know to whom they report or to whom they should report various actions or activities. A simple organization chart serves to streamline channels of communications.



Employment Policies

Employee Selection Process



The objective of our hiring process is to assure that job positions are filled by highly qualified applicants whose attributes align with the needs of [Company] and its customers. [Company] is confident that as a result of the mutual selection process undertaken, your employment will prove to be beneficial to [Company] as well as yourself and we look forward to having you join us.

We carefully select our employees through written applications, personal interviews and reference checks. After all available information was considered and evaluated, you were selected to become a member of our team!

This selection process helps [Company] find and employ people who:

- Are concerned with their own personal success as well as the success of [Company]
- Want to do a job well; people who can carry on their work with skill and ability
- Are comfortable with [Company]
- Can work well with our team.

In addition to the equal employment opportunity and ADA policies above, [Company] recruitment efforts are designed to attract qualified employees whose talents and abilities best match the job description for each position. [Company] coordinates each job position requisition to be integrated into the existing team of employees. All hiring must follow the prescribed criteria for full-time, part-time, and temporary employees.

Hiring Procedures

The manager supervising the vacant position will submit a position requisition to the [HR Manager]. All positions are advertised to the public and each position must be posted for [Company] employees. Employees presently working at [Company] are encouraged to apply for these open positions.

All applications will be reviewed and qualified applicants will be considered for possible interviews. When it is decided that an applicant's qualifications meet the experience, capabilities, education and/or skills requirements set by the job description, the applicant will be interviewed by the supervising manager and/or hiring committee who oversees the vacant position. The applicant may also be interviewed by other members of the company (or workgroup team) per the direction or request of the supervising manager and/or the [HR Manager].

When applicable, pre-employment testing will also be administered. Pre-employment testing and test grading will be standardized according to the criteria of the position. Applicable licenses and references of candidates scheduled for a second interview will be verified by the [HR Manager]. All compensation will be determined by a set schedule for each position. All positions will be offered by the [HR Manager] and will be contingent upon [Company] employment policies.

Employment At-Will

- ☞ All states in the United States are considered at-will, with the exception of Montana. If you operate in Montana, you will need to be certain that you are following your own described guidelines for disciplinary and termination processes.
- ☞ For anyone in Montana, these paragraphs should be eliminated.
- ☞ Including an “at-will” employment clause in your Employee Handbook does not completely protect your company from wrongful termination lawsuits. The concept of “at-will” employment should also be included in employment applications and offer letters. The employee should sign the employment application and/or employment offer letter, acknowledging the “at-will” employment relationship. We suggest applicants complete an employment application before being interviewed.
- ☞ Within your employment application should be an express statement that gives your company or a person acting on behalf of your company permission to call, research and otherwise verify references and past employment. Refer to the “Sample Offer Letter” and the “Employment Application” and “Reference Release” in the HR Forms folder.
- ☞ We also recommend that employers include language permitting the employer to transfer, demote, or otherwise discipline an employee at the employer’s discretion.
- ☞ Employers should realize that an “at-will” employment relationship does not give them the liberty to terminate, transfer, or demote an employee for unlawful reasons, such as age discrimination.

All employees of the Company are employed “At Will.” This means that either the employee or the Company is free to end the employment relationship at any time, for any reason, with or without cause and with or without notice.

Positive performance evaluations, commendations, pay raises and longevity of employment, while desired objectives, do not alter the right of either the employee or the Company to terminate the employment relationship at any time, for any reason, with or without cause and with or without notice.

Nothing in this handbook or in any document or statement shall limit or modify the employment at-will status of [Company]’s employees.

No manager or employee of the company has the authority to enter into any agreement for employment for any specified period of time, to make any agreement for employment other than at-will, or to limit or modify any employee’s at-will status. Only [OwnerFounder] has the authority to make any such agreement and then, only in a formal written agreement, and with approval from the Board of Directors.

- ☞ Employment contracts are typically utilized only for key, top-level employees, if at all. The use of contracts is not recommended. Please seek legal counsel if your company has further questions.

No employee of [Company] can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without written approval from the [OwnerFounder] or the Board of Directors).

Equal Opportunity Employment

- ☞ The Civil Rights Act of 1964 established the Equal Employment Opportunity Commission (EEOC) to deal with allegations of discrimination in employment practices. Specifically, Title VII of the Civil Rights Act of 1966 impacts employers with fifteen (15) or more employees, stating that no discrimination based on race, religion, or national origin will be tolerated.
- ☞ Employers need to know and recognize the difference between a commitment to being an “equal opportunity employer” and the maintenance of an affirmative action program. Most employers are required by state and federal laws to provide a workplace with equal employment opportunities for individuals in certain protected categories. These laws prohibit unlawful discrimination.

- 🔊 Being an equal employment opportunity employer differs from an affirmative action obligation, which requires only certain employers (generally government contractors and subcontractors with fifty (50) or more employees and a contract worth \$50,000 or more) to actively recruit minorities, women, disabled individuals and veterans, with the goal of having their work force statistics reflect those of the available work force. Should you be required to have an affirmative action plan, we suggest you include it in your new employee packet as a separate manual.
- 🔊 A policy statement can specifically enumerate some of the protected classes, or generally state that the company does not discriminate against any employees protected under the various federal and state laws. Employers also need to be aware that certain laws require reasonable accommodation to avoid discrimination. Therefore, policies should include a statement, where required, that the employer will provide reasonable accommodation for qualified individuals.
- 🔊 Although the EEOC has not included sexual preference (or affectional preference, as some gay and lesbian employees prefer their category to be defined) in their anti-discrimination policy, many companies choose to include this category. If management leadership is hesitant to change the EEOC wording to add affectional preference/sexual preference, but still want to express their desire not to discriminate against gay and lesbian employees, there are other sections in the handbook, such as harassment and promotional philosophies that can include the phrase as well.



[Company] is an equal opportunity employer and selects employees on the basis of ability, experience, training, intelligence and character.

The policy of [Company] is that all persons are entitled to equal employment opportunity without regard to race, creed, color, gender, age, national origin, religion, marital status, sexual preference, ancestry, physical and mental disability, medical condition, including pregnancy, cancer and any other consideration made unlawful by

federal, state or local laws.

Any infraction of federal EEO guidelines is strictly prohibited. Appropriate disciplinary action, up to and including dismissal, will be taken against any employee who willfully violates this policy. [Company] is required to post notices to all employees advising them of their rights under the laws EEOC enforces and their right to be free from retaliation. [Company] will comply with any state and local regulations applying to EEO Laws. The HR Department Manager has overall responsibility for this policy and maintains reporting and monitoring procedures. Questions or concerns should be referred to the [HR Manager].

Age Discrimination

Statements or specifications in job notices or advertisements of age preference and limitations are prohibited. An age limit may only be specified only when age has been proven to be a bona fide occupational qualification (BFOQ).

Disabilities

[Company] prohibits discrimination on the basis of disability in all employment practices. Before making an offer of employment, an employer may not ask job applicants about the existence, nature, or severity of a disability. Certain positions may be subject to bona fide occupational qualifications. Applicants may be asked about their ability to perform job functions. The [HR Manager] has responsibility for all employment practices concerning disabilities. (See also the ADA section below.)

Discriminatory Practices

Discriminatory practices include the following areas:

- Benefits
- Compensation, assignment, or classification of employees

- Compensation, retirement plans
- Hiring or firing
- Job advertisements
- Leaves of absence
- Other terms & conditions of employment
- Recruitment
- Testing
- Training and apprenticeship programs
- Transfer, promotion, layoff, or recalls
- Use of company facilities

[Company] does not tolerate the following actions:

- Employment decisions based on assumptions or stereotypes about the abilities, traits, or performance of individuals of a certain gender, race, age, religion, or ethnic group, or individuals with disabilities
- Harassment on the basis of age, color, disability, gender, national origin, race, or religion
- Retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices
- Denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, national origin, or an individual with a disability
- Discrimination based upon participation in schools or places of worship associated with a particular racial, ethnic, or religious group is also prohibited
- Indirect practices that have the effect of discriminating against individuals because of their race, color, national origin, religion, or gender

Equal Pay

[Company] prohibits discrimination on the basis of gender in the payment of wages or benefits, where men and women perform work of similar skill, effort, and responsibility for the same employer under similar working conditions. This includes prohibiting a different wage that was/is paid to a person who worked in the same job before or after an employee of the opposite gender.

Hostile Environment Standards

[Company] prohibits any and all practices ranging from direct sexual harassment that create a hostile environment for persons of either gender. Harassment based on race, color, national origin, religion, age, and disability will not be tolerated. Appropriate disciplinary action, up to and including dismissal, will be taken against any employee who willfully violates these guidelines.

National Origin Discrimination

Discrimination against an individual because of birthplace, ancestry, culture, or linguistic characteristics common to a specific ethnic group is strictly forbidden. In compliance with the Immigration Reform and Control Act (IRCA) of 1986, [Company] will assure that employees hired are legally authorized to work in the U.S. Employees are prohibited from seeking employment verification with the intent of identifying individuals of a particular, national origin.

Pregnancy Based Discrimination

Pregnancy, childbirth, and related medical conditions will be treated in the same manner as other

temporary illnesses or conditions.

Religious Accommodation

- ☞ If your company offers floating holidays or personal days in addition to normal accrual of vacation and/or PTO, you can direct your employees to use their personal days for observation of a religious holiday.

[Company] will reasonably accommodate the religious belief of an employee or prospective employee.

- ☞ ~ Option ~

If you observe a religious holiday which is not listed on the [Company] observed holidays list, we have provided personal days so that you may utilize this time for your holiday observation.

EEO Notices

Equal employment opportunity notices are posted near employee gathering places as required by law. Additionally, they are posted on [state other places where these notices might be posted]. For instance, on the lunch room bulletin boards or a on-line communication systems]. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that [Company]'s equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employees, including managers, involved in discriminatory practices will be subject to termination.

If you believe that you have been subjected to any form of unlawful discrimination, report the incident or complaint immediately, preferably in writing, to the [Manager Title], who will conduct a prompt and thorough investigation and attempt to resolve the situation and ensure that appropriate action is taken. No action will be taken against an employee in any manner for reporting or opposing any form of unlawful discrimination or harassment.

- ☞ The next two paragraphs are for California employees only

California-based employees have the right to file with the California Department of Fair Employment & Housing ("DFEH"), the California state agency that protects employees against unlawful discrimination.

All employees are also protected against retaliation for opposing unlawful discriminatory practices or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by the EEOC or the DFEH. An employee can contact the EEOC at [1-800-669-4000] and the DFEH at [1-800-884-1684].

The Americans with Disabilities Act

- ☞ Title I of the Americans with Disabilities Act (ADA), effective on July 26, 1992, prohibits discrimination against any "qualified individual with a disability" in all aspects of employment, including hiring and discharge of workers, compensation and benefits. In addition, employers must "reasonably accommodate" the employees' or applicants' disabilities, which may mean modifying facilities, restructuring work schedules, or transferring disabled workers to vacant positions for which they are qualified. Employers are not required to accommodate a disabled worker if doing so would impose an "undue hardship" on the employer. Employers with fifteen (15) or more employees are covered under the ADA. In the interest of diversity and the future growth of your company, we suggest all employers act as if this law pertains to them.



[Company] is committed to providing equal opportunities to individuals with disabilities.

The company will provide reasonable accommodation to enable a qualified applicant to perform the essential functions of the job, and to enable a qualified employee with a disability to perform the essential functions of a job currently held. We will not be able to make an accommodation that would impose an undue hardship on the company, as defined by law. Each accommodation request will be handled on a case-by-case basis, and every reasonable effort will be made to comply with it. Requests for accommodations should be directed to the [HR Manager].

It is the policy of [Company] to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). [Company] will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. [Company] will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on [Company].

It is [Company]'s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability, or perceived disability, so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, [Company] will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made [Company] aware of his or her disability, provided that such accommodation does not constitute an undue hardship on [Company].

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the HR Department Manager. [Company] encourages individuals with disabilities to come forward and request reasonable accommodation.

Procedure for Requesting an Accommodation

On receipt of an accommodation request, the HR Department Manager and the employee's supervisor or manager will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that [Company] might make to help overcome those limitations. [Company] will determine the feasibility of the requested accommodation considering various factors, including but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, [Company]'s overall financial resources and organization, and the accommodation's impact on the operation of [Company], including its impact on the ability of other employees to perform their duties and on [Company]'s ability to conduct business.

[Company] will inform the applicant/employee of its decision on the accommodation request. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

 **NOTE** - The ADA does not require [Company] to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items; for example, eyeglasses, hearing aids, wheelchairs, etc.

An employee or job applicant, who has questions regarding this policy or believes that he or she has been discriminated against based on a disability, should notify the HR Department Manager.

All such inquiries or complaints will be treated as confidential to the extent permissible by law.

Grievance Procedure

The Grievance Procedure will be posted and available to all employees of [Company] and is the responsibility of Human Resources Department Manager. Applicants will be informed of the Grievance Policy and Grievance Board of [Company] during the initial interviewing process. Any

applicant/employee, who wishes to file a grievance concerning their involvement with the hiring practices at [Company], may submit a written grievance to Human Resources Department Manager

- ☞ This, for example, is one of the reasons why you need to be specific about the suggestions regarding an acceptable amount of time for the employee to go over the employee manager and receive documentation that the employment has read and agrees..

A grievance at [Company] would include, but is not limited to, hiring without following [Company] procedure, bias or discrimination on the part of the Human Resources Department, Supervising Manager, or a Hiring Committee at [Company]. Details of a violation must be explicated within the written grievance. A grievance must be filed within three (3) business days of the date the application received a non-acceptance notification for the applied position.

The members of Grievance Board will include, in whole or in part, Human Resources Department Manager or designee, a member of senior management, and three employees of [Company] who work in a function other than the job position involved in the grievance. The Grievance Board must consist of an odd number of members. A grievance hearing must be conducted within two (2) business days of receipt of the grievance. A Grievance Board Hearing will contain an explanation by each disputing party and a review of all official documentation from the interview process. The Grievance Board has the right to interview additional parties involved in the interview process. After each of party has presented his/her case, there will be a question and answer period conducted by the Grievance Board. A decision of the Grievance Board will be made within forty-eight (48) hours of the Grievance Board Hearing. Decisions may include, but are not be limited to, a mandate to re-interview all applicants for the position. In the case that the Grievance is found to be without cause, the original candidate will be ratified. [Company] is responsible to ensure fairness within the interview process and the process is to be in compliance with all federal, state, and local laws. In cases where there is a re-interview process, the decision of the Grievance Board will be final and the Grievance Process will not be repeated.

Arbitration Policy & Agreement

- ☞ For the actual agreement, use the copy provided in the "HR Forms" folder.
- ☞ Have the employee read and sign the agreement as part of their acceptance of your offer of employment.
- ☞ We keep a copy of the agreement here in the Employee Policies Manual as a reminder as well as for future reference.
- ☞ There has been a question raised about the legality of this policy here is our response:
 - Usually, an employer can rescind an employment offer if a prospective employee refuses to sign the arbitration agreement. And an employer can fire an at-will employee who refuses to sign one. Therefore, declining to sign the agreement could jeopardize or put at risk "sealing the deal on accepting a job".
 - Some employers will negotiate this point, however, especially if they are more excited about the candidate than they are about arbitration. If you have a highly sought after prospect, or if you have a highly valued employee in your company, as the employer you may allow refusal to sign rather than give up the employee
 - Negotiating your agreement to arbitrate is no different from discussing your salary or benefits. The employer is negotiating for its best interest, as is the employee. For example, they may be interested in helping select an arbitrator rather than having one picked by the employer and they may want to know what the arbitrators personal and business background is as to avoid potential bias. For more info, please consult our Website: http://www.jian.com/faq-pro/index.php?action=category&cat_id=006003

- 🔊 The forms that are presented to employees during an employee orientation should be given in such a manner that they are not buried in other forms and the employee is given sufficient time to read and sign the agreement.

If an employment dispute arises while you are employed at [Company], you agree to submit any such dispute arising out of your employment or the termination of your employment (including, but not limited to, claims of unlawful termination based on race, gender, age national origin, disability, breach of contract or any other bias prohibited by law) exclusively to binding arbitration under the federal Arbitration Act, 9 U.S.C., Section 1. Similarly, any disputes arising during your employment involving claims of unlawful discrimination or harassment under federal or state statutes shall be submitted exclusively to binding arbitration under the above provisions. This arbitration shall be the exclusive means of resolving any dispute arising out of your employment or termination from employment by [Company] or you, and no other action can be brought by employees in any court or any forum.

By simply accepting or continuing employment with [Company], you automatically agree that arbitration is the exclusive remedy for all disputes arising out of or related to your employment with [Company] and you agree to waive all rights to a civil court action regarding your employment and the termination of your employment with [Company]; only the arbitrator, and not a judge nor a jury, will decide the dispute.

If you choose to dispute your termination or any other alleged incident during your employment, including but not limited to unlawful discrimination or harassment, you must deliver a written request for arbitration to [Company] within one (1) year from the date of termination, or one (1) year from the date on which the alleged incident(s) or conduct occurred, and respond within fourteen (14) calendar days to each communication regarding the selection of an arbitrator and the scheduling of a hearing. If [Company] does not receive a written request for arbitration from you within one (1) year, or if you do not respond to any communication from [Company] about the arbitration proceedings within fourteen (14) calendar days, you will have waived any right to raise any claims arising out of the termination of your employment with [Company], or involving claims of unlawful discrimination or harassment, in arbitration and in any court or other forum.

You and [Company] shall each bear respective costs for legal representation at any such arbitration. The cost of the arbitrator and court reporter, if any, shall be shared equally by both parties, or as determined by the arbitrator.

Acknowledgment of and Agreement with [Company] Arbitration Policy

This policy is included in the actual Arbitration Agreement you signed upon your acceptance of employment with [Company].

Understood, Agreed & Accepted

My signature on this document acknowledges that I understand the above Arbitration Policy and agree to abide by its conditions. I also acknowledge that I understand my employment is at-will and may be terminated at any time, with or without reason, by either [Company] or myself. I further agree that, in accordance with [Company]'s Arbitration Policy, that I will submit any dispute - including but not limited to my termination - arising under or involving my employment with [Company] to binding arbitration within one (1) year from the date the dispute first arose. I agree that arbitration shall be the exclusive forum for resolving all disputes arising out of or involving my employment with [Company] or the termination of that employment. I agree that I will be entitled to legal representation, at my own cost, during arbitration. I further understand that I will be responsible for half of the cost of the arbitrator and any incidental costs of arbitration.

[Signatures]



Note to employee:

The original of this form is placed in your personnel file. A copy of this form was given to you by your [HR Manager].

Employee Background Check

- ☞ Background checks are a valuable way for employers to communicate with one another about an applicant. Reference checking is a double edged sword. There are potential consequences for employers not checking references (for example, negligent hiring lawsuits) and there are potential consequences if you do check references (for example, defamation lawsuits). We suggest consistent checking of references for all new employees.
- ☞ If the employer is thorough and accurate when checking references, the risks resulting from reference checking are reduced.

Prior to becoming an employee of [Company], a job-related background check was conducted. As you may know, a comprehensive background check may consist of prior employment verification, professional reference checks, and education confirmation. As appropriate, a credit, criminal, health examination and/or driving record history may have also been obtained.

Credit Investigation

- ☞ Employers would be advised to conduct a credit check for positions that involve financial responsibility, normally in a management or financial capacity. It is good practice, however, to limit these credit investigations only to positions with job-related financial components.
- ☞ You must have a signed release from the applicant to legally conduct a credit investigation on a candidate.
- ☞ If an applicant is denied employment for reasons relating to the credit report, the applicant must be informed of this fact and furnished with the name of the credit agency that issued the report.

Following the requirements imposed by the Federal-Truth-In-Lending and the Fair Credit Reporting Acts, a federal statute that regulates the activities of consumer reporting agencies and users of credit reports, and protects consumers from invasions of privacy by placing certain restrictions on persons who may use or disseminate credit information about consumers, [Company] conducts a pre-employment credit check only on those applicants for positions that involve financial responsibility. Your employment with us may be conditional upon our review of the information in the credit check. [Company] reserves the right to conduct this credit check at any time after you have been employed. Remember, you have certain legal rights to discover and to dispute or explain any information prepared by the credit checking company.

Criminal Records

- ☞ Employers should always ask, on employment applications, if an applicant has been convicted of a crime. You must have a signed release from the applicant to legally conduct a criminal record investigation on a candidate. (See the HR Forms folder.)
- ☞ Obtaining criminal conviction records does not necessarily mean that this information can be used in making the hiring decision. Some states have laws prohibiting discrimination against people who have a criminal conviction record. It is advisable to check with your State Department of Labor before securing the criminal record information.
- ☞ Generally speaking, employers should consider doing a criminal record check for positions which involve close, unsupervised contact with the public.
- ☞ Employers may want to consider utilizing an investigation firm specializing in running background checks on candidates, particularly in obtaining criminal and credit histories.

In response to [Company]'s zero-tolerance for Violence in the Workplace Policy,



[Company] may conduct a pre-employment criminal check on those applicants for positions that may involve close, unsupervised contact with the public. When appropriate, the criminal record is checked to protect [Company]'s interest and that of its employees and customers.

Driver's License & Driving Record

- ☞ Employers should check driving records of applicants who will be using a company vehicle before the applicant is hired and periodically throughout employment.
- ☞ The employer could be held liable for negligent hiring if they knew or should have known about anything contained in the driving record; for example, driving under the influence of drugs or alcohol.
- ☞ Employers should also ensure the applicant has a valid driver's license.

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You will be asked to submit a copy of your driving record to [Company] from time to time. Any changes in your driving record must be reported to your [Manager] immediately. Failure to do so may result in disciplinary action, up to and including possible termination.

Health Examinations

- ☞ Both state and federal laws restrict the use of pre-employment health examinations. Medical inquiries cannot be used to determine whether a job applicant has a disability and/or the nature of the disability. If the examination is made as a condition of employment, the examination must be required of all entering employees in the same job category.
- ☞ Once an individual is given a good faith job offer, only then may the employer make disability-related inquiries and require the applicant to undergo a health examination.
- ☞ If such medical inquiries highlight a disability, the Americans with Disabilities Act (ADA) requires that the employer must demonstrate that the "essential job functions" cannot be performed without reasonable accommodation. The ADA prohibits discrimination against individuals with disabilities. This impacts all employers with fifteen (15) or more employees.
- ☞ Drug testing does not qualify as a medical exam under the ADA. However, drug tests may be given to both applicants and employees. Check with your attorney concerning any state laws that may restrict drug testing. Please refer to the Drug-Free Workplace Policy.

[Company] reserves the right to require an employee's participation in a health examination to determine the employee's ability for performing his/her essential job functions. All such health exams shall be paid for by the company.

- ☞ There may be some specific criteria that the employer must adhere to in order to do a health exam – [Click here for more details](#)

Immigration Law Compliance & Procedures

- ☞ In accordance with the Immigration Reform and Control Act (IRCA), all employees, citizens and non-citizens hired after November 6, 1986, must complete Section 1 of the Employment Eligibility Verification (Form I-9) form at the time of hire. The employer is responsible for ensuring that Section 1 is timely and properly completed. In fact, an individual may not begin employment unless this form is completed since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. This was just updated at end of 2009 because of homeland security – [Click here for more details](#).



- ☞ If you have specific questions about IRCA, you may get a copy of the Immigration and Naturalization Service (INS) handbook titled Handbook for Employers by calling the INS Employer Help Line at 1-800-777-7700. If you have been unaware of this law or have done nothing about it, you may wish to contact your attorney or accountant to get this information for you. **Calling the INS yourself may raise a red flag.**
- ☞ [Download a PDF copy of the I-9 form here](#)
- ☞ Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required identification document(s) within three (3) business days, they must present a receipt for the application of the document(s) within three (3) business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three (3) business days, Section 2 must be completed at the time employment begins. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9. Employers must also complete Section 3 when updating and/or re-verifying the I-9. Employers must re-verify employment eligibility of their employees on or before the expiration date recorded in Section 1.
- ☞ Employers cannot specify which identification documents listed on the I-9 Form they will accept from an employee. Also, the refusal to hire an individual because of a future expiration date may constitute illegal discrimination.
- ☞ Employers must retain completed I-9s for three years after the date of hire or one year after the date employment ends, whichever is later. It is recommended that you keep these I-9's in a separate file.



Federal regulations make it unlawful to hire individuals not authorized to work in the United States. These regulations require employers to verify the identity and their right to be employed in this country. Accordingly, all employees must complete Employment Verification (Form I-9) within three working days of employment with the Company.

Employees who cannot provide the required document(s) within three (3) working days, must produce a receipt showing that they have applied for the documentation, and such documentation must be submitted within 30 days. Employees unable to produce valid documentation of their identity and legal right to work in the United States will be terminated. Providing false documentation or making false statements on the verification may be grounds for disciplinary action up to and including termination.

All offers of employment at [Company] are contingent upon verification of your right to work in the United States. On your first day of work you will be asked to provide original documents verifying your right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form. If you at any time cannot verify your right to work in the United States, [Company] may be obliged to terminate your employment.

All documents concerning new hires or rehires must be genuine and original, as related to the Immigration Reform & Control Act of 1986 and Form I-9 procedures. Failure to submit the documentation prior to commencement of work will be considered as non-acceptance of the job offer.

U.S. Immigration Reform & Control Act

Under the Immigration Reform & Control Act of 1986, [Company] is required to verify the applicant's identity and his or her right to employment in this country. The following forms of original documents are generally accepted to establish the applicant's identity and right to employment:

- Alien Registration Receipt Card, INS Form I-151 or Resident Alien, INS Form I-551, provided that it contains a photograph of the individual.
- Certificate of Naturalization, INS Form N-550 or N-570.
- Certificate of United States Citizenship, INS Form N-560 or N-561.
- Driver's license or state issued identification card, inclusive of photograph or identifying information such as name, address, gender, date of birth, height, weight and color of eyes as elements of the document.
- Employment Authorization Card INS Form I-688A.
- Military Dependent's Identification Card.
- Native American Tribal Documents.
- School issued identification card, if a student, with a photograph as an element of the document.
- State or Local Governmental-Issued Identification Card.
- Temporary Resident Card, INS Form I-688
- United States Military Card.
- United States Passport.
- Valid foreign passport which contains an unexpired stamp which reads:
"Processed for I-551 Temporary Evidence of Lawful Admission for permanent resident. Valid until [Date]. Employment Authorized"
OR unexpired Form I-94 attached that has the same name as the passport, employment does not conflict with Form I-94 restrictions or limitations, and has been stamped with an employment authorization.
- Valid voter registration card.

 Note: No individual will be allowed to work at [Company] until such time that documentation, as referenced on the immigration and naturalization services' Form I-9, has been received by [Company].

All offers of employment or reemployment will be contingent upon the applicant producing the proper documents to verify their identity and their right to work in the United States. These documents must be presented to the [HR Manager] prior to commencing work on any shift at [Company]. This applies to all full-time, part-time, and temporary employees, including rehired employees.

All new employees at [Company] must complete the employee section of the Form I-9. This form must be completed in ink. It will be the responsibility of the [HR Manager] to examine the new hire's documents to verify if their authenticity. The [HR Manager] will complete the Employer Section of Form I-9; and, if applicable, include the expiration date of employment eligibility. The [HR Manager] will retain a copy of Form I-9 for the employee's personnel file and include in the personnel file notes the name of the [HR Manager] who examined the new employee's or re-hired employee's Form I-9 documents. In the event that a potential hire or a rehire cannot produce proper documentation as related to Form I-9, notation must be included on the employer section of Form I-9: "Documents Not Provided - Not Hired."

[Company] requires that each employee complete the requirements for Form I-9. Employees of [Company] will only be required to provide documentation according to the Immigration Reform & Control Act of 1986. Should it be necessary to deviate from this procedure, the [HR Manager] must be informed. Sanctions against an employee reporting such an incident are prohibited. Employees should address questions at [Company] regarding this policy, the Immigration Reform & Control Act of 1986, or Form I-9 to the [HR Manager].

- 🔊 I-9 form, government link this form was recently updated and employers should have phased out the old forms as new employees come in and be using the new one (homeland security) – [Click here for more details](#)

Nepotism – Employment of Relatives / Friends

- 🔊 We recommend including a policy outlining relationship standards for your company to avoid claims of nepotism.

The employment of relatives can cause various problems, inclusive of but not limited to, charges of favoritism, conflicts of interest, family discord, and scheduling conflicts that may work to the disadvantage of both [Company] and its employees. However, members of an employee's immediate family may be considered for employment solely on the basis of their qualifications.

For purposes of this policy, the term “relative” includes the following relationships: established by blood, marriage or other legal action. Examples include: mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, stepchild, aunt, uncle, nephew, niece, grandparent, grandparent-in-law, granddaughter, grandson, or cousin. Also includes: domestic partner (a person with whom the employee’s life is interdependent and with whom the employee shares a mutual residence), daughter or son of the employee’s spouse or domestic partner, and any relative living in the household of the employee or domestic partner.

It is the goal of [Company] to avoid creating or perpetuating circumstances in which the appearance or possibility of favoritism, impairment of efficient operations or other conflicts of interest exist. Therefore, while [Company] may permit the hiring or continued employment of relatives, spouses and other individuals having a personal or financial relationship with another employee at [Company], the following guidelines will apply:

- Individuals with such a relationship may not work under the same manager;
- They may not create a supervisor/subordinate relationship with a family member
- They may not supervise or evaluate the individual.
- Create an adverse impact on work performance
- Create either an actual conflict of interest or the appearance of a conflict of interest
- They may not be responsible for auditing or reviewing the individual's work.

No organizational relationship will be allowed to exist, regardless of their positions, if it creates a disruption, violates confidentiality rules, is inconsistent with financial audit guidelines, or has a negative impact on the work and business at [Company].

This policy must also be considered when assigning, transferring, or promoting an employee.

- 🔊 **Never terminate someone for marrying another employee.**

Should two employees who work together or supervise each other enter into a personal, non-work related relationship, or who establish a romantic relationship, one or both employees may have to be transferred.

Employees who become immediate family members, because of the marriage of two employees or some other circumstance, may continue employment as long as it does not involve any of the above circumstances. If one of the conditions outlined should occur, attempts will be made to find a suitable position within [Company] where one of the employees can transfer. If employees become immediate family members or establish a romantic relationship, [Company] will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security, or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

If the employees are unable to develop a workable solution, [Company] retains sole discretion as to which

employee will remain with the Company. The President or [HR manager] of [Company] may decide which employee may be transferred in such situations.

[Company] reserves the right to exercise managerial judgment to take such actions relating to employment as may be necessary to achieve the intent of this section. [Company] reserves the right to vary from its guidelines (as outlined in this section) on a case-by-case basis.

It is the responsibility of the employee to notify [Manager] in writing if you are aware of any individual seeking employment at [Company] who is a relative or spouse or who has a personal or financial relationship with you. Employees, in general, and managers, in particular, are expected to bring situations involving themselves, which present a potential conflict, to the attention of the management for appropriate guidance and resolution. Depending upon the circumstances, this may involve, but is not limited to, the reassignment of one or both employees. If reassignment is not possible, termination of employment may be required.

Relatives

If you and members of your family ('relative' as defined above) are employed by [Company], one may not supervise the other nor work in the same department. If the employees are unable to develop a workable solution, the President of [Company] will decide which employee may be transferred in such situations.

Spouse Accepts Employment - or Works for a Competitor

🔊 We suggest you obtain local legal advice on this, since the policy may threaten employee's rights under some state and local laws.

Should your spouse accept employment with a [Company] competitor, [Company] reserves the right to terminate your employment.

🔊 ~ OR ~

Should your spouse be employed with a [Company] competitor, [Company] reserves the right not to hire you or to terminate your employment.

Outside Employment

[Company] expects its employees to devote their full energies, efforts and abilities to their employment with the Company. If an employee wishes to engage in outside employment or other business activities, you should first discuss the proposed employment or activity with you immediate supervisor and then obtain written approval from the [HR Manager] before accepting outside employment. In its sole discretion, the Company may deny such a request, or rescind a prior approval.

Temporary & Contract Workers



Under certain circumstances it may be necessary to hire temporary personnel on a contract basis for a specified period of time for a specified project. Temporary workers are not employees of [Company] and, as such, are not party to the terms and conditions of employment for part-time and full-time employees. They are paid strictly for time worked and are not entitled to any other benefits of employment.

🔊 See the "HR Forms" folder for a sample Independent Contractor agreement

Temporary or contract workers must enter into independent contractor agreements with [Company] prior to performing any services for [Company]. Independent contractor agreements are available from the HR Department Manager. All requests for temporary workers must be approved in advance according to the

guidelines established by [Company]. The manager must ensure that the worker's assignments meet the federal guidelines for independent contractor status and should consult the HR Department Manager if any questions exist. All temporary workers, working at a [Company] or customer site, are subject to the same background verifications and drug screens as regular, active employees of [Company].

If the employment of a temporary or contract worker is anticipated to last beyond one year, the hiring supervisor or manager should contact the HR Department Manager to discuss whether the temporary or contract status is appropriate.

Temporary employees hired through an external, temporary agency are required to meet the criteria of both the temporary agency and those of [Company]. Payment fees will be determined in advance and are reflected in contractual agreement with the agency. Temporary positions filled by the Human Resources Department must meet the standard hiring requirements of [Company]. The HR Department Manager is responsible for the hiring function.

Employee Referral Bonus

- 🔊 Employee referrals have been proven to be one of the most effective methods of recruiting. Implementing an Employee Referral Program is highly recommended.
- 🔊 Good people can be difficult to find. A good reference from someone you know who has experience with a potential candidate can be worth a fortune toward hiring a good employee. We recommend generosity.
- 🔊 In the interest of non-discrimination and in the spirit of providing opportunities for skilled internal candidates, we also encourage you to post all job openings.



[Company] recognizes that you, our employees, are the company's most valuable asset. We know from experience that current employees are often the best resource to draw upon in recruiting productive new employees and that referrals typically yield an equally exceptional group of new employees. In keeping with that philosophy, we continue to offer a bonus program to award those efforts.

Open positions will be posted near employee gathering places such as [bulletin board / lunch room / internal computer network system]. You are encouraged to recommend and refer qualified candidates for employment with [Company]. If you know of someone who would like to work here, we will be glad to consider them for employment. You can get an Employee Referral Form from your [Manager] or the [HR Manager].

What will I get?

- 🔊 Specify dollar amount below – often something like \$500 - \$1000. That's cheap if you think about it, and it keeps your people on the lookout for new employees. Professional recruiters often charge as much as 30% of the employee's annual salary!

Should your candidate be hired by [Company] for a full-time regular position, and if that person satisfactorily completes the Introductory Period, [Company] will award a bonus of \$[000] to any current regular employee as a bonus for the referral. This bonus entitlement does not apply to individuals who are normally responsible for recruiting and hiring functions.

When will I receive my referral bonus?

The bonus will be distributed in two installments of \$[000] each. The first installment will be payable within the first month following the new employee's new hire date. A second installment of \$[000] will follow upon the successful completion of the new employee's 90-day training period. Employment that terminates during or at the conclusion of the 90-day training period will result in only the original \$[000] being awarded.

To ensure the validity of the referral, the new hire must have personally known the current employee prior to an interview for the position (temporary positions excluded) *and*; must have identified that employee on the original application form.

Note: A bonus referral cannot be awarded without the application reflecting the referral as stated above. Referrals that are not received in this manner are not eligible for the bonus program.

Employee Information

Employment Classifications

- ☞ According to the Fair Labor Standards Act (FLSA), a federal law that requires employees to be classified as either eligible for overtime pay and minimum wage requirements (non-exempt) or not (exempt), employers do not have the discretion to determine which employees to classify as exempt or non-exempt. FLSA criteria is based upon job scope, duties and responsibilities. Errors in classification may subject employers to significant liability.
- ☞ Employment classifications can be defined according to the number of hours worked, length of employment, method of payment, and/or eligibility for overtime. The most common employment classifications are full-time, part-time, regular, temporary, exempt and non-exempt employees.
- ☞ In the interest of team-building, you may want to avoid creating an obvious distinction between exempt and non-exempt employees. Many forward-thinking companies are working to bring management and labor closer together - we've developed this Employee Handbook with this in mind.
- ☞ If you pay overtime after eight (8) hours per day, specify the circumstances. In California, for example, the law requires employees be paid overtime pay when they work over eight (8) hours in one day **or** and over forty (40) hours in one workweek. Check with your attorney regarding your state and local laws regarding overtime and modify this policy accordingly.
- ☞ An employee's classification may change from non-exempt to exempt when they are transferred or promoted. Be sure to notify employees immediately if their classification changes. This may help avoid any disputes such as claims for overtime pay. Additionally, the employee and the payroll/HR department should be notified if the change in status increases the employees vacation and PTO accrual rates
- ☞ Please refer to the Manager's Procedures Guide for more information.

Exempt or Non-Exempt Employees

At the time you are hired, you are classified as either as a full-time, part-time or temporary employee. In addition, you are classified as either non-exempt or exempt. This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty (40) hours per workweek. These employees are referred to as “non-exempt” in this Employee Policies Handbook. This means that they are not exempt from (and therefore should receive) overtime pay.

All other policies described in this Employee Policies Handbook and communicated by [Company] apply to all employees, with the exception of certain wage, salary and time off limitations applying only to “non-exempt” employees. If you are unsure of which job classification your position fits into, please ask your manager or the [HR Manager].

Note: See also the section of this Employee Policies Handbook entitled “Compensation” for a full description of compensation and overtime payment policies.

Non-Exempt Employees

Non-exempt employees earn overtime wages for time worked beyond the regular work week (40 hours). Your supervisor or manager must approve all overtime to be worked. Non-exempt employees are required to report their hours using the [Company] [time-clock system / timesheets / computer].

- ☞ How do they report their hours? Complete timesheets? Time clock? Electronically via computer or website?

Exempt Employees

Exempt employees of [Company] are salaried and serve as managers, executives, professional staff, technical staff, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be “exempt” from overtime pay provisions as provided by the FLSA and any applicable state laws. Therefore exempt employees do not earn overtime wages and must submit a time sheet to indicate when they have used paid time off, sick time or time off of work without pay. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

Regular Employees

- ☞ Currently, the term “permanent employee” is considered outdated. Better to use the term “regular “ or “full-time” employee.” Use of the term “permanent” implies a constant employment arrangement and conflicts with the At Will employment provisions.

Employees hired to work on a regular basis for an indefinite period of time are classified as “regular” employees. Such employees may be either full-time or part-time.

Regular Full-Time Employees

- ☞ All definitions of “full-time” presented here and elsewhere must be consistent.
- ☞ The minimum hours specified to be classified as a full-time employee could be thirty (30), thirty-two (32), or thirty-five (35). This number needs to be allowed for by all of your company’s benefit policies and the number of hours specified within each policy should be consistent. For example, if your health insurance carrier allows employees working a minimum of thirty (30) hours to be eligible and your life insurance carrier specifies thirty-five (35) hours minimum, it would then be logical to set thirty-five (35) hours as the minimum hours specified to be classified as a full-time employee.

An employee who has successfully completed their Introductory Period (see the Introductory Period Policy under the ‘Starting to Work’ section for a specific definition) and who works at least [the number of hours meeting full-time criteria] hours per week is considered a full-time employee.

Regular full-time employees are scheduled to work a minimum of [30] hours per week. These employees are eligible for all [Company] benefits subject to individual plan requirements.

Unless otherwise specified, the benefits described in this Employee Policies Handbook apply only to full-time employees.

If you were a regular full-time employee and were laid off, you will be considered a regular full-time employee upon return to work, provided that you were not laid off for longer than one (1) year.

If you were a regular full-time employee and have been on an approved leave of absence, upon return you will be considered a regular full-time employee, provided you return to work as agreed in the provisions of your leave.

Regular Part-Time Employees

- ☞ Fill in your standard work week here. The minimum hours per week could be twenty (20), thirty (30), thirty-two (32), thirty-five (35), or forty (40) as allowed by your company’s insurance.
- ☞ All definitions of “part-time” presented here and elsewhere must be consistent.

Regular part-time employees are regularly scheduled to work fewer than [30] hours per week. With the exception of Workers’ Compensation, unemployment insurance and social security, regular part-time employees are not eligible for the benefits and privileges described in this handbook.

If you are a regular part-time employee, please understand that you are not eligible for benefits described in this Employee Policies Handbook, except as granted on occasion, or to the extent required by provision of state and federal laws.

Temporary Employees

- ☞ If a temporary employee works for your company longer than six (6) months, she/he may become liable for benefits. Check with your attorney on your state and local laws regarding temporary employees and modify this policy accordingly.
- ☞ Temporary employees may be hired from either an outside agency or may be hired directly by you or your Company. If hired internally, you must specify the position is temporary and for a definite period of time or for a specific project.

Temporary employees are hired for part-time or full-time work for a specific project or assignment for a limited period of time, but not usually more than one year. With the exception of Workers' Compensation, unemployment insurance and social security withholdings, temporary employees are not eligible for the benefits and privileges described in this book, including Company benefits, paid holidays, or paid time off.

From time to time, [Company] may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees, interns and seasonal employees are considered temporary employees.

A temporary employee does not become a regular employee by virtue of being employed longer than the agreed upon specified period.

- ☞ Modify the following reference to overtime pay as needed to comply with your state and local laws.

Temporary employees are not eligible for benefits described in this Employee Policies Handbook, except as granted on occasion, or to the extent required by provision of state and federal laws. Those temporary employees classified as “non-exempt” (see the section titled “Non-Exempt and Exempt Employees” below) who work more than forty (40) hours during any workweek will receive overtime pay.

Length of Service

Your hire date or length of service is an important factor in determining your eligibility for many employee benefit programs. Accordingly, the Company will determine your service date according to the following provisions:

Hire Date

Your date of hire as a regular, full-time employee will be the date used to determine eligibility for benefits. Part-time and temporary employment is not considered for benefits eligibility. If you join the Company as a temporary employee and are later hired as a regular employee, your hire date will be the day you begin work as a regular employee. This date will determine your eligibility for <Company> benefits.

Break in Service

A break in service occurs when any type of termination of employment from the Company interrupts your service.

- ☞ Choose to include the policy below, modifying it based on the choices given, or eliminate it entirely.

Bridge of Service

If you are a regular, full-time employee, you will receive credit for earlier service if you:

- Complete [**six** / **twelve**] consecutive months of employment, and
 - Terminate employment and return within [**three/ six** / **twelve**] months of your termination.
 - If the above criteria are met, you will retain your original hire date with the Company. Your balance of earned and unused (or unpaid) sick pay will be restored. Your group insurance benefits will be effective the first day of the month following the date on which you are rehired. [Depending upon the schedule on which your benefits become available.] Paid time off and/or personal/sick time will not accrue during the break in employment.
- 🔊 There are several ways to approach bridging service, if you use it at all. Generally, when an employee leaves on good terms and asks to come back, if they had a good amount of time in to the company already, and haven't been gone too long, they can pick up where they left off. Some companies say that they must have been here for a minimum of six months, some say a year. If your employees' service tends to be shorter lived (as opposed to having many staff members who have been there for ten years), we would recommend you use the six month criteria. Then, whatever term you use for the amount of service required can serve as the limit of time that they have been gone (if you require six months of service in to be considered for bridging, then they cannot have been gone more than six months).

Personnel Records & Administration

The task of handling personnel records and related personnel administration functions at [Company] has been assigned to the [HR Manager]. Questions regarding insurance, wages, and interpretation of policies may be directed to the [HR Manager].

Your Personnel File

- 🔊 Most states have a law on this subject. Some information need not be divulged to an employee under certain circumstances. Check with your attorney on your state and local laws regarding personnel records and modify this policy accordingly.
- 🔊 Personnel files should be kept confidential at all times. Terminated employees, as well as current employees, have the right to review their own personnel file, if requested.
- 🔊 Managers may be granted access to personnel files on a need to know basis.
- 🔊 Prior to releasing personnel records to an outside party, we recommend that you receive a subpoena before producing copies of any personnel documents as well as consulting with your attorney regarding the request.

[Company] retains a record of each employee's work history. Upon request, employees will be given access to their personnel files at reasonable times and at reasonable intervals, or given copies of materials in their personnel file that have been signed by the employee. Please make arrangements with the [HR Manager].

Because personnel files contain personal information, the Company will make all reasonable efforts to maintain the confidentiality of the personnel files. The Company generally refuses to release personnel information to third parties unless there is reasonable protection of your privacy, that you have given your written authorization, or providing the record is required by legal process. If the Company is served with a subpoena or other legal process, it will ordinarily give you notice of the subpoena.

Record Changes Notification

Keeping your personnel file up-to-date is important to you regarding pay, deductions, benefits and other matters. If you have a change in any of the items listed below, please be sure to notify your [HR Manager] as soon as possible.

- Change of beneficiary on Insurance Plan(s) or 401(k) Plan
- Change of work address or work contact phone number
- Driving record or status of driver's license, if you operate any [Company] vehicles
- Exemptions on your W-4 tax form
- Home address
- Home telephone number
- Legal name
- Marital status
- Military or draft status
- Number of dependents
- Person to contact in case of emergency
- Professional License(s)
- Training Certificates

Your Medical Records File

- 🔊 All medical records, including disability, workers' compensation information, and benefit enrollment forms should be kept separately from an employee's personnel file. Information regarding an employee's medical records may not be used or disclosed in the absence of a compelling interest justifying the disclosure of that information.
- 🔊 Note, however, for employers with more than twenty-five (25) employees, any information regarding alcohol or drug rehabilitation programs should be kept separate from all other medical records. This information should not be disclosed even to supervisors unless a need to know is demonstrated.
- 🔊 According to the Confidentiality of Medical Information Act, all employers who receive medical information are required to establish appropriate procedures to ensure the confidentiality and protection from unauthorized use and disclosure of that information. Procedures would include instructions regarding confidentiality to employees handling medical records files, including restricting access to these files.
- 🔊 Prior to releasing any medical information, a signed authorization form from the employee is required.

All medical records, if any, will be kept in a separate confidential file. [Company] maintains this information in the strictest confidence and may not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure.

Employment & Reference Checks

All requests for employee information must be directed to the personnel contact. The only information released will be dates of employment, position title and compensation, and then only when authorized by the employee. No other information should be disclosed to outside parties.

[Company] does not provide letters of reference to current or former employees. Employees, supervisors, or managers may not release any information or discuss the performance of a former employee to outside sources. Only the [HR Manager] may do so. Strict adherence to this policy is required; failure to do so will result in disciplinary action. Any requests of this nature should be referred to the [HR Manager].

[Company] reserves the right to check the information provided by the employee on the employment application and other information provided by the employee at such time as deemed appropriate. False or misleading information on an application or resume is grounds for termination regardless of what is discovered.

Reference Referrals

All requests for references must be directed to the [HR Manager]. No other manager or employee is authorized to release references for current or former employees. [Company]'s policy as to references for employees who have left the Company is to disclose only the dates of employment and the title of the last position held. If you authorize additional disclosure in writing, the Company will also provide a prospective employer with the information on the amount of salary or wage you last earned as an employee of [Company].

Polygraph Protection Act

The federal Employee Polygraph Protection Act of 1988 (EPPA), 29 U.S.C. Section 2001–2009, prohibits most private employers from using lie detector tests on their employees during either pre-employment screening or the course of employment. The law requires that employers display an Employee Polygraph Protection Act notice/poster where employees and job applicants can easily see it. This poster briefly explains the Act, describes examinee rights and details enforcement information.

[Company Legal Name] HIPAA Privacy Policy

☞ If your organization offers insurance benefits, your Human Resources Manager should ensure that employees are notified of the HIPAA Privacy Policy.

[Company] sponsors and self-funds a group health plan (the Plan). Members of [Company]’s workforce may have access to the individually identifiable health information of Plan participants (1) on behalf of the Plan itself; or (2) on behalf of [Company], for administrative functions of the Plan.

The **Health Insurance Portability & Accountability Act** of 1996 (HIPAA) and its implementing regulations restrict [Company]’s ability to use and disclose Protected Health Information.

Protected Health Information. Protected Health Information means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a participant; the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a participant; and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected Health Information includes information of persons living or deceased.

It is [Company]’s policy to comply fully with HIPAA’s requirements. To that end, all members of [Company]’s workforce who have access to Protected Health Information must comply with this Privacy Policy. For purposes of this Policy and [Company]’s use and disclosure procedures, the workforce includes individuals who would be considered part of our workforce under HIPAA such as employees, volunteers, trainees, and other persons whose work performance is under the direct control of [Company], whether or not they are paid by [Company]. The term “employee” includes all of these types of workers.

No third party rights (including but not limited to rights of Plan participants, beneficiaries, covered dependents, or business associates) are intended to be created by this Policy. [Company] reserves the right to amend or change this Policy at any time (and even retroactively) without notice. To the extent this Policy establishes requirements and obligations above and beyond those required by HIPAA, the Policy shall be aspirational and shall not be binding upon [Company]. This Policy does not address requirements under other federal laws or under state laws.

Plan's Responsibilities as Covered Entity

1. Privacy Official & Contact Person

[HR Manager] will be the Privacy Official for the Plan. The Privacy Official will be responsible for the development and implementation of policies and procedures relating to privacy, including but not limited to this Privacy Policy and [Company]’s use and disclosure procedures. The Privacy Official will also serve as the contact person for participants who have questions, concerns, or complaints about the privacy of their Protected Health Information.

2. Workforce Training

It is Company’s policy to train all members of its workforce who have access to Protected Health Information on its privacy policies and procedures. The Privacy Official is charged with developing

training schedules and programs so that all workforce members receive the training necessary and appropriate to permit them to carry out their functions within Plan.

3. Technical & Physical Safeguards & Firewall

[Company] will establish on behalf of the Plan appropriate technical and physical safeguards to prevent Protected Health Information from intentionally or unintentionally being used or disclosed in violation of HIPAA's requirements. Technical safeguards include limiting access to information by creating computer firewalls. Physical safeguards include locking doors or filing cabinets.

Firewalls will ensure that only authorized employees will have access to Protected Health Information, that they will have access to only the minimum amount of Protected Health Information necessary for plan administrative functions, and that they will not further use or disclose Protected Health Information in violation of HIPAA's privacy rules.

4. Privacy Notice

The Privacy Official is responsible for developing and maintaining a notice of the Plan's privacy practices that describes:

- The uses and disclosures of Protected Health Information that may be made by the Plan;
- The individual's rights; and
- The Plan's legal duties with respect to the Protected Health Information.

The privacy notice will inform participants that [Company] will have access to Protected Health Information in connection with its plan administrative functions. The privacy notice will also provide a description of [Company]'s complaint procedures, the name and telephone number of the contact person for further information, and the date of the notice.

The notice of privacy practices will be individually delivered to all participants:

- On an ongoing basis, at the time of an individual's enrollment in the Plan or, in the case of providers, at the time of treatment and consent; and
- Within 60 days after a material change to the notice.

The Plan will also provide notice of availability of the privacy notice at least once every three years.

5. Complaints

[HR Manager] will be the Plan's contact person for receiving complaints. The Privacy Official is responsible for creating a process for individuals to lodge complaints about the Plan's privacy procedures and for creating a system for handling such complaints. A copy of the complaint procedure shall be provided to any participant upon request.

6. Sanctions for Violations of Privacy Policy

Sanctions for using or disclosing Protected Health Information in violation of this HIPAA Privacy Policy will be imposed in accordance with [Company]'s corrective action policy, up to and including termination. The Corrective Action Policy is defined in The [Company] Employee Policies Manual for Staff and Administrators.

7. Mitigation of Inadvertent Disclosures of Protected Health Information

[Company] shall mitigate, to the extent possible, any harmful effects that become known to it because of a use or disclosure of an individual's Protected Health Information in violation of the policies and procedures set forth in this Policy. As a result, if an employee becomes aware of a disclosure of Protected

Health Information, either by an employee of the Plan or an outside consultant/contractor that is not in compliance with this Policy, immediately contact the Privacy Official so that the appropriate steps to mitigate the harm to the participant can be taken.

8. No Intimidating or Retaliatory Acts; No Waiver of HIPAA Privacy

No employee may intimidate, threaten, coerce, discriminate against, or take other retaliatory action against individuals for exercising their rights, filing a complaint, participating in an investigation, or opposing any improper practice under HIPAA.

No individual shall be required to waive his or her privacy rights under HIPAA as a condition of treatment, payment, enrollment or eligibility.

9. Plan Document

The Plan document shall include provisions to describe the permitted and required uses and disclosures of Protected Health Information by [Company] for plan administrative purposes. Specifically, the Plan document shall require [Company] to:

- Not use or further disclose Protected Health Information other than as permitted by the Plan documents or as required by law;
- Ensure that any agents or subcontractors to whom it provides Protected Health Information received from the Plan agree to the same restrictions and conditions that apply to [Company];
- Not use or disclose Protected Health Information for employment-related actions or in connection with any other employee benefit plan;
- Report to the Privacy Official any use or disclosure of the information that is inconsistent with the permitted uses or disclosures;
- Make Protected Health Information available to Plan participants, consider their amendments and, upon request, provide them with an accounting of Protected Health Information disclosures;
- Make [Company]'s internal practices and records relating to the use and disclosure of Protected Health Information received from the Plan available to DHHS upon request; and
- If feasible, return or destroy all Protected Health Information received from the Plan that [Company] still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. The Plan document must also require [Company] to (1) certify to the Privacy Official that the Plan documents have been amended to include the above restrictions and that [Company] agrees to those restrictions; and (2) provide adequate firewalls.

10. Documentation

The Plan's and [Company]'s privacy policies and procedures shall be documented and maintained for at least six years. Policies and procedures must be changed as necessary or appropriate to comply with changes in the law, standards, requirements and implementation specifications (including changes and modifications in regulations). Any changes to policies or procedures must be promptly documented.

If a change in law impacts the privacy notice, the privacy policy must promptly be revised and made available. Such change is effective only with respect to Protected Health Information created or received after the effective date of the notice.

The Plan and [Company] shall document certain events and actions (including authorizations, requests for information, sanctions, and complaints) relating to an individual's privacy rights.

The documentation of any policies and procedures, actions, activities and designations may be maintained in either written or electronic form. Covered entities must maintain such documentation for at least six years.

Policies on Use & Disclosure of Protected Health Information

1. Use & Disclosure Defined

[Company] and the Plan will use and disclose Protected Health Information only as permitted under HIPAA. The terms "use" and "disclosure" are defined as follows:

- *Use.* The sharing, employment, application, utilization, examination, or analysis of individually identifiable health information by any person working for or within the benefits area of [Company], or by a Business Associate (defined below) of the Plan.
- *Disclosure.* For information that is Protected Health Information, disclosure means any release, transfer, provision of access to, or divulging in any other manner of individually identifiable health information to persons not employed by or working within the benefits area of [Company].

2. Workforce Must Comply With Company's Policy and Procedures

All members of [Company]'s workforce who have access to Protected Health Information (described at the beginning of this Policy and referred to herein as "employees" must comply with this Policy and with [Company]'s use and disclosure procedures, which are set forth in a separate document.

3. Access to Protected Health Information Is Limited to Certain Employees

The following employees "employees with access" have access to Protected Health Information:

- Benefits Manager and Benefits Human Resource Assistant who perform functions directly on behalf of the group health plan; and
- Benefits Manager, Benefits Human Resource Assistant, Human Resource Assistant, Payroll Manager, Student Payroll Coordinator and Human Resource Director, who have access to Protected Health Information on behalf of [Company] for its' use in "plan administrative functions".

The same employees may be named or described in both of these two categories. These employees with access may use and disclose Protected Health Information for plan administrative functions, and they may disclose Protected Health Information to other employees with access for plan administrative functions (but the Protected Health Information disclosed must be limited to the minimum amount necessary to perform the plan administrative function). Employees with access may not disclose Protected Health Information to employees (other than employees with access) unless an authorization is in place or the disclosure otherwise is in compliance with this Policy and the use and disclosure procedures.

4. Permitted Uses & Disclosures: Payment & Health Care Operations

Protected Health Information may be disclosed for the Plan's own payment purposes, and Protected Health Information may be disclosed to another covered entity for the payment purposes of that covered entity.

Payment. Payment includes activities undertaken to obtain Plan contributions or to determine or fulfill the Plan's responsibility for provision of benefits under the Plan, or to obtain or provide reimbursement for health care. Payment also includes:

- Eligibility and coverage determinations including coordination of benefits and adjudication or subrogation of health benefit claims;
- Risk adjusting based on enrollee status and demographic characteristics; and
- Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess loss insurance) and related health care data processing.

Protected Health Information may be disclosed for purposes of the Plan's own health care operations.

Protected Health Information may be disclosed to another covered entity for purposes of the other covered entity's quality assessment and improvement, case management, or health care fraud and abuse detection programs, if the other covered entity has (or had) a relationship with the participant and the Protected Health Information requested pertains to that relationship.

Health Care Operations. Health care operations mean any of the following activities to the extent that they are related to Plan administration:

- Conducting quality assessment and improvement activities;
- Reviewing health plan performance;
- Underwriting and premium rating;
- Conducting or arranging for medical review, legal services and auditing functions;
- Business planning and development; and
- Business management and general administrative activities.

5. No Disclosure of Protected Health Information for Non-Health Plan Purposes

Protected Health Information may not be used or disclosed for the payment or operations of [Company]'s “non-health” benefits (e.g., disability, life insurance, etc.), unless the participant has provided an authorization for such use or disclosure or such use or disclosure is required by applicable state law and particular requirements under HIPAA are met.

6. Mandatory Disclosures of Protected Health Information: to Individual & DHHS

A participant's Protected Health Information must be disclosed as required by HIPAA in two situations:

- The disclosure is to the individual who is the subject of the information (see the policy for "Access to Protected Information and Request for Amendment" that follows); and
- The disclosure is made to Dept. of Health & Human Services for purposes of enforcing of HIPAA.

7. Permissive Disclosures of Protected Health Information: for Legal & Public Policy Purposes

Protected Health Information may be disclosed in the following situations without a participant's authorization, when specific requirements are satisfied. [Company]'s use and disclosure procedures describe specific requirements that must be met before these types of disclosures may be made. The requirements include prior approval of the Plan's Privacy Official. Permitted are disclosures:

- About victims-of abuse, neglect or domestic violence;
- For judicial and administrative proceedings;
- For law enforcement purposes;
- For public health activities;
- For health oversight activities;
- About decedents;
- For cadaver organ, eye or tissue donation purposes;
- For certain limited research purposes;
- To avert a serious threat to health or safety;
- For specialized government functions; and
- That relate to workers' compensation programs.

8. Disclosures of Protected Health Information Pursuant to an Authorization

Protected Health Information may be disclosed for any purpose if an authorization that satisfies all of

HIPAA's requirements for a valid authorization is provided by the participant. All uses and disclosures made pursuant to a signed authorization must be consistent with the terms and conditions of the authorization.

9. Complying With the “Minimum-Necessary” Standard

HIPAA requires that when Protected Health Information is used or disclosed, the amount disclosed generally must be limited to the “minimum necessary” to accomplish the purpose of the use or disclosure.

The “minimum-necessary” standard does not apply to any of the following:

- Uses or disclosures made to the individual;
- Uses or disclosures made pursuant to a valid authorization;
- Disclosures made to the Dept. of Labor;
- Uses or disclosures required by law; and
- Uses or disclosures required to comply with HIPAA.

Minimum Necessary When Disclosing Protected Health Information. For making *disclosures* of Protected Health Information to any Business Associate or providers for claims payment/adjudication, plan design and pricing or internal/external auditing purposes, only the minimum necessary amount of information will be disclosed.

All other disclosures must be reviewed on an individual basis with the Privacy Official to ensure that the amount of information disclosed is the minimum necessary to accomplish the purpose of the disclosure.

Minimum Necessary When Requesting Protected Health Information. For making *requests* for disclosure of Protected Health Information from Business Associates, providers or Plan Participants for purposes of claims payment/adjudication, plan design and pricing or internal/external auditing purposes, only the minimum necessary amount of information will be requested.

All other requests must be reviewed on an individual basis with the Privacy Official to ensure that the amount of information requested is the minimum necessary to accomplish the purpose of the disclosure.

10. Disclosures of Protected Health Information to Business Associates

Employees may disclose Protected Health Information to the Plan's business associates and allow the Plan's business associates to create or receive Protected Health Information on its behalf. However, prior to doing so, the Plan must first obtain assurances from the business associate that it will appropriately safeguard the information. Before sharing Protected Health Information with outside consultants or contractors who meet the definition of a “business associate,” employees must contact the Privacy Official and verify that a business associate contract is in place.

Business Associate is an entity that:

- Performs or assists in performing a Plan function or activity involving the use and disclosure of Protected Health Information (including claims processing or administration, data analysis, underwriting, etc.); or
- Provides legal, accounting, actuarial, consulting, data aggregation, management, accreditation, or financial services, where the performance of such services involves giving the service provider access to Protected Health Information.

11. Disclosures of De-Identified Information

The Plan may freely use and disclose de-identified information. De-identified information is health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. There are two ways a covered entity can

determine that information is de-identified: either by professional statistical analysis, or by removing 18 specific identifiers.

Policies on Individual Rights

1. Access to Protected Health Information and Requests for Amendment

HIPAA gives participants the right to access and obtain copies of their Protected Health Information that the Plan or its business associates maintains in designated record sets. HIPAA also provides that participants may request to have their Protected Health Information amended. The Plan will provide access to Protected Health Information and it will consider requests for amendment that are submitted in writing by participants.

Designated Record Set is a group of records maintained by or for [Company] that includes:

- The enrollment, payment, and claims adjudication record of an individual maintained by or for the Plan; or
- Other Protected Health Information used, in whole or in part, by or for the Plan to make coverage decisions about an individual.

2. Accounting

An individual has the right to obtain an accounting of certain disclosures of his or her own Protected Health Information. This right to an accounting extends to disclosures made in the last six years, other than disclosures:

- To carry out treatment, payment or health care operations;
- To individuals about their own Protected Health Information;
- Incident to an otherwise permitted use or disclosure or pursuant to an authorization;
- For purposes of creation of a facility directory or to persons involved in the patient's care or other notification purposes;
- As part of a limited data set; or
- For other national security or law enforcement purposes.

The Plan shall respond to an accounting request within 60 days. If the Plan is unable to provide the accounting within 60 days, it may extend the period by 30 days, provided that it gives the participant notice (including the reason for the delay and the date the information will be provided) within the original 60-day period.

The accounting must include the date of the disclosure, the name of the receiving party, a brief description of the information disclosed, and a brief statement of the purpose of the disclosure (or a copy of the written request for disclosure, if any).

The first accounting in any 12-month period shall be provided free of charge. The Privacy Official may impose reasonable production and mailing costs for subsequent accountings.

3. Requests for Alternative Communication Means or Locations

Participants may request to receive communications regarding their Protected Health Information by alternative means or at alternative locations. For example, participants may ask to be called only at work rather than at home. Such requests may be honored if, in the sole discretion of [Company], the requests are reasonable.

However, [Company] shall accommodate such a request if the participant clearly provides information that the disclosure of all or part of that information could endanger the participant. The Privacy Official

has responsibility for administering requests for confidential communications.

4. Requests for Restrictions on Uses and Disclosures of Protected Health Information

A participant may request restrictions on the use and disclosure of the participant's Protected Health Information. It is [Company]'s policy to attempt to honor such requests if, in the sole discretion of [Company], the requests are reasonable. The Benefits Department is charged with responsibility for processing requests for restrictions.

Starting to Work

Introductory / Training Period

- 🔊 It's generally a good idea to establish a time period for evaluating a new employee to be sure they are suitable for your company. This time period is referred to as an Introductory/Training Period. The Introductory/Training Period was previously referred to as a “probationary period,” but this term has become archaic because it may imply that completion of the probationary period is a guarantee of a permanent employment relationship. Keep in mind that after completion of the Introductory/Training Period, employment essentially remains at will. Please refer to the At-Will Employment Policy, the At-Will Employment Agreement and the Receipt and Acknowledgment of [Company] Employee Handbook.
- 🔊 We believe an employer should be able to hire and fire at will to suit their purposes (without being evil), because your business situation constantly changes and often people cannot deliver what the employer really wants/needs (or both parties perceptions differ...) – the employer takes a chance and hires the employee anyway... employee thinks their performance rocks... employer realizes employee's performance stinks (according to their original desires), and must make a change – of course, this is really what the Introductory/Training Period is all about... you must REALLY evaluate the employee within that time frame that YOU set (usually 90 days), AND have the courage to terminate the employee within the Introductory/Training Period if they don't deliver.
- 🔊 Avoid a great discrepancy between the Introductory/Training Period and the period before an employee qualifies for group insurance. We encourage you to make benefits available immediately, however your insurance carrier may impose certain guidelines that dictate when benefits become effective for new hires
- 🔊 During this period, depending on when benefits are made available, full time employees are not eligible for any paid benefits, including vacation, sick and holiday pay. Syncing up when benefits start with paid benefits as mentioned above, allows consistency in administration of company sponsored benefits....

Your first [thirty (30) / sixty (60) / ninety (90)] calendar days of employment at [Company] are considered an Introductory/Training Period.

This Introductory/Training Period is a “getting acquainted” time for both you, as our employee, and [Company], as your employer. Think of it as an adaptation and adjustment period for the benefit of both the employee and the Company.

During this period, the employee will become acquainted with their work and the people with whom they will be working. In turn, the employee's supervisor will have the opportunity to view them on the job and to determine his or her qualifications as an employee. The supervisor reserves the right to extend the duration of the training period at the supervisors' sole and absolute discretion. Completion of the training period does not mean that the employee has any right to continued employment.

During this Introductory/Training Period, [Company] will evaluate your suitability for employment, and you can evaluate [Company] as well. This Introductory/Training Period will be a time for getting to know your fellow employees, your [Manager] and the tasks involved in your job position, as well as becoming familiar with [Company]'s products and services. Your [Manager] will work closely with you to help you understand the needs and processes of your job.

The supervisor reserves the right to extend the introductory/training period at the supervisors sole discretion. Completion of the introductory/training period does not mean that the employee has any right to continued employment.

During the training period, full-time employees are not eligible for any paid benefits, including vacation, sick and holiday pay described in this Employee Policies Handbook unless otherwise required by law

Initial Performance Review

- 🔊 **BEST PRACTICE:** It's easy to let 3 months or 6 months go by without a performance review. During this brief intro period, you want to make sure your new employee is doing what you want and is happy working for you. Put this policy in place and schedule the reviews for you own management sanity! If the employee does not measure up to your expectations prior to this review, let them go!
- 🔊 “Never carry someone longer than their mother did!” – Jay Shelov
- 🔊 Give your people the best chance to make it in your organization with an early “course correction” (if necessary) – better to have a great performance by the end of the Intro Period vs. trying to straighten them out then.

Attach a link to a simple performance review template that has options for 90-day, quarterly and/or annually...

All new full-time and part-time employees will receive a written performance evaluation at the completion of the first [thirty (30) / sixty (60) / ninety (90)] calendar days of employment. A written performance evaluation must be reviewed with the employee no later than ten (10) workdays following third month anniversary with [Company]. One copy of this written performance evaluation shall be given to the employee and one will be placed in the employee’s personnel file. If, upon evaluation, the individual is found to be unable or unwilling to meet the job requirements, employment may be terminated.

Please understand, however, that completion of the Introductory/Training Period does not guarantee continued employment, as employment is always at-will. You are free to terminate your employment at any time, with or without reason, and [Company] may choose to terminate your employment at any time, with or without reason.

At the end of the Introductory/Training Period, your [Manager] will discuss your job performance with you. This review will be similar to the job performance review that is held for regular full-time or part-time employees on an [annual / quarterly / semi-annual] basis.

A former employee who has been rehired after a separation from [Company] of more than one (1) year is considered an introductory employee during their first [thirty (30) / sixty (60) / ninety (90)] days following rehire.

Anniversary Date

The first day you report to work is your “official” anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Employee Policies Handbook.

New Employee Orientation

- 🔊 The new employee orientation is critical for setting the tone of your company’s investment in employees. We suggest following a consistent new employee orientation program for introducing all new employees to your company. A productive orientation program should present the philosophy of your company, what your employees can expect from you and what you expect from them.

- ☞ Please refer to the [Manager's Procedures Guide](#) for more information. Also, please use the [New Employee Orientation checklists](#), located in the [Forms](#) section, for tracking pre-arrival and first day orientation activities.



On your first day at work, you will be asked to complete employment paperwork. Depending on your department's workload, your [manager] will introduce you to your co-workers and office layout. Please feel free to ask your colleagues any questions not answered during your orientation.

All offers of employment or reemployment will be contingent upon the applicant producing the proper documents to verify their identity and their right to work in the United States. These documents must be presented to the [HR Manager] prior to commencing work on any shift at [Company]. This applies to all full-time, part-time, and temporary employees, including rehired employees.

All new employees at [Company] must complete the employee section of the Form I-9. This form must be completed in ink. It will be the responsibility of the [HR Manager] to examine the new hire's documents to verify if their authenticity. The [HR Manager] will complete the Employer Section of Form I-9; and, if applicable, include the expiration date of employment eligibility. The [HR Manager] will retain a copy of Form I-9 for the employee's personnel file and include in the personnel file notes the name of the [HR Manager] who examined the new employee's or re-hired employee's Form I-9 documents. In the event that a potential hire or a rehire cannot produce proper documentation as related to Form I-9, notation must be included on the employer section of Form I-9: "Documents Not Provided - Not Hired."

Temps & Contractors

Temporary or contract employees should report to the [HR Manager] on their first day of work to comply with federal immigration laws and to complete the necessary paperwork. All new temporary or contract employees will be expected to attend an orientation session regarding the company's general standards of conduct, etc.

Work Schedule

Business Hours

- ☞ Define the company workweek and the time allotted for your meal and break periods. This policy should be consistent with the [Meal Period Policy](#) discussed later in this section.
- ☞ Consider offering alternative work arrangements such as telecommuting, flex time or job sharing.
- ☞ Please see the [Manager's Procedures Guide](#) for more information on flexible work arrangements.

Our regular operating hours are from [8:00 a.m. to 5:00 p.m.] [week days your company is open, for instance, Monday through Friday]. The normal workweek consists of five (5) days, each eight (8) hours long, Monday through Friday.

Your particular hours of work and the scheduling of your meal period will be determined and assigned by your [Manager]. Most employees are assigned to work a forty (40) hour workweek. You are required to take a [Consider 1 hour, 30 minutes, 45 minutes or any other flexible arrangement]. Should you have any questions concerning your work schedule, please ask your [manager].

Each [Manager] is authorized to change the beginning and ending of daily working hours and/or the hour for lunch to meet special work requirements, handle emergencies, or better serve our customers and/or the public interest. [Company] can increase or decrease any employees hours, or change the employee's scheduled starting or ending times, as the [Company] deems appropriate.

Work schedules for temporary, seasonal, and part-time employees may be established on an individual basis and may vary from workweek to workweek. Your [Manager] may consider such factors as workload demands, amount and type of available funding, and employee skills when determining work schedules.

 NOTE - All employees may be required to work weekends and evenings from time to time depending upon need.

Attendance

Punctuality and regular attendance are essential to the efficient operation of the Company. [Company] would like you to be ready to work at the beginning of your assigned daily work hours, and to reasonably complete your projects by the end of your assigned work hours.

Employees are expected to report to work as scheduled, on time and prepared to start work. You are also expected to remain at work for your entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided and may result in disciplinary action.

Please tell your [Manager] if you will be away from your work station for an extended period of time and when you expect to return.

If you are unable to report to work, or if you will arrive late, please contact your [Manager] immediately.

Lateness / Tardiness

 “The late Mr./Ms. _____” Do you want to be called, “The late ____”?

We hired you because we need your efforts to be successful. When you are not here, you cannot contribute to our success, and the responsibility of your work is placed on other employees. If you're arriving to work late, please let your [Manager] know when you expect to arrive for work.

Excessive tardiness is not conducive to your success or ours and will not be tolerated. Excessive reprimands for tardiness within twelve months may be cause for disciplinary action up to and including termination, unless mitigating circumstances apply.

 Some employers want to define this very specifically; it is important to be certain that you have some flexibility with responding to specific employee situations which may have mitigating circumstances, but at the same time assuring that you are approaching discipline for this problem consistently.

Absences

From time to time, it may be necessary for you to be absent from work. [Company] is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. [Sick days / PTO / vacation / personal days] have been provided for this purpose.

However, when an absence is unavoidable, you *must* notify your [Manager] or the [HR Manager] use as soon after starting time as possible. If you are unable to call in yourself because of an illness, emergency or for some other reason, please be sure to have someone call in for you. If you are unable to reach a manager, you should call the next level manager. If you must leave during regular hours, the supervisor should be notified as soon as possible.

 Be consistent with the same entry in the Termination section of the Employment Policies section.

If you know in advance that you will need to be absent, please request this time off directly from your [Manager].

Absence from work for three (3) consecutive days without notifying your [Manager] or the [HR Manager] will be considered a voluntary resignation and will be cause for termination of employment.

If you are absent because of an illness for three (3) or more successive days, your [Manager] may request that you submit written documentation from your doctor stating you are able to resume normal work duties before you will be allowed to return to work. If you are absent five (5) or more days because of an illness or injury, you could be eligible for the [your company's short term disability program, for instance, the state or private carrier insurance] disability program.

A consistent pattern of questionable absences can be considered excessive, and may be cause for concern. In addition, excessive lateness or leaving early without communicating to your [manager] will be considered a "lateness pattern" and may carry the same weight as an absence. Other factors, like the degree and reasons for the lateness, will be taken into consideration. However, please understand that [Company] needs you on the job and that your "reasons" are your responsibility to manage effectively to enable you to be on the job on time and with your full attention.

Excessive excused absences will be considered on an individual basis. Your [Manager] will make a note of any absence or lateness, and their reasons, in your personnel file. Please be aware that excessive absences, lateness or leaving early may lead to disciplinary action, including possible dismissal.

Note: Information on the types of leaves offered and their qualification criteria are included in the "Leaves" section of this Employee Policies Handbook.

Break & Meal Periods

- ☞ Breaks or rest periods must be paid for as time worked. They help promote employee efficiency and are primarily for the benefit of the employer. Such breaks are not required by the FLSA, but may be required under state law.
- ☞ Employers do not have to consider meal periods as paid working time if the employee is relieved of all duties and responsibilities. Generally, the meal period must be at least thirty (30) minutes long to be considered non-work time. It is a good idea to strongly encourage your employees to take their meal period away from their work station.
- ☞ State laws vary on this; some states allow up to five and one half (5-1/2) hours work without requiring a meal break. Check with your attorney and modify this policy as needed.
- ☞ California Labor Code 227 states more stringent requirements around hours of work and the associated standards around rest periods and meal periods. For every 4 hours worked 10 consecutive minutes of paid break should be provided and should occur as near as possible to the middle of the work period. A 30 minute meal period be provided for every work period of more than 5 hours.
- ☞ In California a "Penalty Hour" exists for each workday an employer fails to provide an employee a rest period or meal period as required, the employee is owed one additional hour of pay at the employee's regular rate. This penalty is also incurred if the meal period is not taken by the 5th hour of the work period. Your time sheet should include break boxes or each day worked in which the employee initials as documentation that a break was provided.
- ☞ Breaks may not be combined with or added to meal periods, even at an employee's request. Nor should they be used to allow an employee to come in late or leave early.



You are entitled to two (2) fifteen (15) minute paid breaks each 8 hour work day. Normally, these breaks will be scheduled at each 4 hour interval, one prior to your meal period and one after your meal period. These breaks should be scheduled with your [Manager]. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times.

If you work longer than four (4) hours, you will be given an unpaid meal period. The time when meal periods are scheduled varies among departments, depending on the needs of each department. You are requested not to perform any work during your regularly scheduled meal period. It is important to return to work on time at the end of your meal period.

[Manager]s are authorized to control and set the time for breaks so they are scheduled in a manner that maintains the smooth flow of department business.

Employees cannot forego breaks in order to take a longer lunch or to leave work early.

Breaks cannot be used in setting flextime hours or accumulated for taking extra time off from work.

Meal Room Facility

For your convenience and comfort, [Company] provides a [cafeteria / meal room]. This area is for everyone's use. It is your responsibility to do your share in keeping this facility clean and sanitary.

🔊 Please select one (1) of the following two (2) options.

Please remember to use containers with reliable seals and label your food with your name and date. Food stored in the refrigerator for a period of more than [enter the number of days allowed for food storage] days will be disposed of.

🔊 -- OR --

The refrigerator is cleaned out every [for example, every Friday].

Low-Need Time

🔊 The purpose of this policy is to provide procedures for a temporary reduction of work hours.

In the event that scheduled staff exceeds staffing needs, your [Manager] may need to temporarily reduce your working hours. This temporary reductions in hours (low-need time) will be utilized in blocks of one hour or more on the basis of seniority. Low-need time is non-paid time and will not result in the loss of benefits.

If the [Manager] knows far enough in advance of the need to reduce staff, or the reduction involves a shift currently working, the manager will first request volunteers. If there are no volunteers or volunteering is not possible, the [Manager] will assign low need time on a seniority basis – within the same job classification unless specific skills are required. The lowest seniority person scheduled on a shift will be required to take the low-need hours. If more low need hours are necessary, the hours will be given to the next lowest seniority person scheduled for that shift.

Low need time can also be used for shifts currently working if staffing requirements decrease during the shift. Low need time in this situation will also be assigned on the basis of seniority.

Prior to assignment of low-need time, the [Manager] may explore the possibility of shifting the employee to another area in which the employee is suitably qualified.

Employees who are assigned low-need time prior to the start of a shift will be given a minimum of two hours' notice. If a minimum of two hours is not provided, then the employee will be paid the difference between two hours and the actual notice given.

Employees who have reported for a shift, and are assigned low need time, will be paid a minimum of two hours or for the time actually worked, whichever is greater.

Severe Weather & Emergency Conditions

🔊 This is more of a company internal policy/preference, but is not employment law. This is great for the employee, but not so much for the employer...



In the event of severe weather conditions or other emergencies, the President or your [Manager] may decide to close [Company] for the remainder of the day. As such, you will be notified as soon as possible by your [Manager]. No loss of pay will occur as a result of early dismissal for this reason. Likewise, if you report to work and find that

[Company] is unexpectedly closed due to an emergency, no loss of pay will occur.

If your [Manager] asks that you remain at work to complete assigned work duties after [Company] has closed because of severe weather conditions or another emergency, you will be paid at [regular time / time and one half / double time] for the remaining hours that you work beyond the announced closing time.

Any employee who was on a previously approved leave day during a declared emergency, shall not be charged leave for the emergency period.

Compensation

- ☞ An integrated total compensation philosophy is the framework for an effective compensation program. Compensation is a critical vehicle to be aligned with your company's strategic goals and objectives. Before developing your compensation philosophy, you might begin with your company's mission, business strategy and plans, and organization design and structure.

The objective of [Company]'s compensation philosophy is to attract good employees, meet the needs of all current employees and encourage well-performing employees to stay with our organization. With this in mind, our compensation program is built to balance both employee and [Company] needs.

- ☞ This philosophy will also outline how your company will address such issues as the relationship of performance to pay, the role of incentive pay and stock options, and pay practices relative to market (defined as external equity or comparison of the company's pay structure to that of its competitors).
- ☞ All employers, regardless of industry or size, have similar objectives in their compensation programs. These usually include attracting, retaining, and motivating qualified employees.

Payroll Contact

The [HR Manager] is available to assist you with any questions you may have regarding wages, paychecks, etc.

- ☞ In small companies, the payroll contact is often the personnel/HR contact as well, but it is important that employees know where to go to get their questions answered.

Wage & Salary Policies



Compensation Philosophy

It is [Company]'s desire to pay all employees' wages and salaries that are consistent with job performance and comparable rates competitive with other employers for similar work in the marketplace in a way that will be motivational, fair and equitable.

As a result, we frequently assess outside sources and competitors for external equity, as well as reviewing job classifications within the organization to be sure that positions of similar responsibility, and individuals of comparative experience, tenure and performance are correspondingly compensated.

[Company] applies the same principles of fairness to all employees, regardless of organizational level, race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

Compensation may vary with individual and company performance and in compliance with all applicable statutory requirements.

Basis for Determining Pay

- ☞ Please use the Job Description Form, located in the Forms folder, for creating job descriptions for each employee.
- ☞ The scope of an employees job duties can change depending on business needs and that the supervisor along with the management team should consider reviewing the job description annually or as needed.

Several factors may influence your rate of pay. Some of the items [Company] considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (external equity), what [Company] pays their employees in comparable positions (internal equity), and individual as well as [Company] performance. It is [Company]'s goal to have a current Job Description on hand which broadly defines your job responsibilities.

Wages

Wages include all compensation you receive for services performed. This may be in cash or in other forms and includes:

- Salaries
- Paid time off allowances
- Bonuses, if applicable
- Commissions, if applicable

All of your earnings are paid through the [Company] payroll system and are subject to federal, state, and city taxes. Where federal, state, and city tax regulations require reporting of wages, the Company will adhere to these requirements.

Computing Pay

[Company] will compute your time on the basis of [an eight (8) hour workday / a forty (40) hour work week / a fifty-two (52) week work year / a twelve (12) month work year].

Time Records

- ☞ Rules should prohibit employees from recording another person's time, causing another employee to record time for her/him, or failing to record her/his time. They should also forbid signing in too soon or out too late without authorization. "Falsifying" time cards is considered theft of time and could be considered cause for dismissal. We recommend that all Time Records be authorized by supervisors before submitting them to your payroll department or service.

By law, we are obligated to keep accurate records of the time worked by employees. This is done by [time sheets / clock cards / other written documentation].

You are responsible for accurately recording your time. No one may record hours worked on another's timecard or timesheet. Tampering with another's time record is cause for disciplinary action, up to and including possible termination, of both employees. In the event of an error in recording your time, please report the matter to your [Manager] immediately.

Payroll Deductions

- ☞ Mandatory deductions include federal, state and local income tax withholdings, certain state disability deductions, authorized deductions for health/life insurance, and tax deferrals.

Mandatory deductions from paychecks are made in accordance with state and federal regulations. The Company will only withhold other deductions when authorized in writing by you, by a court order, or by

the IRS.

[Company] is required by law to make certain deductions from your paychecks. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your paycheck stub. The amount of the deductions will depend upon your earnings and on the number of exemptions you claim your W-4 form. If you wish to modify this number, please request a new W-4 form from your [Manager] immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever [Company] is ordered to make such deductions.

 **Note:** Please see “Wage Garnishments” later in this section for further information.

Paycheck Distribution

 Describe the method(s) of paycheck distribution applicable for your company.

Paychecks will be [distributed by your manager, supervisor, team leader, or designated company representative / placed in your “In” basket / mailed to your home address / directly deposited to the checking or savings account you specify] on the pay dates specified above.

Automatic Direct Deposit

 If you have direct deposit capability, include the following policy.



[Company]’s method of payroll is by automatic deposit. Direct payroll deposit is the automatic deposit of your pay into the financial institution account(s) of your choice. All financial institutions that are members of the Automated Clearing House Association are eligible for this service.

 If you don’t have direct deposit, we highly recommend implementing this. It is easier on both the employees and the employer, and generally saves you money.

Automatic deposit is efficient, and [Company] feels the employee’s time is valuable. [Company] is confident employees will enjoy the convenience of automatic payroll deposit. You may elect to have your pay deposited directly into a specified bank account—either their checking or savings account, or a little in both, if you prefer.

In addition, it may be possible for you to authorize [Company] to make additional deductions from your paycheck, such as for Christmas Clubs, credit union loan payments, or payroll savings plans. Please contact your [Manager] for details and the necessary authorization forms.

 Check with your payroll processor or bank for the time frame that is applicable. Always under-promise, leave yourself some leeway in the event that there is some glitch in the system. Most banks will tell you that they will only guarantee that the deposit will be in the account 48 hours after processing, but in practice, most of them are available within 24 hours.

The accounts of all employees must go through what is called a “pre-note” process before auto deposit takes effect. During a pre-note process, your bank and [Company] works together to ensure accuracy of all account numbers by comparing information. This process will mean a loss of automatic deposit for one pay period, thereby requiring that their paycheck be mailed to your home.

In the following pay period, the paycheck will be directly deposited into the employee's bank account.

In addition, if you should ever change bank accounts, account numbers, name or social security number, you must contact their [Company] branch office, as these changes will also cause the pre-note process to occur.

- The employee's paycheck stub, with all payroll information, will be mailed out each payday to the employee's home (or other [Company] approved location) two days prior to the pay date.
- Semi-monthly pay dates are the 15th and the last day of each month. Should those dates fall on a Saturday or Sunday, the employee will be paid on the previous Friday.
- Bi-weekly pay dates are every two weeks with Friday being the pay date.
- Weekly pay dates are every Friday. Paychecks will be mailed on Wednesday to the last known address.

Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your [Manager] immediately. He/she will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

Pay Period & Hours

- 🔊 State when your workweek starts and ends - indicate the cut-off time for each pay period.
- 🔊 This aspect is already defined by the way you set up your payroll in the beginning, but it is always good to clarify so that the definition of when the '40 hours' used for calculating overtime starts and ends is clear.

For payroll purposes and calculation of overtime, a workweek begins each Sunday at 12:01 a.m. and ends Saturday at 12:00 a.m. Non-exempt employees must submit a completed and approved time sheet to the Payroll Department by the Tuesday before payday.

- 🔊 We have provided three (3) sample pay cycle policies for you to consider. Choose the sample that best suits your company's needs, and modify the text as necessary.
- 🔊 Bi-weekly is one of the most common and easiest to administer.

Bi-Weekly Pay Cycle

Payday is normally on every other [specify pay date - for example, Friday] for services performed during [specify the pay cycle - for example, the two (2) week period ending the previous Saturday at 12:00 midnight]. The bi-weekly pay schedule is made up of twenty-six (26) pay periods per year.

🔊 ~ OR ~

Weekly Pay Cycle

Payday is normally on [specify pay date - for example, Friday] for services performed during [specify the pay cycle - for example, the one (1) week period ending the previous Saturday at 12:00 midnight]. The weekly pay schedule is made up of fifty-two (52) pay periods per year.

🔊 ~ OR ~

- 🔊 You may find this schedule easiest if all of your employees are salaried on a monthly basis.

Semi-Monthly Pay Cycle

Payday is normally on [specify the pay dates for each month - for example, the 5th and the 20th] of every month for services performed during [specify the pay cycle - for example, the period ending five (5) days previously for the end of the prior calendar month and the 15th of the month respectively]. The semi-monthly pay schedule is made up of twenty-four (24) pay periods per year.

Your paycheck stub will outline total earnings to date, mandatory deductions required by federal and state laws, and any voluntary deductions which you have authorized.

Changes will be made and announced in advance whenever [Company] holidays or closings interfere with the normal pay schedule.

Time Reporting

Non-exempt employees are required to maintain weekly time reports. It is your responsibility to accurately record daily starting and ending times, lunch periods and any time other than scheduled breaks.

Employees classified as “exempt” submit time reports only to reflect used paid time off, sick or bereavement leave, or time off work without pay.

🔊 How do they report their hours? Complete timesheets? Time clock? Electronically via computer or website? If you have time clocks or an electronic time keeping system, you will want to determine and clearly state if exempt employees must use this. If, for instance, you bill clients for specific time spent by employees, you may want to consider having everybody report time.

Timesheets / Timecards

A timesheet or timecard will be kept by each employee to show actual hours worked. Employees' timesheets/cards must be signed by each employee and their appropriate supervisor. They may not be altered except when initialed by both employee and supervisor. Falsification or collusion to falsify a timesheet/card is a basis for dismissal.

Non-Exempt employee's requesting to make-up time should submit a “Make-Up Time Request Form” to their supervisor for each request. If make-up time is approved, the form should be attached to the employee's timesheet/card for appropriate payroll processing and record keeping. The "Make-Up" hours should be recorded on the timesheet/card.

Hours will be faxed or emailed into [Company] for preparation of payroll. (See [Company] Payroll Schedules.)

For salaried exempt and non-exempt employees paid on a semi-monthly basis, the pay periods are the first through the fifteenth of the month, and the sixteenth through the end of the month. Nonexempt hourly employees follow the dates on the semi-monthly pay schedule provided to each employee and office location.

Bi-weekly pay dates are every two weeks with Friday being the pay date. (See Bi-Weekly Payroll Schedule.)

Weekly pay dates are every Friday. Paychecks will be mailed on Wednesday to the last known address.

If an employee is planning on being out of the office, or is absent due to illness, please arrange for a fellow employee or the office manager to turn in the timesheet. Late timesheets could delay the employee's paycheck. *Keeping the time sheet up-to-date and turning it in on time is your responsibility.*

(This policy may not apply to those employee's in special work fields, or to those who are covered by an alternative work schedule. Please check with the [Company] office if there is a question on an employee's status.)

Paychecks /deposits may be delayed if the timesheet/card is not received, is incomplete, unsigned, or the information is incorrect as these problems interfere with calculating the amount due to you.

Overtime

- ☞ This policy applies to “non-exempt” employees only. The general rule under the FLSA is that all covered employees must be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of forty (40) in a one-week period.
- ☞ Overtime pay for work in excess of eight (8) hours per day is only required in certain states. Check with your attorney on state and local laws regarding overtime and modify this policy accordingly.
- ☞ You may have the option of offering a four- (4) day, ten- (10) hour per day workweek without paying overtime. Again, check with your attorney on state and local laws and modify this policy accordingly.
- ☞ You may not have to include hours not worked in computing eligibility for overtime pay (for instance, sick days and holidays).

From time to time, non-exempt employees, either salaried or hourly, may be required to work overtime. Overtime will be paid to non-exempt employees in accordance with state and federal wage and hour laws as follows:

All overtime must be approved in advance by your [Manager].

One and one-half (1½) times the base wage for approved hours worked in excess of forty (40) hours in one week. (Holidays, paid time off days, bereavement leave, jury duty, etc. are not counted toward hours worked).

If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation day, or paid sick time, those hours not worked [will / will not] be counted as hours worked for the purpose of computing eligibility for overtime pay.

Please note if you are a non-exempt employee on an approved flexible work arrangement, overtime hours will be computed only on those hours worked in excess of a forty- (40) hour workweek.

Flex Time

Employees may request a flexible schedule. Since the use of flexible hours may not be compatible with all work operations, flextime must be approved in advance by the supervisor or manager. In addition, the supervisor or manager is authorized to temporarily change the flextime schedule as necessary to accommodate special work requirements. All work units should ensure that offices serving the public are adequately staffed between 8:00 a.m. and 5:00 p.m. Flextime does not change the standard workweek. Flextime schedules must be established in writing.

On-Call Pay

- ☞ For those employees who have arrangements with the company to be paged or called when needed at work, particularly over weekends and during non-work hours, “on call” compensation may have to be considered. Recently, questions have arisen due to the increased use of beepers and cellular phones used to notify employees to return or report to work during their off hours. If employees are required to wear a beeper but are not limited in conducting personal business, this “on call” time is probably not required to be paid. However, if an employee is limited in the geographical radius in which he/she can move, then they probably need to be compensated. In other words, the greater the restrictions, the more likely the “on call” time is required to be paid.

- ☞ State law may specify minimum call-in/call-back times (the amount of time in which the employee must respond to a page or call). In some states, if you call an employee back to work, a minimum of four (4) hours of pay is required. Actual time worked may be less, and overtime rates may apply. Check with your attorney on your state and local laws regarding this and modify this policy accordingly.

Occasionally, your department may ask you to return to work after you have left the premises for the day, or you may even be asked to work on weekends or holidays. If this occurs, you will be guaranteed a minimum of [enter the minimum number of hours the employee will be paid] hours of pay, or the actual time worked, whichever is greater. On-call hours will be paid at [one and one-half times your base rate / regular time].

Shift Premium

- ☞ Utilize the following policy only if your company has second or third shift operations.
- ☞ Depending on the industry, state law, or union influence, the rate of pay may or may not vary by shift.
- ☞ Paying a “shift premium” is not part of base pay and therefore isn’t paid if the employee’s shift changes to a normal shift.

[Company] assigns certain employees to work on a second or third shift operation. These people may be paid an additional amount over and above the regular rate of pay for that job as a shift premium.

Travel Time

Time spent traveling on [Company] business, in excess of one (1) hour, may be included in regular hours worked after deducting the comparable time for travel to and from home and regular place of employment. Personal autos used for business will be reimbursed at the prevailing IRS mileage allowance. The mileage reimbursement rate covers all vehicle expenses including gas, insurance, and depreciation. It is important that you consider company time when traveling to job sites and vendors, so that any personal errands you might complete do not impact your effectiveness in meeting your company responsibilities.

Working on Company Holidays

- ☞ Consider the rate at which you wish to pay employees for working on a company holiday. Normally companies will pay at least overtime pay, as defined above, for work performed on a holiday.

Full-time “non-exempt,” those employees who are eligible for overtime pay in accordance with the Fair Labor Standards Act, employees who work on a company holiday are considered to have worked overtime on that day and will be paid [overtime / double-time / regular pay plus overtime] for hours worked, regardless of the number of hours worked during that same work week.

 **Note:** Please see the Holiday Policy in the section titled “Paid Leaves” of this Employee Policies Handbook for further information.

Make-Up Time Policy

- ☞ You may want to allow the use of make-up time when non-exempt employees need time off to tend to personal obligations. It may not be possible to honor all such requests.



Employees may take time off and then make-up the time later in the same workweek, or may work extra hours earlier in the workweek to make-up for time that will be taken off later in the workweek. **Make-up time worked will not be paid at an overtime rate, even if it is worked in that week.**

Make-up time requests must be submitted in writing to the employee's supervisor

using the [Company] “Make-Up Request Form” with the employee’s signature on the form prior to working the extra hours. Requests will be considered for approval based on the legitimate business needs of the company at the time the request is submitted. A separate written request is required for each occasion the employee requests make-up time.

If the employee requests time-off that they will make-up later in the week, they must submit their request at least 24 hours before the desired time-off. If the employee asks to work make-up time in advance in order to take time-off later in the week, they must submit their request at least 24 hours before working the make-up time. The employee’s make-up time request must be approved in writing before they take the requested time-off or work make-up time, whichever is first.

All make-up time must be worked in the same workweek as the time taken off. The company’s seven day workweek is Monday through Sunday.

Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation. This includes employees who are working an alternative work schedule.

If the employee takes time-off and is unable to work the scheduled make-up time for any reason, the hours missed normally will be unpaid. However, the employee's supervisor may arrange with the employee another day to make-up the time, if possible, based on scheduling needs. If they work make-up time before they plan to take off, they must take that time-off, even if they no longer need the time off for any reason. Please refer the “Make-up Time Request Form.”.

An employee's use of make-up time is completely voluntary. The company does not encourage, discourage or solicit the use of make-up time.

Compensatory Time Off

🔊 THIS IS NO LONGER LEGAL IN CALIFORNIA!!!!

🔊 This is a recommendation not a required policy.

🔊 Consider one of the following optional policies, as employers are not required to offer comp-time in lieu of overtime. If you wish to have this policy apply only to non-exempt employees versus all employees, please specify accordingly.

[Company] does not offer compensatory time off, (“comp time”), to any [Company] employee in lieu of overtime pay for overtime hours worked.

🔊 ~ OR ~

Non-Exempt (or Hourly) Employees

If you are a non-exempt employee, you may take compensatory time off in lieu of overtime pay if agreed to in writing before the overtime is worked. The compensatory time is earned at the same rate as overtime pay. Any compensatory time must be used within the pay period it is earned.

Exempt Employees

If you are an exempt employee who is required by your supervisor to work continuous, extensive extra hours, you may, at the discretion of your manager, take compensatory time off work. You are not entitled to receive compensatory time off on an “hour for hour” basis, nor are you entitled to any extra pay in lieu of comp time.

Federal law limits compensatory time accrual to 240 hours. Supervisors or managers may establish accrual limits less than 240 hours. Each supervisor or manager may, at his/her discretion, permit or require an employee to take compensatory time off at specific times in order to have the least impact on operations. [Company] gives employees the option of receiving compensatory time off (“comp time”)

instead of overtime pay for overtime hours worked. Comp time instead of overtime pay will be allowed if the time off is taken in the same pay period the overtime is worked. Accrued compensatory time must be taken before vacation leave can be used, provided this does not cause the employee to lose vacation due to state maximum accruals. Accrued compensatory time must be exhausted before a leave without pay begins. All comp time off must be given at the rate of one and one-half (1.5) hours for each hour of overtime worked. Comp time scheduling will be done on a prior approval basis, and will be scheduled to meet both the needs of the employee and [Company].

Payroll Advances

- 🔊 FYI, payroll advances are considered a loan and the employer has no legal recourse to collect the money if the employee does not fulfill the hours of work needed to cover the advance. You may not deduct any amounts due from their final paycheck if terminated. (Ask your attorney to be sure for [State].)
- 🔊 Should you decide to allow a payroll advance, repayment terms should be clearly established and discussed and put in writing prior to the loan and so stated on the “Check Request” form. Also, take a look at the “Payroll Deduction Authorization” form/agreement.

In emergency situations, [Company] may grant you an advance on your next payroll. Please see your [Manager] for further instructions.

Wage Garnishments

- 🔊 A wage garnishment involves a court order to attach the employee’s earnings in order to pay off a debt which the employee has incurred. In some states, a wage garnishment is known as a “wage attachment” or “income execution.”
- 🔊 The federal Wage Garnishment Law limits the amount of disposable earnings (calculated by subtracting all deductions required by law from an employee’s gross earnings) that can be garnished by creditors. Garnishments cannot exceed the lesser of 25 percent of disposable pay, or the amount by which disposable pay for the week exceeds thirty (30) times the federal minimum wage.
- 🔊 Based on the Consumer Credit Protection Act (Title III), no employer may discharge any employee because his/her earnings have been subjected to garnishment for any one garnishment.
- 🔊 States establish different standards regarding the number of garnishments that may be filed. Check with your state labor department or judicial administrator’s office for more information.

[Company] must adhere to legally imposed wage assignments and garnishments and will not modify the terms of those legal arrangements unless ordered to by a court. We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage garnishments. However, when court-ordered deductions are to be taken from your paycheck, you will be notified.

[Company] acts in accordance with the federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from your paycheck. [Company] will deduct nominal administrative costs allowed by statute of complying with wage assignment and garnishment orders.

 **Note:** Please see the Mandatory Deductions from Paycheck Policy earlier in this section for further information.

Temporary Employees

A temporary or contract employees will be hired for a specified project or time frame. Temporary or contract employees work an irregular schedule of fewer than 20 hours per week. Those employees in a non-exempt, temporary position will be paid by the hour. A temporary employee in an exempt position will be paid according to the terms of hire for that individual. [Company] does not provide additional

compensation or benefits to temporary employees.

Temporary or contract employees are not eligible to accrue vacation or personal time and are not eligible to receive regular employee benefits. A temporary or contract employee working beyond 40 hours in one workweek (Monday through Sunday) will be compensated at time-and-one-half of his/her hourly rate for all hours worked beyond 40.

🔊 This is a legal requirement of the Fair Labor Standards Act (FLSA)

Performance Management

- 🔊 Set standards for performance to assure fairness and avoid discrimination charges.
- 🔊 What if everyone in the company had their own graph measuring some key aspect of their performance?
- 🔊 Please see the Manager's Procedures Guide for additional information on performance review guidelines. Also, refer to the performance review forms in the Forms section.

Performance Evaluations

Performance evaluations are important tools to be used to encourage efforts that drive the strategic business direction of [Company]. The purpose of such evaluations is to provide both you and your manager with the opportunity to discuss your job tasks, encourage and recognize strengths, identify and correct weaknesses and discuss methods for improving your performance. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a bonus, a promotion, or continued employment. Compensation adjustments and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the sole discretion of [Company]

In addition to formal performance evaluations, [Company] encourages you and your manager to discuss your job performance on an ongoing basis.

Performance Reviews

- 🔊 If your company conducts compensation reviews simultaneously with performance reviews, edit this policy accordingly and delete the policy on "Compensation Reviews" later in this section.
- 🔊 If your company is on an annual review system, you have the choice of implementing an Anniversary Review System or a Focal Review System. Anniversary-based reviews are tied to the employees' date of hire and focal-based reviews entail evaluating all employees in the same month, regardless of their date of hire.

Because we want you to grow and succeed in your job, [Company] conducts a formal review [one (1) / two (2)] times per year for each employee. New employees may be reviewed near the end of their Introductory Period. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

- 🔊 The areas in which an employee's performance will be measured should be made clear to the employee in advance. It may vary depending on the nature of the position and work. For example, criteria for managers may be different from non-supervisory personnel. Remember, nothing in the performance review should be a surprise to the employee.
- 🔊 Please edit the following list of criteria as needed.

During a formal performance review your [Manager] may cover the following areas:

- Attitude and willingness to work.
- Quality and quantity of your work.
- Initiative and teamwork.
- Problem solving skills.
- Customer service orientation.
- Attendance.

- Ongoing professional growth and development.
- Strengths and areas for improvement.

Additional areas may also be reviewed as they relate to your specific job.

Your review provides a golden opportunity for collaborative, two-way communication between you and your [Manager]. This is a good time to discuss your interests and future goals. Your [Manager] is interested in helping you to progress and grow in order to achieve personal as well as work-related goals - perhaps he/she can recommend further training or additional opportunities for you. The performance review gives your [Manager] an opportunity to suggest ways for you to advance and make your job at [Company] more fulfilling.

Your [Manager] can answer any questions you may have about the performance review process.

Compensation Reviews

- 🔊 We suggest companies consider increasing the use of bonuses and incentives and not automatically raising base pay every year. How might you measure employee productivity and reward performance accordingly?
- 🔊 A compensation review often accompanies a performance review, and is intended to determine if a raise is warranted. In fact, compensation increases should be directly linked to performance ratings.
- 🔊 Don't commit yourself to cost-of-living increases unless required by a union contract. Make all raises based on merit.
- 🔊 The sample policy below assumes an annual compensation review. Modify this policy as necessary if you choose to have more frequent reviews.

[Company]'s compensation reviews are usually given with performance reviews. Any applicable compensation increase will appear in the pay period ending after the date granted. Compensation increases may be retroactive in the case of late reviews. Having your compensation reviewed does not necessarily mean that you will be given an increase due to individual and/or company performance.

Merit increases are provided to employees who have continually exceeded performance expectations. Increases are based solely on merit and will only be provided in favorable economic conditions throughout the Company.

An individual's pay will depend on how consistently he/she performs over a given period of time. During the review, significant performance events that occurred throughout the year will be discussed. The overall performance rating will influence the compensation adjustment.

In addition to individual job performance reviews, [Company] periodically reviews job descriptions to assure that we are fully aware of any changes in the duties and responsibilities of each position, and that such changes are recognized and adequately compensated.

Transfer & Promotion Policy

[Company] encourages employees to assume higher-level positions or lateral transfers for which they qualify. [Company] has a policy of providing our employees with every opportunity for advancing to other positions within the company.

To qualify for a promotion or transfer, you must have held your current position for a minimum of six (6) months. Exceptions to the six month rule may be allowed and will be made on a case-by-case basis with input from the employee's supervisor or manager and the [HR Manager]. Approval of promotions or transfers depends largely upon the merit of the individual, training, experience, work record, and the needs and resources of the company. In addition, employees must have a good performance, attendance,

and punctuality record. Promotions and transfers are made without regard to race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

It is our policy to advise all employees about advancement opportunities. [Company] has a job posting program that offers employees the opportunity to bid for certain positions within [Company]. Each transfer or promotion is judged on an individual basis, depending on the needs of both departments involved.

If you wish to apply for a transfer, please first discuss it with your supervisor or manager so that it may be determined if your skills, abilities and experience fit the requirements of the desired job. Please submit your request for consideration for a specific position directly to your [Manager]. You may also feel free to discuss your career aspirations with your supervisor or manager at any time.

If an employee fits the basic criteria for the position, the supervisor or manager will make arrangements for an exploratory interview with the other department. However, please understand that [Company] will continue to look outside the company for potential employees as well and that each employee requesting a transfer will be considered for the new position along with any other internal or outside applicants for the job.

All final decisions regarding transfers or promotions will be made by the HR Department Manager.



NOTE - In addition to this policy, each department within [Company] may have its own departmental promotion guidelines consistent with [Company]'s policies and specific to the needs of that particular department.

[Company]

Behavior Competency Guide

🔊 Wikipedia talks about the root of the model: http://en.wikipedia.org/wiki/Competency_model

(From Wikipedia) Competence is a standardized requirement for an individual to properly perform a specific [job](#). It encompasses a combination of [knowledge](#), [skills](#) and [behavior](#) utilized to improve performance. More generally, competence is the state or quality of being adequately or well qualified, having the [ability](#) to perform a specific [role](#).

To be competent a person needs to be able to interpret the situation in the context and to have a repertoire of possible actions to take and have trained in the possible actions in the repertoire, if this is relevant. Regardless of training, competence grows through experience and the extent of an individual to learn and adapt.

“Our goal was to define and build business drivers that managers could use to hire, measure performance and train against. If we hired and developed associates based on these skills, they could apply the skills to a variety of jobs for today and the future.” - Carol Spicer, SHRM

Behaviors must be evident 80% of the time in the category selected

Competency: Job Technical Knowledge

Definition: The extent of knowledge and skills possessed by the employee required for the job.

Outstanding

- Recognized expert of job / technical knowledge.
- Readily shares job / technical knowledge with others that leads to significant business results / improvements.
- Initiates process changes; strives for continuous improvement.

Commendable

- Understands the impact knowledge of position has on others, in and outside own department.
- Takes ownership by keeping abreast of latest techniques or improvements.
- Takes initiative to creatively solve reoccurring problems.
- Proactively uses or expands technical knowledge and recognizes opportunities for improvement.
- Uses job/ technical knowledge to increase quality of work or output.

Competent

- Understands requirements to complete job tasks.
- Demonstrates proficiencies and understands what is required to perform position.
- Grasps functions, pays attention to details.
- Understands equipment / tools and procedures necessary to complete tasks.
- Exhibits a sense of balance between technology and common sense.

- Constructively shares job knowledge with others.
- Works in a safe and environmentally conscious manner, using PPE, LOTO, etc.
- Efficient use of resources and time to complete job tasks.

Needs Improvement

- Insufficient knowledge / skills to complete tasks
- Lack of balance between technology and common sense.
- Inability to retain necessary knowledge to be successful.
- Unwillingness to share information with others.

Negative Indicators

- Unable or unwilling to perform essential functions of position (with or without reasonable accommodation).
- Disregards or is oblivious to impact their performance has on others.
- Fails to apply job/ technical knowledge to position.

Competency: Decision Making / Problem Solving

Definition: Sound decision-making skills, initiative to resolve problems, offers creative suggestions / solutions.

Outstanding

- Viewed as an expert resource.
- Superior understanding of cause and effect.
- Accepts full responsibility for independent decisions.
- Knows when to use outside resources and which resources are appropriate
- Validates solution was correct.

Commendable

- Superior judgment; approached by others for advice.
- Relied upon by peers / supervisors to consistently make the right decision.
- Considered a competent resource for sound decision-making.
- Acts decisively when confronted with safety / environmental hazards.
- Approaches problems from various perspectives.

Competent

- Thinks through the process in a thorough and logical manner
- Understands the impact decision will have on people, product, and process.
- Trusted to make appropriate decisions.
- Knows when to consult peers / supervisors, and uses good judgment in doing so.
- Accepts responsibility for decisions.
- Learns from past mistakes.
- Identifies problems and offers ideas for solutions
- Able to evaluate alternative solutions to problem.

Needs Improvement

- Does not think through the consequences of decisions made.
- Reluctant to make decisions when appropriate or necessary.
- Makes premature decisions without considering consequences.
- Does not identify when it is necessary to seek assistance.

Negative Indicators

- Refuses to make critical decisions when in a position to do so.
- Disregards outcome by not considering facts.
- Repeatedly makes the same mistakes.
- Does not consult peers / supervisors when necessary.
- Thinks they have all the answers.

Competency: Business Sense

Definition: Acts like an owner; considers how/if the company is affected by actions

Outstanding

- Leads change to create a safe work environment.
- Actively changes and promotes processes that improve business.
- Seeks to understand opportunities to improve business.
- Encourages and demonstrates continuous improvement and positive communication.

Commendable

- Understands role and impact on business throughout the company.
- Sensitive to financial aspects of business beyond own department.
- Encourages others to work in a safe manner.
- Encourages and supports others to stay informed about the company and the 2002 NAICS Title industry.

Competent

- Communicates with other departments in a timely manner.
- Professional.
- Treats people with respect.
- Sensitive to financial aspects of department.
- Achieves objective of position.
- Positive ambassador for the company.
- Understands role and impact on the department.
- Identifies, communicates, and reports safety hazards.

Needs Improvement

- Unintentionally wasteful.
- Lack of self-awareness and impact of actions on other departments *and/or* company.
- Poor interdepartmental communication / relationships.
- Lack of accountability.

- Ignores or does not report safety hazards.

Negative Indicators

- Does not support company.
- Intentionally wasteful.
- Does not work in a safe manner.
- Takes no interest in acquiring better understanding of business / industry.
- Exhibits goals that contradict existing practices.
- Work does not benefit the organization's purpose / priorities.

Competency: Professional Growth

Definition: Increasing one's knowledge base & skills.

Outstanding

- Uses knowledge gained from outside resources to improve processes.
- Participates in external groups or professional networking opportunities.
- Contributes to professional growth of the 2002 NAICS Title community or within area of expertise.

Commendable

- Asks questions and learns functions to increase understanding above current position.
- Accepts constructive criticism.
- Shares experience and professional growth with others.
- Exhibits innovative solutions for professional growth.
- Self-directed in professional growth.

Competent

- Identifies opportunities and adapts to changing job requirements.
- Committed to learning basic requirements of position.
- Has ability to recognize own strengths and weaknesses.
- Completes all required safety training.
- Accepts direction for professional growth.

Needs Improvement

- Uses company-provided financial resources without quantifiable gained benefit.
- Does not take advantage of available resources.
- Lacks personal initiative / motivation for professional growth.
- Unable to accept constructive criticism.

Negative Indicators

- Indifferent to development.
- Abuses self-improvement funds.
- Declines offers or suggestions for professional growth.

Competency: Teamwork

Definition: Cooperates and supports others to produce a better result.

Outstanding

- Readily gives others credit.
- Focused on team and building relationships inside and outside the company.
- Builds and promotes a climate that values collaboration & teamwork.
- Promotes value of "team outcome" above that of self.
- Forms relationships at work and within the 2002 NAICS Title industry that positively affect the brewery or industry.

Commendable

- Actively engaged and contributes to the team at a high level.
- Takes leadership position in team environment and / or leads by example.
- Good verbal and written communication skills.
- Self-motivated.
- Fosters a safe working environment and encourages others to do so as well

Competent

- Works well in team environment.
- Constructively communicates with coworkers.
- Respects others.
- Performs required duties and enables others to do well.
- Meets reasonable expectations of others in team / department.
- Cooperates with other departments or teams.
- Works safely.

Needs Improvement

- Inconsistent communication, actions, or behavior.
- Participates, but minimally engaged in team environment.
- Lack of follow-through.
- Able to maintain few effective working relationships.
- Avoids difficult conversations or constructive feedback.

Negative Indicators

- "Silo" mentality or behavior
- Puts self in front of others; does not consider how actions impact others.
- Works to the detriment of the team.
- Inappropriate verbal and nonverbal behavior / communication methods.
- Lack of accountability.
- Unable to maintain effective working relationships.

Professional Standards

[Company] employees are expected to maintain the highest standards of integrity and professionalism while carrying out their duties and responsibilities whenever they are representing [Company]. This policy is not intended to impose upon the personal and private lives of employees, nor is it intended to prescribe a particular moral code of conduct. Good judgment is the basic requirement for adherence to this policy.

What You Can Expect From [Company]

[Company] believes in creating a harmonious working relationship between all employees. In pursuit of this goal, [Company] has created the following employment objectives:

1. Provide an exciting, challenging, and rewarding workplace and experience.
2. Select people on the basis of ability, attitude, character, skill, and training without discrimination regarding age, color, creed, gender, marital status, national origin, political belief, race, religious beliefs, or a disability that does not prohibit performance of essential job functions.
3. Compensate all employees according to their effort and contribution to the success of our business.
4. Review wages, employee benefits and working conditions regularly with the objective of being competitive in these areas consistent with sound business practices.
5. Provide [personal/ vacation / sick leave / paid time off] and holidays to all eligible employees.
6. Provide eligible employees with health and welfare benefits.
7. Assure employees, after talking with their manager, an opportunity to discuss any issue or problem with officers of [Company].
8. Take prompt and fair action of any complaint which may arise in the everyday conduct of our business, to the extent that is practicable.
9. Respect individual rights, and treat all employees with courtesy and consideration.
10. Maintain mutual respect in our working relationship.
11. Provide buildings and offices that are comfortable, orderly and safe.
12. Promote employees on the basis of their ability and merit.
13. Make promotions or fill vacancies from within [Company] whenever practical.
14. Keep all employees informed of the progress of [Company], as well as the company's overall goals and objectives.
15. Promote an atmosphere in keeping with [Company]'s vision, mission, and goals.

What [Company] Expects From You

[Company] needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a

good team attitude.

How you interact with fellow employees and those whom [Company] serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by [Company]. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp opportunities for personal development offered to you. This manual offers insight on how you can perform positively and to the best of your ability to meet and exceed [Company] expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making [Company] a company where you can approach your manager, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of [Company]. (Please take a look at the “Suggestions,” Policy under Standards of Conduct section.) We’re all human, so please communicate with each other and with management.

Remember, you help create the pleasant and safe working conditions that [Company] intends for you. The result will be better performance for the company overall, and personal satisfaction for you.

Open Communication Policy

[Company] encourages you to discuss any issue you may have with a co-worker directly with that person. If a resolution is not reached, please arrange a meeting with your [Manager] to discuss any concern, problem, or issue that arises during the course of your employment. Any information discussed in an Open Communication meeting is considered confidential. Retaliation against any employee for appropriate usage of Open Communication channels is unacceptable. Please remember it is counterproductive to a harmonious workplace for employees to create or repeat corporate rumors or office gossip. It is more constructive for an employee to consult his/her [Manager] immediately with any questions.

Open Door Policy

[Company] also encourages you to speak freely with members of the management staff about your work-related concerns and problems. It is the responsibility of all employees to communicate openly to resolve work-related problems. Complaints and frustrations should be voiced in a timely, appropriate and constructive manner. If your manager cannot resolve the matter, generally the next step would be to bring it to the attention their manager. In addition, the [HR Manager] is always available for consultation and guidance.

Employees with information or concerns about impermissible harassment should consult the terms of the policy on “Unlawful Harassment” for applicable procedures.

Confidential Information & Inventions Agreement

- 🔊 Under the Uniform Trade Secret Act (UTSA), even if an employee never signed a Confidentiality Agreement, the employee is prohibited from using or disclosing information that constitutes a “trade secret” as defined in the statute. The first component of a “trade secret” under the statute is that it have economic or commercial value to the company. The second component is that an employer must make reasonable efforts to protect the secrecy of its “trade secrets.” Although trade secrets are protected under the UTSA, we still advise you to have your employees sign a separate Confidentiality Agreement. See the Forms Section for a sample agreement.
- 🔊 If this applies to your organization, you will want to include this section. Add anything to the list that is particular to your industry or functions that requires protection. Non-compete clauses are

generally unenforceable in most states, in that you cannot take away someone's livelihood or ask them to sign away any future rights, however, you are well within your rights to protect client lists, internal processes, etc.

Due to the critical importance of preserving the confidentiality of the company's trade secrets and other sensitive confidential information, all employees are required to sign an "Employee Non-Disclosure" agreement as well as an "Employee Invention Assignment" agreement as a condition of employment with [Company].

🔊 Look in the HR Forms folder for a sample agreement.

If you have questions regarding this agreement, please contact your manager or the [HR Manager].

We sincerely hope that our relationship will be long-term and mutually rewarding. However, your employment with [Company] presumes an obligation to maintain confidentiality, even after you leave our employ.

Additionally, our customers and suppliers entrust [Company] with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, [Company] earns the respect and further trust of our customers and suppliers.

If you are questioned by someone outside the company or your department and you are concerned about the appropriateness of giving them certain information, you are not required to answer. Instead, as politely as possible, refer the request to your [Manager].

No one is permitted to remove or make copies of any [Company] records, reports or documents without prior management approval. Disclosure of confidential information could lead to termination, as well as other possible legal action.

Business Gifts

Gifts (i.e., food, wine or gratuities) that you receive from clients, vendors or others as a result of your employment status with [Company] potentially create a conflict of interest. Should you receive such a gift, you should notify your manager or the [HR Manager] immediately. It may be appropriate to share the gift with other employees in the Company, or to return it, depending upon the specific circumstances. Any action or behavior on your part with respect to such gifts that may be considered unethical or poor business may result in disciplinary action, up to and including termination of your employment.

Conflicts of Interest

All [Company] employees are expected to scrupulously (*having or showing a strict regard for what one considers right; principled, minutely careful, precise, or exact. - Dictionary.com Unabridged*) avoid any and all situations where there could be or appear to be, a relationship with an outside party which might affect the proper exercise of judgment on the part of the employee. It is incumbent upon all employees to avoid actual conflicts of interest as well as any potential perception of conflicts of interest. If you are unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest, you should discuss it immediately with your manager for clarification.

Customer Relations

The success of [Company] depends upon the quality of the relationships between [Company], our employees, customers, suppliers and the general public. Our customers' impression of [Company] and their interest and willingness to purchase from us is greatly formed by the people who serve them. In a sense, regardless of your position, you are [Company]'s ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, [Company] and [Company]'s products and services.

Below are several things you can do to help give customers a good impression of [Company]. These are the building blocks for our continued success.

1. Act competently and deal with customers in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.

These policies apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

Dress Code & Personal Appearance

- ☞ Certain staff may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. Uniforms and protective clothing may be required for certain positions and should be provided to employees by [Company].
- ☞ Codes for grooming, dress, and behavior may be enforced – as long as they're not used to hinder the advancement of any particular group (according to Professor Theodore J. St. Antoine of the University of Michigan Law School). Consult your attorney and you'll likely find that interpretations of labor laws have been softened in recent years. This allows for staff development policies and programs with the best interests of your company, employees and customers in mind.
- ☞ Formal dress codes are becoming archaic. We recommend implementing a dress code that is consistent with your industry standard. For example, a law firm would have a higher standard dress code, compared with a manufacturing environment. You may wish to establish a casual workday, such as Fridays, as it may improve employee morale.
- ☞ Violations of the policy can range from inappropriate clothing items to offensive perfumes and body odor. If a staff member comes to work in inappropriate dress, the staff member will be required to go home, change and return to work.
- ☞ We've added a few more sentences here than necessary, so feel free to edit what's here as well as delete those that do not apply.

It is [Company]'s desire to present a professional and business like image to clients, visitors, customers and the public. Accordingly, employees should present a professional appearance and have daily attendance to personal hygiene. Workplace attire and grooming must be neat, clean and appropriate for the work being performed and the setting in which the work is performed.

[Company] expects each employee to use good taste and mature judgment in maintaining appropriate businesslike appearance at all times in the workplace. Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person.

Proper attire is essential in our place of business. Dress at [Company] can best be described as casual business attire. A neat, tasteful appearance contributes to the positive impression you make on our customers. You are expected to be suitably attired and groomed during working hours or when representing [Company]. A good, clean appearance bolsters your own poise and self-confidence and greatly enhances our company image. When working at a customer's site, please dress appropriately according to their corporate culture.

☞ These are suggestions; be sure to clarify specifically which modes of dress are prohibited, and under what circumstances exceptions are allowed. With any dress code, include the following statement to preserve your flexibility.

However, under all circumstances employees are expected to wear clothing appropriate for our business environment. Clothing should be neat, clean and tasteful. You should always dress in a professional and appropriate manner during working hours in the office, and any time you are engaged in company business.

Personal appearance should be a matter of concern for each employee. If your [Manager] feels your attire and/or grooming is out of place, you may be asked to leave your workplace until you are properly attired and/or groomed. Employees who violate dress code standards may be subject to appropriate disciplinary action.

All employees are expected to appear clean, neat, safe and conservative in keeping with the professional dignity of [Company]. For reasons of professional appearance and safety, no facial jewelry should be worn during working hours, and tattoos should be covered whenever possible. No hats, tank tops, tops with “spaghetti” straps, or shorts shorter than 2” above the knee will be permitted. Direct line staff is prohibited from wearing sandals or other open-toed, open-heeled shoes for safety purposes.

Casual Dress or Dress-Down Days

While individual departments may determine appropriate workplace attire and grooming for their area, each staff member should abide by the following basics:

Appropriate	Inappropriate
Slacks	
Khakis or corduroys	Sweatpants, leggings, exercise wear
Jeans (must be clean, free of rips, tears, fraying and may not be excessively tight or revealing)	Shorts, Low Rise or Hip Hugger pants or jeans
Skorts, Capris	
Shirts	
Polo collar knit or golf shirts	Shirts with writing (other than Company logo)
Oxford shirts	T-shirts or sweatshirts
Company Logo Wear	Beachwear
Short-sleeve blouses or shirts	Sleeveless blouses or shirts
Turtlenecks	Exercise wear
Blazers or sport coats	Crop Tops, Midriffs, spaghetti straps
Jackets or sweaters	
Shoes	
Boating or deck shoes, moccasins	Sandals, thongs, flip flops, open toe shoes
Casual, low heel, open back shoes (i.e. mules, sling backs)	Athletic shoes; tennis shoes, crocs

Business Attire

The following guidelines apply to business attire.

For men - business attire includes a long-sleeved dress shirt, tie and tailored sport coat worn with dress trousers (not khakis), and dress shoes.

For women - tailored pantsuits, businesslike dresses, and coordinated dressy separates worn with or without a blazer, and conservative, closed-toed shoes.

Reasonable Accommodation of Religious Beliefs

[Company] recognizes the importance of individually-held religious beliefs to persons within its workforce. [Company] will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of issues of safety for the particular employee as well as co-workers. Staff members requesting a workplace attire accommodation based on religious beliefs should be referred to the Human Resources department.

At its discretion, a department may, such as during unusually hot or cold weather or during special occasions, allow staff to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing, athletic wear, tight, revealing or otherwise inappropriate clothing.

Any staff member who does not meet the attire or grooming standards set by his or her department will be required to take corrective action, for example leaving the premises to change clothing. Hourly-paid staff will not be compensated for any work time missed because of failure to comply with designated workplace standards.

[Company] reserves the right to exercise managerial judgment to take such actions relating to employment as may be necessary to ensure appropriate attire in the workplace.



Please keep in mind the possible discomfort your [Manager] would feel if s/he must address this issue with you.

Personal Hygiene

- 🔊 If a staff member's poor hygiene or use of too much perfume/cologne is an issue, the supervisor should discuss the problem with the staff member in private and should point out the specific areas to be corrected. If the problem persists, supervisors should follow the normal corrective action process.
- 🔊 Should an issue around personal hygiene arise, it is important for supervisors and/or managers to understand that such a matter should be handled confidentially and with sensitivity. The reasons for the body odor may be a medical reason, poor hygiene or an ethnic diet, to name a few examples. If this issue is not addressed appropriately, it may run afoul of the Americans with Disabilities Act or lead to discriminatory claims under Title VII, Civil Rights Act.

Employees with body odor can cause a disruption in the workplace; other employees may feel uncomfortable and unable to perform their jobs. On behalf of all of our employees and management, please be sure to present yourself at work

It is important to recognize that an issue such as this one may cause work stoppage, disgruntled employees and low morale. Therefore, it is imperative to deal with this situation as soon as being made aware of it.

Natural and artificial scents may also become a distraction from a well-functioning workplace, and are also subject to this policy.

Outside Employment

Employees may not take an outside job, either for pay or as a donation of her/his personal time, with a customer or competitor of [Company]; nor may they do work on their own if it competes in any way with the sales of products or services we provide our customers. If your financial situation requires you to hold a second job, part-time or full-time, or if you intend to engage in a business enterprise of your own, [Company] would like to know about it. Before accepting any outside employment you are encouraged to discuss the matter with your [Manager].

Suggestions

- 🔊 Employees are the source of many good ideas and suggestions. There are numerous types of suggestion programs which can be implemented. The following sample policy is a good place to start.
- 🔊 Please use the “Idea Submission Form” included in the HR Forms folder for the submission of employee suggestions.

We encourage all employees to bring forward their suggestions and good ideas about how our company can be made a better place to work, our products improved, and our service to customers enhanced. When you see an opportunity for improvement, please talk it over with your [Manager]. S/He can help you bring your idea to the attention of the people in the company who will be responsible for possibly implementing it.

All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

We have created a form to help you communicate your ideas and suggestions. We call it the “Idea Submission Form.” You can get a copy of the form from your [Manager] at any time. It’s a template written to help you define the problem or situation, describe an ideal situation and your proposed solution, as well as list the requirements necessary for implementing your plan. The form also insures that you get maximum recognition for your contribution.

Benefits

[Company] is committed to sponsoring a comprehensive benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits which will enhance your job satisfaction. We are certain you will agree the benefits program described in this Employee Policies Handbook represents a very large investment by [Company].

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

Eligibility for Benefits

- 🔊 Some part-time employees are required by law to receive retirement and profit sharing benefits after they’ve worked a given number of hours for the company. Check with your summary plan descriptions and modify your policies as needed.

If you are a full-time employee, you will enjoy all of the benefits described in this Employee Policies Handbook as soon as you meet the eligibility requirements for each particular benefit. Coverages are available to you and your dependents as defined in the benefit summary plan descriptions.

If you are a part-time employee, you will enjoy only those benefits specifically required by law, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

Temporary employees are not eligible for benefits.

 If you wish to have a waiting provision for benefit eligibility tied to the Introductory Period, include the following:

No benefits are available to you during your Introductory Period, except as otherwise provided by law.

 **Note:** Please see “Introductory Period” in the Employment section of this Employee Policies Handbook for further information.

Part-time Employee Benefits

 **OPTIONAL** – In the event you want to include Part-Time employees in your benefit program, here is language that you can use.

As a part-time employee working at least [30] hours per week, you are eligible to participate in [Company] benefit plans. However, your participation and the company’s contributions for many of these benefits are prorated to take your part-time schedule into account.

Here's a summary of how benefits are affected:

Health Benefits

 Insert if benefits are offered to part time employees.

[Company]’s contributions toward health care coverage is prorated. For example, if you are a full-time employee and enroll for medical coverage for yourself and two or more dependents, the company currently contributes [75]% per month toward the cost of that coverage. If you switch to a part-time schedule of 30 hours a week, the company's monthly contribution will be reduced. As a result, your monthly cost will increase, since you have to pay the difference between the monthly cost of coverage and [Company]’s contribution. For example: 30 hours per week is equal to $\frac{3}{4}$ of a 40 hour week. $\frac{3}{4}$ of 75% Health Benefit Coverage is 56.25% of the total cost of health care.

Personal Time Off (PTO) / Vacation

You earn PTO / vacation time based upon your years of continuous service. The part-time schedule you work determines the amount of vacation you earn as well as your vacation pay. For example, if you have ten years of continuous service and work five six-hour days per week, you're entitled to three weeks of vacation per year. However, your *PTO / vacation pay* for each week is for 30 hours (your part-time rate of five six-hour days), and your daily vacation rate is worth six hours of straight-time pay.

Holidays

You receive paid time off for holidays that fall on days you are normally scheduled to work on your part-time schedule according to the amount of time normally worked per day (i.e. six hours of straight-time pay).

Retirement Plan

The same eligibility, vesting and benefit calculation rules apply for part-time employees as for full-time employees. Benefits from the Retirement Plan are determined by a formula that includes your annual regular earnings for the 36 consecutive months in which they're highest. Because of this, the benefit you receive from the Retirement Plan may be affected if you work part-time instead of full-time.

Insurance Benefits

[Company] is proud to provide eligible employees with a package of comprehensive benefits. The company periodically reviews the benefits which are provided to employees, and reserves the right to

revise, supplement or rescind any such policies, programs or employee benefits as it deems appropriate. Many of these benefits and their coverage are described in the benefits program booklet or Summary Plan Descriptions, which are available from personnel. The precise terms of each benefit are subject to the contracts of insurance and other plan documents that govern that benefit.

- ☞ Always keep descriptions of benefits plans non-specific, as they can change from year to year and you don't want to have to update your handbook that often.
- ☞ Always refer to the Summary Plan Descriptions of any plans that are in place.

Insurance Coverage

- ☞ Keep the description of insurance coverages general and brief since coverages and other details often change. Defer to the separate booklets and supplements issued and supplied by your insurance companies.
- ☞ Indicate which portion of premium costs the company pays for, how long a new employee has to wait for coverage, and mention the conversion privilege (COBRA).
- ☞ After satisfying the applicable waiting period, employees may not be automatically "covered." Employees need to officially enroll or waive within thirty-one (31) days of eligibility, if applicable.
- ☞ Some insurance policies and laws may require all employees be covered (for example, a mandatory life insurance program). Check with your insurance carrier on your particular insurance coverage and modify this policy if necessary.



Group Insurance

[Company] is dedicated to the health and well-being of both you and your family. A comprehensive, quality insurance program is available to you and your family. You become eligible for coverage [on your date of hire / on the 1st of the month following your date of hire / after the completion of your Introductory / Training Period].

- ☞ Modify the following benefits provided, depending on your specific company sponsored program. Only include those insurance coverages offered by your company.

The following benefits are provided, as defined and limited in the literature provided by our insurance company:

- Medical Care Coverage
- Dental Care Coverage
- Vision Care Coverage
- Long Term Disability Insurance
- Short Term Disability Insurance
- Group Term Life Insurance / Accidental Death and Dismemberment Insurance
- Employee Assistance Program

Upon enrolling, you will obtain summary plan descriptions describing your benefits in detail.

- ☞ Please select one (1) of the following three (3) options.

[Company] will pay for the full cost of this program for both the employee and the dependent insurance coverages.

- ☞ -- OR --

[Company] will pay for the full cost for employee coverage and make a [x] (enter the amount your company will contribute to this program) percent contribution toward the cost of the premiums for your eligible dependents.

🔊 -- OR --

The full cost for employee coverage and dependent coverages will be the responsibility of the employee.

Applicable employee contributions will be automatically deducted from your paycheck.

🔊 It is not necessary to include this last paragraph or to offer “COBRA” rights under federal law unless you regularly employ twenty (20) or more people. However, some states require group insurance extensions, so we recommend that you check with your attorney on your state law on this topic.

🔊 This paragraph is also repeated in the Termination section

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of your termination of employment with [Company] or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense. Consult your [Manager] for details.

[Health / Dental / Vision Insurance]

🔊 Ask your insurance company to provide you with a brief summary of the health / dental / vision insurance coverage to include here. Be sure to distinguish optional coverages from basic coverage.

Today’s many health insurance plans and options can be confusing and complicated. That is why [Company] has taken the time to carefully review the coverages and plans available. We have selected the plans we feel provide the best coverage for our employees. Refer to the literature provided by our insurance companies for details on your health / dental coverage.

Disability Insurance

🔊 Modify this policy according to the type of disability program you have (short versus long-term), and the carrier providing it (for example, a state or private carrier).

🔊 You may want to have your insurance carrier review this section for accuracy.

If you are a full-time, regular employee, you will be eligible to participate in [Company]’s disability plan. Disability insurance is designed to assist you with your income should you become partially or totally disabled and are unable to perform the essential functions of your job.

Refer to your Summary Plan Description for further details regarding your disability insurance. You may obtain the Summary Plan Description from your [Manager].

 **Note:** Please see the Disability (Including Pregnancy) Leave of Absence Policy in the section titled “Leaves” of this Employee Policies Handbook for further information.

Life, Accidental Death & Dismemberment Insurance

🔊 Ask your insurance company to provide you with a brief summary of the life insurance coverage to include here.

If you are a regular full-time employee of [Company], you are covered by our Group Life Insurance. This insurance is payable in the event of your death, in accordance with the policy, while you are insured. You may change your beneficiary whenever you wish by submitting the appropriate documents to your [Manager]. Refer to the literature provided by our insurance company for details on your life insurance coverage.

Continuation of Coverage through COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) provides certain health care continuation to eligible employees in the event of resignation or termination from employment. The law

allows employees to continue medical and dental health care coverage in certain circumstances where the coverage would otherwise cease. This law applies to organizations with twenty (20) employees or more. Therefore, eligibility would not be obtainable until [Company] reaches that size.

Employee Assistance Program



Another great benefit [Company] offers you is our Employee Assistance Program (EAP). The EAP provides a confidential, easily accessible professional counseling service for our employees whose personal problems are affecting their abilities to function effectively at work or home. This service is available to all [full-time / full-time and part-time] employees and their immediate family members. Arrangements will be made for you or a member of your family who has questions concerning legal, family, or financial issues, child care, elder care, relationships, substance abuse or addiction questions and concerns, work-related issues and any mental health issue.

Confidentiality is one of the most important aspects of this program. If you contact the Employee Assistance Program directly no one in the company will know unless you tell them. No information concerning the nature of your problem will be released without your written consent. [Company] assumes the costs for the Employee Assistance Program.

Domestic Partners Policy

- ☞ The inclusion of a Domestic Partners Policy, for both heterosexual and homosexual employees, under the umbrella of your employee health plan is a practice that is quickly gaining acceptance. Having a Domestic Partners Policy is not legally required, but your company may choose to institute one in order to remain competitive in the marketplace.
- ☞ Instituting a Domestic Partners Policy may cause some discomfort and create disruption in your organization. It would be wise to form a focus group to look into this issue ahead of time. Does such a policy fit in with your organizational culture? A gay or lesbian employee who chooses to cover his/her domestic partner could entail “coming out of the closet.” We suggest that your company offer concurrent training on diversity and anti-discrimination issues to minimize any negative impact in the workplace. This policy is bound to cause some controversy in your organization, and a positive communication strategy should be mapped out well in advance.
- ☞ Another critical issue to consider is this: can your company budget afford the additional cost? Frequently, carriers do not allow the addition of unmarried domestic partners to the company’s health plans. To get around this rule, some companies request that the partner obtain his/her own insurance through an outside source, then partially reimburse him/her. We suggest that your company request evidence, such as an official receipt, that the partner has paid the premium before she/he is reimbursed.
- ☞ Please see the “Handbook of HR Policies & Procedures” for more information.
- ☞ We also suggest you advise employees to have the Declaration of Domestic Partnership, included in the Forms section, notarized. This will guarantee the legitimacy of the document. It’s also a good idea to regularly monitor this program to ensure employees are not taking advantage of the policy.

[Company] believes that basic [medical / vision / dental / leave] coverages should be available to employees and their dependents. To recognize non-traditional family arrangements and to demonstrate our commitment to our community of employees and their families, [Company] has instituted a Domestic Partners Policy. This policy gives you the opportunity to cover a long-term, significant partner of either gender [under our benefits plans / who will be reimbursed for medical premiums paid under his/her own individual plans]. [Company] wishes to make it clear that it cannot guarantee confidentiality of the relationship once a domestic partner is covered under our policy.

How to Enroll

- Obtain a “Declaration of Domestic Partnership” form from your [Manager]. Complete and return it.
- Provide, if requested, documentation establishing the existence of the domestic partnership such as proof of joint home ownership and financial interdependence.
- ☞ Please delete item three (3) if it does not apply to the way in which health coverage for domestic partners is handled by your company.
- When or if your Declaration of Domestic Partnership is approved, complete and file the applicable carrier enrollment forms.

After the Declaration of Domestic Partnership has been filed, the employee has thirty-one (31) days to enroll his/her domestic partner. If an employee does not enroll her/his domestic partner within this period, the domestic partner will not be allowed into any plans until the next open enrollment period.

Coverages

If your Declaration of Domestic Partnership is accepted, you and your domestic partner will be eligible to receive the following coverages, subject to a [five (5) / ten (10) / twenty (20)] day waiting period:

- ☞ Check carrier regulations for all of these to ensure that domestic partners are allowed on the plan. If not, and you are implementing a reimbursement procedure, clarify what you will cover.

[List the types of coverages available under this plan. For instance, Leave, Vision, Employee Assistance Plan, Dental Plan, Medical Plan and so on.]

Termination of Coverage

Coverage for a domestic partner will end [this could be midnight the date of termination or the end of the month, per company and carrier policy] when any one of the following events occurs:

1. The employee leaves [Company].
2. The employee is no longer eligible to participate in health and benefit plans (for example, due to decreased working hours).
3. The group plan is terminated for any reason.
4. The domestic partner ceases to meet the definition of a domestic partner. In such an instance, the employee is obligated to write a brief letter stating the termination of the relationship and deliver it to his/her [Manager].

Leaves of Absence

- ☞ Please select one (1) of the following two (2) paragraphs.

Coverage for a domestic partner may continue during an employee’s unpaid leave of absence by continuing to pay appropriate premiums to [Company]. Arrangements for these payments need to be made prior to the leave with your [Manager].

- ☞ -- OR --

Reimbursement for a domestic partner may continue during an employee’s unpaid leave of absence by continuing to pay appropriate premiums to your partner’s individual carrier. Arrangements for these payments need to be made prior to the leave with your [Manager].

Termination of Domestic Partnership

In the event that the domestic partnership relationship ends, the employee is obligated to write a brief letter stating the termination of the relationship and deliver it his/her [Manager]. The statement should be signed and dated.

Any new Declarations of Domestic Partnerships may not be filed until the prior termination statement has been on file with [Company] for one (1) year.

COBRA Coverage

- ☞ If you are required to offer COBRA coverage to terminating employees, it is up to your company to determine if you wish to extend COBRA coverage to domestic partners as well. Currently, offering COBRA coverage to domestic partners is not legally mandated. Premiums of this extended coverage are usually 102 percent of the actual cost of the premium. The additional 2 percent is considered to be an administrative fee, and companies can charge no more than 2 percent. Therefore, only include this section if you are extending health care conversion privileges (COBRA) to domestic partners of terminating employees.

COBRA, also referred to as health care conversion, means that you and your domestic partner have the option to continue with [Company]'s health care plans after your employment with [Company] has been terminated, voluntarily or involuntarily. However, you will be responsible for paying your own premiums to [Company]. Domestic partners are eligible to elect COBRA coverage under the terms of our plan. Please refer to the "Separation of Employment" section for further information regarding continuation of your medical benefits under COBRA.

General Tax & Legal Consequences

The Internal Revenue Service currently treats the value of employee benefit plan coverages provided to Domestic Partnerships as imputed income; for example, the premium that [Company] pays would be considered taxable income to the domestic partner.

The only exception to this is if the domestic partner is also considered to be the employee's dependent for tax purposes under Section 152 of the Internal Revenue Code. The IRS defines a dependent as an individual who not only shares the principal residence of the employee and is considered a member of the household, but also depends on the employee to contribute more than 50 percent towards his/her support.

We urge employees using this plan to review the tax as well as legal consequences of this benefit with their tax and legal advisors.

State Disability Insurance Benefit Procedures

- ☞ State Disability Insurance (SDI) benefits differ from state to state
- ☞ Here is an example of the California State disability insurance benefits
- ☞ If you're not in California please access your states government website so you can correctly direct employees to their disability benefits

If an employee anticipates that he/she will need disability time off and utilize state disability benefits, the employee shall give notice of at least 30 days if possible to [Company]. Exceptions to the advance notification rule apply in some cases, such as when a medical emergency arises and it is not feasible to provide 30 days advance notice. In such a case, the employee must provide as much advance notice as practicable. Upon notice, [Company] will forward the necessary forms for completion to the employee. These forms include, when applicable, a doctor's certificate, stating the expected duration of the disability, and the date the employee will be able to return to work.

While on disability, the employee will not earn a salary, leave time, holiday pay, nor accrue any benefits that require continuous performance of work.

When an employee is able to return to work, they should notify [Company] on or before the expiration of the leave. A statement from the employee's physician releasing them to return to work (and describing any accommodations that are reasonably necessary) is required and must accompany the employee the first day they return to work. This release should be forwarded to [Company] as soon as possible.

Who To Call...

[Company] must be notified immediately in the event of a disabling illness or injury.

State Disability Insurance (SDI) is an employee-paid protection and medical care plan under which the employee is covered starting on the first day of employment. If the employee is absent from work because of non-occupational illness or injury; they should apply for State Disability Insurance benefits by obtaining the form from the attending physician, hospital, and/or the Employment Development Office. Employees are covered on the *eighth* consecutive day of illness or injury, regardless if hospitalized.

Government Required Coverage

🔊 You may want to use this section in its entirety for your employees' benefit and understanding.

Workers' Compensation

- 🔊 Check with your attorney on your state and local laws regarding Worker's Compensation and modify this policy as needed.
- 🔊 Many insurance companies will dramatically cut your Worker's Compensation Insurance premiums when you implement a written safety plan. JIAN's SafetyPlanBuilder will help you save money as well as educate your employees in the practice of safe work habits. Please click the above 'More Tools' icon to visit the JIAN website.
- 🔊 Workers' Compensation carriers will often times require the employee to be treated "in network" In order to facilitate a quick response time in getting the employee to the correct medical facility, it is a good idea to know in advance the telephone number, name and location of the facility so that you can easily and clearly direct the employee should an injury occur...
- 🔊 In the event an employee wants to use their own physician, have them complete a "Predesignation of Personal Physicians" form (available in the Forms folder)

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you from an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness which is directly related to performing your assigned job duties. This job-injury insurance is paid for by [Company]. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work.

If you are injured while working, the injury must be reported in writing to your manager and the [HR Manager] immediately, regardless of how minor the injury may be. The Company must be informed of any work-related injuries in order to comply with federal and state injury record keeping requirements. Prompt reporting is the key to prompt benefits. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight.

If medical treatment is required for a work-related injury, you will need to complete the necessary forms prior to your visit with the doctor, except in the case of an emergency. The Company will direct the employee to a physician of the Company's choice for treatment, unless you have previously given written notice to the [HR Manager] of your desire to be treated by a particular physician.

After consulting with a physician for a work-related injury, the employee is required to report directly back to their manager. If your physician sends you home, then you will need to contact your manager prior to returning to work. If, at the time of injury, a physician's visit is not required but later you feel you need to see a physician, you must notify your manager and the personnel contact immediately. It is extremely important that any injured employee follow these procedures.

🔊 For the parameters below, you will want to make sure and check with your state or local workers compensation laws, or [contact one of our HR Consultants](#)

Although [Company] will pay for the time lost because of a work-related accident during the remainder of the normal workday in which the accident occurs, Workers' Compensation payments for lost wages aren't made for the first [three (3) days] that you are unable to work (including weekends). However, if you are hospitalized or off work more than [three (3)] weeks, payments will be made even for the first [three (3)] days.

Employees may return to work following an injury resulting in an absence of more than three days only upon presenting a sufficient medical release signed by the employee's physician.

Employees returning to work after being absent due to a work-related injury must report to their [Manager] prior to beginning work and must bring a doctor's clearance for returning to work.



Workers' Compensation Fraud

The Company will not tolerate Workers' Compensation fraud under any circumstances. Insurance fraud is a felony; any employee found guilty of such conduct may be subject to fines, imprisonment, and immediate termination of employment. The Company may grant rewards to those employees who provide information leading to the arrest and conviction of a perpetrator. Any such information should be reported in confidence to a manager.

Recreational Activities & Programs

Workers' compensation benefits are not available to employees injured as a result of voluntary participation in an off-duty recreational, social, or athletic activity not required as part of the employee's work-related duties.

Unemployment Compensation

🔊 Check with your attorney on your state and local laws regarding Unemployment Compensation, and modify this policy accordingly.

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with [Company]. Eligibility for Unemployment Compensation is determined by the Division of Unemployment Insurance of the State Department of Labor. [Company] pays the entire cost of this insurance program.

Unemployment compensation is designed to provide you with a temporary income when you are out of work through no fault of your own. For your claim to be valid, you must have a minimum amount of earnings determined by the State, and you must be willing and able to work. You should apply for benefits through the local State Unemployment Office as soon as you become unemployed.

Social Security

The United States Government operates a system of mandated insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, [Company] is required to deduct this amount from each paycheck you receive. In addition, [Company] matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Your Social Security number is used to record your earnings. Employees are encouraged to protect your Social Security record by ensuring your name and Social Security number on your pay stub and W-2 Form are correct. You may also want to make sure your earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security

Administration by calling 1-800-772-1213 or you may even access them on-line at www.ssa.gov.

Profit Sharing Plan

- ☞ Federal law requires part-time employees who work at least 1,000 hours per calendar year be eligible to receive profit sharing benefits, if your company has a profit sharing plan.
- ☞ Don't go into great detail in the policy. Instead, provide the Summary Plan Description to all eligible employees.
- ☞ Federal law requires employers to distribute the Summary Plan Description to each and every eligible employee.

According to the [Company] Profit Sharing Plan, [Company] may, at its discretion, grant a profit sharing award determined by [Company]'s profitability on a [quarterly / semi-annual / annual / fiscal year] basis. The amount of any award represents a fixed percentage of your eligible base earnings (all eligible employees receive awards based on the same fixed percentage of their eligible base earnings).

All regular full-time employees and part-time employees who work at least one thousand (1,000) hours per year are eligible to participate in the Profit Sharing Plan once they have completed [three (3) / six (6) / nine (9) / twelve (12)] months of employment. Eligible employees who are on the payroll on the last day of the fiscal year will receive an award if one is granted. However, employees must remain on the payroll on the award payment date.

Eligible base earnings begin to accrue on the pay period following the completion of [three (3) / six (6) / nine (9) / twelve (12)] months of employment, and continue to accrue for the remainder of the fiscal year. Payments for any overtime, commissions, or bonuses are not included in eligible base earnings.

Note: This is a summary of [Company]'s Profit Sharing Plan. [Company] will give you complete details of this plan when you meet the eligibility requirements.

Retirement Plan

- ☞ Federal law requires that part-time employees who work at least 1,000 hours per calendar year be eligible to receive retirement benefits, if your company has a retirement plan.
- ☞ Include a statement of Employee Retirement Income Security Act (ERISA) rights here and in your formal retirement plan documents. Check with your attorney for the language and disclosures appropriate to your circumstances, and modify this policy accordingly.
- ☞ Mention that you have a plan, and briefly summarize when and how the employee becomes qualified for it. Optionally, you may also summarize whether an employee contribution is permitted or required, and when an employee becomes vested.
- ☞ Don't go into great detail. Instead, refer to a separate description of the plan which should be provided to employees when they are hired.

[Company] has a Retirement Plan to provide eligible employees (those who have completed sufficient service) with a monthly pension benefit upon retirement. All regular full-time employees and part-time employees who work at least one thousand (1,000) hours per year are eligible to participate in the Retirement Plan. Participation in the Plan begins on [your date of hire / the first day of the month following your date of hire / the completion of your Introductory Period].

The details regarding [Company] and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description, which was given to you [along with this Employee Policies Handbook / when you were hired / during your new employee orientation].

Statement of Employee Retirement Income Security Act (ERISA) Rights

As a participant of [Company]’s plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan members shall be entitled to:

- Examine all plan documents, at the plan administrator’s office, without charge. This includes insurance contracts and copies of all documents filed by the plan with the U.S. Department of Labor. Examples of this include detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan’s financial report. The plan administrator is required by law to furnish each member with a copy of this summary annual report.

In addition to creating rights for plan members, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan members and beneficiaries. No one, including your employer, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have a right to have the plan reviewed and your claim reconsidered.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

Other Benefits

- 🔊 All of these sample policies are optional. Include only those policies that meet the needs of your company and modify the text as necessary.

Credit Union Membership

As an employee of [Company], you are eligible for membership in the [enter the name of your company’s credit union] Credit Union. Membership can enable you to borrow money at low interest rates. You may also save money and maintain an IRA account with the credit union. Ask your [Manager] for details on how to join the credit union.

Education Assistance

- 🔊 A good way to implement the Education Assistance Program is to have the employee pay for the class themselves, then reimburse them when it is completed - people seem to be more motivated when they have a personal investment in the course.
- 🔊 If your company is seeking ISO certification, it is encouraged that all employees be continuously trained and updated in their field. ISO is the name given to a series of generic International Standards for quality assurance and management. Developed by the Geneva-based International Organization for Standardization, they were first published in 1987. Certification is a process whereby an organization may formally demonstrate its compliance to the requirements. Such compliance is verified via assessment and audit by accredited third parties known as “registrars.”
- 🔊 Encourage your employees to attend relevant seminars and courses that directly relate to their job functions. Attendance should be based on management approval and budget considerations. Ongoing training to enhance skill-set improvement should be supported.

We feel an individual who possesses a desire to continue their education, in addition to performing their full-time job, shows a commitment to improving themselves and their position within the company. To

encourage and reward these individuals, [Company] offers an Education Assistance benefit.

Full-time employees may continue their education in a related field and [Company] may reimburse all or part of the registration and tuition costs up to a maximum of \$[1,000 / 5,000] per year. All courses must be pre-approved by your [Manager]. Once the course is completed, submit a certified transcript of grades with receipts for expenses. [Company] will reimburse you as described below for the portion of the fees that were pre-approved. This may include fees for registration, tuition, books, and additional lab fees. Incentives have been established to reward better than average performance.

Reminder: If you are taking a pre-approved seminar that offers continuing education credit, be sure to give your [Manager] a copy of the Continuing Education Credit Certificate (or other document) to include in your personnel file.

In order to qualify for this Education Assistance benefit you must:

- Please advise your [Manager], prior to enrolling for the class, that you intend to take a particular course. Your [Manager] will let you know if the course qualifies for the Education Assistance Program.
- The course must be job-oriented and offered by an approved educational institution.
- 🔊 The following three (3) requirements are optional; use them only if they meet the needs of your company.
- The amount of course reimbursement is based on the final grade you receive for the course, as follows:
 - A = 100%
 - B = 80%
 - C = 60%
 - <C = 0%
- You must have at least [six (6) months / one (1) year] of full-time service with [Company].
- If you are eligible to receive educational benefits from other alternate sources [Company] may not reimburse your educational expenses.

In addition to educational assistance for formal education, [Company] may arrange training programs which enable you to progress in your technical knowledge of our business. If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of your [Manager]. Since these seminars are usually offered only at specified times within a geographical area, please be sure to notify your [Manager] as far in advance as possible. This way, s/he can attempt to schedule workloads to accommodate your (and/or other employees') desire to attend the seminar. Keep in mind your department's budget restrictions may have an impact on you obtaining approval.

Employee Purchases of [Company]'s Product

- 🔊 Use this policy only if your company sells a product that would potentially be purchased by your employees.
- 🔊 You may wish to specify days or hours for employee purchases to help control purchases and give management more accountability.
- 🔊 Abuse of the Employee Purchase Policy and "no charging" customers are serious forms of business theft. Employees may consider discount abuse acceptable, because discounting may not be considered "stealing." Compounding this perception is the fact that companies often promote a discounting program without nearly enough emphasis on the program's limitations. One way to demonstrate your concerns is to distribute a memo specifically addressing the issue of discounting.

As an employee of [Company], you are entitled to purchase merchandise at [for example, ten (10)]

percent above [Company]'s cost, plus tax and freight, if applicable. What you buy must be for your own personal use or that of your immediate family and not for resale or use by others.

Employees giving discounts to friends is one of the most common abuses any company can face - we understand that it can be tempting to give friends a "good deal."

This is [Company]'s policy concerning employee discounting:

The employee purchase privilege is offered for the use of employees and the members of their immediate family. Under no circumstances should company products be removed from the premises unless accompanied by a receipt from [Company]. Employees are permitted to buy company products at a discount for personal use but it is an abuse of the employee purchase privilege to buy items from [Company] on behalf of people outside your immediate family. [Company] considers such behavior a form of theft and violators will be treated accordingly.

Merchandise must be checked out by someone other than yourself. The purchase may be paid for by check (with invoice number on the check) or charged to [Company]. If you charge the purchase to [Company], you must pay the account in full within thirty (30) days or the outstanding balance will be deducted in full from your next paycheck. Non-stock items must be paid for in advance and are not returnable or exchangeable.

We must continually work together to remove the threats posed by unauthorized employee purchasing. This is a priority at [Company].

Paid Time Off

“Sickness is the vacation of the poor.”

~ Apollonaire

- 🔊 Will you combine paid time off into one category or will you separate it out into sick and vacation time? It is easier to categorize it all as paid time off only; if you use both sick and vacation time, you can potentially end up penalizing your employees with good attendance. For example, if an employee never takes a sick day, they will use their vacation time and have no more available to take off. If someone else uses all their vacation time, they may very well use their sick time as vacation time, and you will never know. Nor do you want to know. The reasons for someone’s absence are not really the business of management. We don’t want to have medical information about our employees.
- 🔊 According to a study by the Erdlen Bogard Group, Inc. of Wellesley, MA, burn-out is seen by many work experts as a substantial cause of lost or declining productivity. In addition, companies are realizing that the lifestyles of their employees require more time off. They want to have extended leaves in the summer and winter.
 - If vacation policies are not competitive, employers will not attract high-caliber employees. Nearly every company offers two (2) weeks vacation after one (1) year of employment. 54 percent offer three (3) weeks off after 5-7 years on the job, while 38 percent furnish this benefit after only 1-4 years. 48 percent of those companies surveyed grant four (4) weeks’ vacation after 8-10 years, but 27 percent require 15-20 years of service. Five (5) weeks off is afforded by only ten (10) percent of the firms, with 87 percent requesting 15-25 years of employment first.
 - You may want to give bonus vacation weeks when an employee reaches his or her 10th, 15th or 20th anniversary year, or as a possible performance incentive.
 - With exceptions for management and executive personnel, the majority of companies use longevity as the basis for determining vacation time.
- 🔊 We recommend having one category of time off – Paid Time Off (PTO) – any of which can be used for vacation, illness, personal appointments or religious holidays that are not covered in paid holiday time off.
- 🔊 There are a variety of elements that must be considered when crafting a paid time off plan:
 - Will you combine paid time off into one category (recommended) or will you separate it out into sick and vacation time?
 - Will it be accrued or awarded? That is, will time be accrued each pay period, and if so how much, or be awarded after a certain amount of service?
 - Will vacation be administrated on a calendar year (prorated with everyone starting fresh in January or at the beginning of the fiscal year) or by anniversary?
 - Can employees carry over any unused vacation time?
 - May employees borrow any time that they have not yet accrued?
- 🔊 **3 unexpected pitfalls of switching to a PTO plan**
- 🔊 Posted in: [Employment law](#), [In this week's e-newsletter - benefits](#), [Latest News & Views](#), [Pay and benefits](#), [policies](#)

Paid time off banks are very appealing these days, but buyer beware: Moving to a PTO plan can come with a few hidden pitfalls. Here are some common problems and how to sidestep them:

🔊 **State regs can bite you**

- You may have to cash out unused days when you convert to a PTO plan. Some states *require* employers to pay out their workers' earned, but unused vacation days.
- Tip: Check your state laws, and consider estimating that cost before you start planning a switch. Then you'll know what you're in for.

🔊 **Handling accrued vacation time**

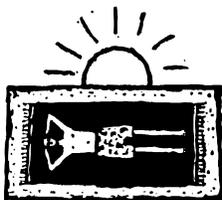
- It's also smart not to force workers to lose any vacation time they've accrued.
- Yes, you may save money if you do, but you stand to lose a lot more through reduced employee morale.
- Making such a move will, at the very least, make employees hesitate to buy into the PTO plan. At worst, it'll have them poking around online job sites.

🔊 **Buying/selling days**

- It's also best to decide in advance what your stance will be on workers selling days back and buying time.
- Offering employees the option to sell back their unused PTO days is popular, but it can get messy if they want to sell them to co-workers.
- Best bet: If you're going to let workers sell unused days, have them sell their days to a general bank — not to individuals.

About Our Paid Time-Off Program

- 🔊 We encourage you to offer paid time off (PTO) instead of vacation, sick and personal days. Not only is PTO beneficial in terms of administrative ease, it also provides an incentive for employees to not call in sick.
- 🔊 If you are considering changing your current vacation and sick time policies and implementing a PTO system, we suggest taking two-thirds of the total vacation, sick, and/or personal time which employees are currently eligible to accrue.
- 🔊 If you choose to combine all personal, sick, and vacation time into PTO, use this verbiage and delete the "Vacation & "Sick Days" paragraphs **highlighted** below. If you choose to go the Personal Time, Sick Time Vacation route, delete all references here to PTO and un-highlight the sections below.



[Company]'s Paid Time Off (PTO) Program combines personal, vacation, sick time and other time off not otherwise covered by the company's leave policies into one total PTO bank. PTO may be taken as vacation time, to allow you to rest, relax, and pursue special interests. So, instead of receiving a fixed amount of time for each type of paid time off, you can access a pool of days (all of which are considered your PTO days) to use as you see fit. You can use your accrued PTO for vacations, in case of your illness or that of a family member, for personal matters, to participate in personal interests, or for religious observances.

PTO may also be used during an employee's own illness, to care for an ill child, or for medical, legal or other personal business appointments which can only be scheduled during business hours. [Company] has provided PTO as one of the many ways in which we show our appreciation to our employees, whom we view as our primary customers.

- 🔊 If you choose to maintain vacation and sick time, use all of the PTO verbiage below.

☞ The following PTO/Vacation paragraphs work for either choice – edit to say either PTO or Vacation

How Our PTO Plan Works

☞ Will it be accrued or awarded? That is, will time be accrued each pay period, and if so how much? How soon can it be utilized and when and how will it increase? (Ex: accrues beginning with first day of employment, at the rate of 80 hours per year, and can be utilized after 90 days of employment. Any time off taken prior to this is unpaid. This would accrue at 3.08 hours per pay period if there are 26 pay periods a year). This might increase after three years of employment to 15 days (120 hours) per year. If you choose the awarded approach, this requires a little less administration, in that whatever the designated amount per year, it is awarded after a certain amount of service.

☞ A common approach to awarding paid time off is that one week (five days or 40 hours) is available after six months of service, then another week after one year. Any time off taken prior to this is unpaid. This is not very popular for employees – below is somewhat of a hybrid approach.

☞ ACCRUAL LANGUAGE

All full time employees of [Company] are eligible to accrue PTO in accordance with the terms of this program. Temporary employees do not accrue PTO. In general, employees may use PTO only after it is accrued. In some cases, however, your manager may approve a request to advance PTO, subject to your written agreement to repay any such PTO advanced if your employment should terminate for any reason prior to accruing sufficient PTO to “repay” the amount advanced.

☞ -- OR -- AWARD LANGUAGE

Eligible employees will be awarded Paid Time Off hours once a year, on January 1st. New employees hired before June 1st will receive upon commencement of employment the total first year award of ten days, which is available following an eligibility period of 90 days. Those hired between June 1st and October 1st will receive five days PTO, also available after 90 days. Anyone hired after October 1st will be eligible to receive PTO at the beginning of the next calendar year. PTO hours may be used for vacation, illness, family illness, medical leave, doctor appointments or emergencies. The schedule is as follows:

For example:

Length of Employment	PTO Hours Awarded January
Up to first calendar year	Prorated, if hired before October 1
Beginning of first full calendar year	10 days or 80 hours
Beginning of second full calendar year	15 days or 120 hours
Beginning of fifth full calendar year	20 days or 160 hours

Whenever possible, your manager must approve PTO in advance. Your manager will approve requests for PTO based upon operational requirements and business needs; consequently, PTO used for personal purposes may have to be deferred. You are responsible for tracking your PTO to ensure that you are using your time off in accordance with this program. Your PTO accrual rate depends on your length of employment with [Company], as follows [this is a suggestion]:

Classification	Total Annual Benefit	Accrual Rate (based upon bi-weekly pay cycle)
Non-Exempt (Hourly)/Exempt (Salaried)		
0 through 3 years of service	80 hours	3.07 hours per pay period
3 through 6 years of service	120 hours	4.62 hours per pay period
6 or more years of service	160 hours	6.15 hours per pay period
Exempt (Salaried)* / Director / Officer		
0 through 3 years of service	120 hours	4.62 hours per pay period
3 through 6 years of service	160 hours	6.15 hours per pay period
6 or more years of service	200 hours	7.69 hours per pay period

PTO Policies

Except in the instance of illness, all PTO must be scheduled in advance with your [Manager]. Every effort will be made to grant your request for PTO at the time you desire. However, PTO cannot interfere with your department's operation and therefore must be approved by your [Manager] in advance. If any conflicts arise in requests for PTO, preference will be given to the first employee who requests the time off.

Normally, only accrued PTO may be taken. You may not receive advance PTO pay (for time off taken in excess of your PTO accrual balance) without written authorization from your [Manager]. Such authorization is at the discretion of your [Manager], and must be granted in advance of your time off. Any amount of advance PTO paid but not yet accrued at the time of termination of employment, will be deducted from your final paycheck.

If you are on an approved leave of absence for less than thirty (30) days, your PTO eligibility will not be affected. If the leave extends beyond thirty (30) days, PTO will not continue to accrue.

If you have unused and accrued PTO hours upon the termination of your employment with [Company], you will be paid for that time at your regular base hourly rate.

How PTO Accrues

- ☞ Will vacation be awarded or accrued on a calendar year (prorated with everyone starting fresh in January or at the beginning of the fiscal year) or by anniversary (a more common approach which makes more sense, but requires more administrative effort.)
- ☞ FYI, JIAN offers a employee records database management system call [HRFileBuilder](#) that can help you administer these details.
- ☞ Language for Accruing by Anniversary Year:

PTO accrual begins on your first date of employment. All earned PTO time should generally be taken within the 12-month period of accrual, and in no less than ½ day increments. Part-time and temporary employees are not eligible to accrue PTO time.

- ☞ OR -- Language for Accruing by Calendar Year:

The PTO program is administered on a calendar year basis. You accrue 1/26 of your annual PTO after each full pay period. In the calendar year in which you reach a service anniversary date that changes the

amount of PTO for which you are eligible, you will begin accruing at the higher rate in the pay period that includes the anniversary.

Employees are encouraged to take their Paid Time Off each year. However, if you are unable to use your PTO during the year, you may carry over up to 150% of your annual awarded PTO. Exceptions to this policy may be made in unusual circumstances. Each case will be considered separately by management.

- ☞ Can employees carry over any unused vacation time? If so how much and for how long? A common recommendation is to allow people to carry over no more than half of what they would accrue in a year (in addition to their current balance) so for those who earn two weeks a year, they could carry over one week, for a total package of three weeks.
- ☞ You can also define the time frames in which carryover is allowable, such as anything carried over must be used in the first quarter of the following calendar or anniversary year. They must understand that carrying past the defined time limit means that they must use it or lose it. This of course would not apply if they were prohibited from taking their time off due to the needs of the business. Any exceptions of this type should be in writing.

Carryover of Paid Time Off

☞ CARRYOVER LANGUAGE

Although we encourage employees to take their vacation time, some vacation may be carried over, not to exceed 150% of the accrued PTO time. Employees who are on an approved leave of absence do not accrue vacation time during the leave.

Once the maximum amount has been reached, no additional PTO will be earned until some of the accrued PTO is used, thereby reducing the amount of an employee's earned vacation below the applicable maximum. If you are not able to take the time due to the needs of the business (as defined by your [Manager]), [Company] will pay for any time you have lost.

Employees on unpaid leaves of absence do not accrue PTO during the period of the leave. Please consult the applicable leave of absence policy in this handbook or contact your [Manager] or the [HR Manager] for further information.

☞ OR -- NO CARRYOVER LANGUAGE

Employees must use Paid Time Off they have accrued/been awarded or risk losing it, unless other arrangements have been made with their supervisor prior to the time limit elapsing.

Borrowing of Paid Time Off

☞ (Accrual systems only)

- ☞ May employee borrow any time that they have not yet accrued? Many companies allow employees to borrow what they might accrue in a defined coming time period, such as 30 or 60 days, with the understanding that if they leave the company under any circumstances before the used time off has been accrued, the amount will be deducted from their final paycheck.

☞ BORROWING LANGUAGE

After six months of employment, employees may borrow up to one week of paid time off for special circumstances, if approved in advance by the their manager. Any employee who borrows Paid Time Off and whose employment ends under any circumstances before the used time off has been accrued, will have that amount deducted from their final paycheck. Employees who are on an approved leave of absence do not accrue paid time off during the leave.

☞ NO BORROWING LANGUAGE

Paid Time Off is not available to be taken until it is awarded. No advances will be made on PTO banks. Any approved time taken off prior to award or after bank is exhausted will be without pay.

Scheduling of PTO

- ☞ Only applies to PTO, not vacation/sick plans

You have the discretion to use your time off for whatever purpose you wish, for no more than two weeks at a time. It should be requested in advance, and we recommend not making any firm plans until you have received approval from your manager. However, you will not be able to take more paid time off than the program allows, so it is very important to plan the use of your PTO benefit carefully. For example, if you schedule a vacation but you exhaust your accrued PTO benefit for some reason (due to illness or for other reasons) before the scheduled vacation begins, depending upon your manager's decision, you may not be able to take the vacation.

PTO & Termination of Employment

- ☞ You are under no obligation to pay out Paid Time Off at the time of termination unless your policy states so and if employees meet whatever criteria you have established to do so. It is critical to administer this policy with complete consistency. Some companies will offer to pay out prorated PTO based on tenure.
- ☞ Consult with your attorney concerning your state's requirements regarding payment of PTO at the time of an employees termination. For example, in California, any unused, accrued PTO must be paid out at the time of termination. This differs from sick leave; unused sick time is not required to be paid out.

If your employment with [Company] terminates for any reason other than misconduct, you will be paid 50% of any accrued and unused PTO. If you have used more PTO than you accrued, you are required to pay back the overused balance at the time of your termination.

Paid Holidays

- ☞ You are under no obligation to provide any paid holidays. You may change this option from year to year based upon where in the week holidays such as Christmas fall. The top nine listed below are the main holidays that most companies offer as paid days off.
- ☞ There is no law that requires private employers to give employees a day off or provide holiday pay for any holiday. However, employers should make efforts to reasonably accommodate the religious practices of their employees by allowing time off for religious days that the employee observes, unless such accommodation would impose an undue hardship on the employer.
- ☞ Should you decide to have a Floating Holiday Policy, you should include a clear definition of what "floating holiday" means. Specifically, if the Floating Holiday Policy allows an employee to take the "floater" at any time, for any reason, it should be treated as vacation time which accrues and may be required to be paid out at termination if unused. This is true for California, for instance. However, if the floating holiday is tied to a specific event, such as the employee's birthday or anniversary date, it is treated as a holiday and is not required to be paid out at termination. In effect, how an employer defines a floating holiday is critical to the issue of whether unused days must be paid out at the end of the employment relationship.
- ☞ Other possible paid company holidays include: Good Friday, Washington's Birthday, Floating Holiday(s), Lincoln's Birthday, Columbus Day, Martin Luther King's Birthday, employee's birthday, and others. Modify the following list of holidays to suit your company's policy.
- ☞ We also encourage companies to give part-time employees pro-rated holiday pay based on the number of hours the part-time employee is scheduled to work on the holiday.

- ☞ [How much paid holiday time does your firm offer?](#)

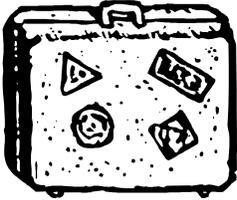
December 31, 2009 by Jared Bilski

Posted in: [Benchmarking](#), [Latest News & Views](#), [Management issues](#)

The holiday season means some much needed time off for stressed-out employees. How much time off does your firm give — and how does it compare to other companies? According to the

Bureau of National Affairs annual *Year-End Holiday Practices* survey, over half (58%) of employers are offering workers three or more paid days off this holiday season. The percentage of firms providing three or more paid vacation days is the same as it was back in the late 90s — the last time Christmas and New Year's Day fell on a Friday. Other findings from the survey:

- 24% of companies are giving four or more days of paid holiday leave
- 40% of companies are giving at least two days of paid holiday leave, and
- 2% of companies are offering fewer than two days of paid holiday leave.



[Regular full-time employees / Regular full-time employees and part-time employees on a pro-rated basis] are eligible for holiday pay. [Company] observes [nine (9)] paid holidays each calendar year. These are:

- Christmas Day
- Christmas Eve
- Day After Thanksgiving
- Independence Day
- Labor Day
- Memorial Day
- New Year's Day
- New Year's Eve
- Thanksgiving Day
- [Martin Luther King's Birthday]
- [President's Day]

Holiday observance will be announced in advance. All employees who are regularly scheduled to work 20 or more hours per week are eligible for holiday pay. Holiday pay is prorated based upon the hours per week you are regularly scheduled to work. Temporary employees are not eligible for this benefit. If a holiday falls on a day when you are regularly scheduled to be off, you will still receive the holiday pay.

Due to the nature of our business, it may be necessary for some of our employees to work on a holiday. If this occurs, those non-exempt employees required to work will be paid a maximum of eight (8) hours holiday pay, plus their regular rate of pay for the hours worked (plus any applicable overtime). Exempt employees required to work on a company holiday will receive an alternate day off in lieu of the holiday. The manager must approve the alternate day off [if it applies].

In order to be eligible for holiday pay, employees are required to work the day before and the day after the holiday, according to their individual schedule. The only exception to this is a situation where an employee has received prior approval from their manager/manager to use PTO. Employees on a leave of absence, whether paid or unpaid, are not eligible to receive holiday pay.

Holiday pay is not considered to be time worked, and is not used in computing overtime for the week. If an employee terminates employment for any reason, holiday pay will not be paid out for any holidays that occur beyond the date of termination. Should an exempt employee work on a holiday with an alternate day off scheduled, but terminate employment prior to taking the day off, the employee will receive compensation for that day. Questions regarding this policy should be referred to your manager.

Holiday Policies

🔊 Not all companies offer time off for religious holidays, but it is fairly common practice.

You may take time off to observe your religious holidays. If available, a full day of unused [vacation /

sick / paid time off / personal] leave may be used for this purpose, otherwise you won't be paid for this time off. Please schedule the time off in advance with your [Manager].

All national holidays are scheduled on the day designated by common business practice.

In order to qualify for holiday pay, you must work the scheduled workday immediately before and after the holiday. Only excused absences will be considered exceptions to this policy.

If a holiday occurs during your scheduled vacation, you are eligible for the holiday pay.

You are not eligible to receive holiday pay when you are on an unpaid leave of absence.

About Our Time-Off Program

🔊 If you are going to implement the PTO only policy, you may delete the gray highlighted sections below.

Vacations

[Company] recognizes the value of vacation time for the employee. It is important for employees to enjoy periods of relaxation away from the business.

Sick Days

Full-time employees, after 90 days of employment, will earn one sick day per quarter their first year. Then on their anniversary date of hire each year, full-time employees will receive four days of sick leave for their use over the next 12 months. Sick time may also be used to assist your families with their well-care. Sick days not taken are not paid and do not accumulate if not used.

Personal Time Off

🔊 If your company elects not to implement a PTO policy, you may consider granting a specified amount of time off for personal matters each year, and calling it Personal Leave. Two (2) to five (5) days per year is the typical number of days given. Give employees the option of accumulating a reasonable number of days (ten (10) or twenty (20)) for the future, or create a payback system for those who don't abuse the privilege.

🔊 Companies who permit time off only for illness or injury often learn that employees will take time off for urgent personal matters anyway. Granting personal leave at least gives you the right to expect reasonable advance notice when an employee will not be at work, and helps prevent employees from abusing sick leave benefits.

🔊 Don't let an employee's personal leave accrue during an extended leave of absence.

🔊 Please choose one (1) of the following two (2) options for your Personal Leave Policy.

Regular full-time employees and part-time employees working a minimum of [fifteen (15) / twenty (20) / twenty-five (25)] hours per week are eligible to accrue personal leave on a pro-rated basis. Personal leave hours begin accruing [on your hire date / after completing your Introductory Period].

🔊 -- OR --

Only regular full-time employees are eligible to accrue personal leave. Part-time employees are not eligible. Personal leave hours begin accruing [on your hire date / after completing your Introductory Period].

Amount of Personal Leave

🔊 A simple formula for calculating earned personal leave for full-time employees is as follows:

🔊 number of personal / 12 months = number of personal leave

🔊 leave hours per year per year hours accrued per month

🔊 Example:

🔊 24 personal leave / 12 months = 2 personal leave hours

🔊 hours per year per year accrued per month

🔊 Modify the following chart by inserting the computations from above in the spaces below.

Years of Employment	Monthly Accrual Rate (In Hours)	Total Accrual Per Year (In Days)
[Less than five (5) years]	[monthly accrual]	[total accrual]
[Five (5) to ten (10) years]	[monthly accrual]	[total accrual]
[More than ten (10) years]	[monthly accrual]	[total accrual]

You are eligible to take [two (2) / three (3) / four (4)] days of paid personal leave during each year.

Personal Leave Policies

If you are a non-exempt employee, you may use your personal leave in units of no less than [(one (1) / two (2) / three (3) / four (4)] hours at any one time. [Company] offers you this personal leave benefit to accomplish personal business that cannot be done during time other than your normal working hours. You are required to request personal leave from your [Manager] in advance and obtain her/his approval.

Employees going on an unpaid disability leave of absence may apply their personal leave at the time the leave starts if they wish.

If you are on an approved leave of absence for less than thirty (30) days, your personal leave eligibility will not be affected; should the leave extend beyond thirty days, personal leave will not continue to accrue.

In the event of an illness or injury which is covered by workers' compensation insurance, this personal leave policy will not apply.

Accumulation Rights

🔊 Please choose one (1) of the following three (3) options for your Personal Leave Policy.

Accrued personal leave may be carried over and accumulated from year to year, up to a maximum of [five (5) / ten (10) / fifteen (15)] days. At the time of termination of employment, any unused personal leave will be [paid at your base rate / paid at half of your base rate / canceled out and not paid for].

🔊 -- OR --

Personal leave not used during a year will be paid for at your base rate at the end of the year.

🔊 -- OR --

Personal leave may not be carried over and accumulated from year to year. Personal leave not used during a year will be canceled out and not paid for.

Sick Leave

🔊 An employer is not required by law to provide paid sick leave, but may be required to provide unpaid leaves for a qualifying serious health condition and/or for on-the-job injuries or illnesses. If your company employs more than fifty (50) employees, you may be required to provide family care and medical leave to certain employees.

🔊 Usually employees must complete the Introductory Period before becoming eligible for paid sick leave. Make sure this policy mirrors information in your Introductory Period description. For non-

exempt employees, allowing sick time to be used in two (2) hour increments is also customary; someone just seeing a doctor need not lose a full day of work. For exempt employees, however, we advise not deducting sick leave from an employee's salary for personal absences of less than one (1) day at a time. Otherwise, according to the FLSA, the exempt employee could lose his/her exempt status and your company could suffer penalties for misclassification.

Employers should strongly consider requiring medical verification of illness or reserving the right to do so.

Please choose one (1) of the following two (2) options for your Sick Leave Policy.

Regular full-time employees and part-time employees working a minimum of [fifteen (15) / twenty (20) / twenty-five (25)] hours per week are eligible to accrue paid sick leave on a pro-rated basis. Sick Leave hours begin accruing [on your hire date / after completing your Introductory Period].

-- OR --

Only regular full-time employees are eligible to accrue sick leave. Part-time employees are not eligible. Sick leave hours begin accruing [on your hire date / after completing your Introductory Period].

Amount of Sick Leave

A simple formula for calculating earned sick leave for full-time employees is as follows:

number of sick leave / 12 months = number of sick leave hours

hours per year per year accrued per month

Example:

40 sick leave hours / 12 months = 3.33 sick leave hours

per year per year accrued per month

Modify the following chart by inserting the computations from above in the spaces below.

Years of Employment	Monthly Accrual Rate (In Hours)	Total Accrual Per Year (In Days)
[Less than five (5) years]	[monthly accrual]	[total accrual]
[Five (5) to ten (10) years]	[monthly accrual]	[total accrual]
[More than ten (10) years]	[monthly accrual]	[total accrual]

Sick Leave Policies

If you must be absent from work because of a personal illness, you may be eligible to accrue sick leave at the rate of [number of days per month] days per month of continuous service, up to [number of days per year] days per year.

If you are a non-exempt employee, you may use your sick leave in units of no less than [one (1), two (2), four (4)] hours at any one time. Please let your [Manager] know that you will be absent from work due to illness as early as possible. Normally, only accrued sick leave may be taken.

In addition to utilizing sick leave in the event of your own illness, sick leave may also be used for the purpose of visiting doctors, dentists or other recognized practitioners. Sick leave may also be used for the purpose of tending to a serious illness suffered by a member of your immediate family, in the event the illness requires your personal time and attention. For purposes of this policy, immediate family includes spouse, child, parent, or sibling living in your home.

[Company] may, in its sole and absolute discretion, require a doctor's certificate verifying the necessity for absence(s) and the specific illness, injury, or other disability to which the absence is attributed.

If you are on an approved leave of absence for less than thirty (30) days, your sick leave eligibility will not be affected. Any accrued sick leave will be paid at the time the leave begins. Should the leave extend beyond thirty (30) days, sick leave will not continue to accrue.

In the event of an illness or injury which is covered by workers' compensation insurance, this Sick Leave Policy will not apply, but will defer to state statutes.

Accumulation Rights

☞ Please choose one (1) of the following three (3) options for your Sick Leave Policy.

Sick leave not used during the year will be paid for at your regular base rate at the end of the year.

☞ -- OR --

☞ Paying out sick leave is an incentive you provide your employees which encourages them not to use sick leave. Remember, though, you are not required to pay out sick leave upon termination.

Sick leave may be carried over and accumulated from year to year, up to a maximum of [ten (10) / fifteen (15) / twenty (20)] days. At the time of termination of employment, any unused sick leave [will / will not] be paid.

☞ -- OR --

Sick leave may not be carried over and accumulated from year to year. Sick leave not used during the year will be canceled out and not paid for.

Vacations

☞ If your company has chosen to implement a PTO leave policy, **please disregard and delete the Vacation, Sick and Personal leave policies** as these are all rolled into the PTO policy

☞ Vacation benefits are not required by any state or federal law.

☞ Policies need to identify eligible employees and must describe the rate of accrual, as well as the minimum increments in which vacation may be used. Policies should also include a provision which puts a ceiling on the number of vacation days that may be accrued.

☞ If an employer permits employees to take vacation time before it is earned, it is considered to be a salary advance. If the employee then terminates his/her employment before accruing the vacation advanced, the employer is permitted to deduct from the employee's final paycheck the amount of pay for the unearned vacation time **ONLY IF** the employee was informed in writing that the unearned vacation pay would be deducted from the final paycheck. As such, including this information in the vacation policy will fulfill this function. A written acknowledgment at the time the vacation advance is requested is also advisable.

☞ We encourage companies to pro-rate vacation for part-time employees.

Vacation is a time for you to rest, relax, and pursue special interests. [Company] has provided paid vacation as one of the many ways in which we show our appreciation for your work, knowledge, skills, and talents; all of which contribute to make [Company] a leader in its field.

☞ Please choose one (1) of the following two (2) options for your Vacation Policy.

Regular full-time employees and part-time employees working a minimum of [fifteen (15) / twenty (20) / twenty-five (25)] hours per week are eligible to accrue paid vacation on a pro-rated basis. Vacation hours begin accruing [on your hire date / after completing your Introductory Period].

☞ -- OR --

Only regular full-time employees are eligible to accrue vacation. Part-time employees are not eligible. Vacation hours begin accruing [on your hire date / after completing your Introductory Period].

Amount of Vacation

- ☞ According to a study by the Erdlen Bogard Group, Inc. of Wellesley, MA, burn-out is seen by many work experts as a substantial cause of lost or declining productivity. In addition, companies are realizing that the lifestyles of their employees require more time off. They want to have extended leaves in the summer and winter.
 - If vacation policies are not competitive, employers will not attract high-caliber employees. Nearly every company offers two (2) weeks vacation after one (1) year of employment. 54 percent offer three (3) weeks off after 5-7 years on the job, while 38 percent furnish this benefit after only 1-4 years. 48 percent of those companies surveyed grant four (4) weeks' vacation after 8-10 years, but 27 percent require 15-20 years of service. Five (5) weeks off is afforded by only ten (10) percent of the firms, with 87 percent requesting 15-25 years of employment first.
- ☞ You may want to give bonus vacation weeks when an employee reaches his or her 10th, 15th or 20th anniversary year, or as a possible performance incentive.
- ☞ With exceptions for management and executive personnel, the majority of companies use longevity as the basis for determining vacation time.

Eligible employees accrue vacation for each month of service. The vacation accrual rate is based on length of employment, as follows:

- ☞ A simple formula for calculating earned vacation for full-time employees is as follows:
 - $\text{number of vacation hours per year} / 12 \text{ months} = \text{number of vacation hours accrued per month}$
 - Example:
 - $80 \text{ vacation hours per year} / 12 \text{ months} = 6.66 \text{ vacation hours accrued per month}$
 - Modify the following chart by inserting the computations from above in the spaces below.

Years of Employment	Monthly Accrual Rate (In Hours)	Total Accrual Per Year (In Days)
[Less than five (5) years]	[monthly accrual]	[total accrual]
[Five (5) to ten (10) years]	[monthly accrual]	[total accrual]
[More than ten (10) years]	[monthly accrual]	[total accrual]

Vacation Policies

[Company] will always try to let you use your vacation time as desired, but vacations cannot interfere with your department's operation. Therefore, your vacation must be approved by your [Manager] at least [one (1) week / two (2) weeks / three (3) weeks / one (1) month] in advance. If any conflicts arise in vacation requests, preference will be given to the employee with the longest length of continuous service.

Normally, only accrued vacation may be taken. You may not receive advance vacation pay (for vacation time taken in excess of your vacation accrual balance) without written authorization from your [Manager]. Such authorization is at the discretion of your [Manager], and must be granted in advance of your vacation. Any amount of advanced vacation paid but not yet accrued at the time of termination of employment will be deducted from your final paycheck.

All vacation time must be taken in [full day / full week] increments, unless otherwise authorized in writing. Specific vacation dates must be approved by your [Manager]. Your [Manager] has the responsibility to maintain adequate staffing levels and has the authority to limit the approval of vacation requests in order to meet operational needs. Requests will normally be granted as long as your absence will not seriously affect [Company]'s operations. Usually, only one employee may be out on a vacation day in a department at any one time.

If you are on an approved leave of absence for less than thirty (30) days, your vacation eligibility will not be affected. If your approved leave of absence extends beyond thirty (30) days, vacation time will not continue to accrue.

Accumulation Rights

☞ An employer may require that employees take their vacation within a specified period. However, an employer may not force employees to lose accrued vacation if they fail to use it by a specific date. Instead, employers are advised to establish a “cap,” defined as the maximum number of vacation hours that may be accrued. When the maximum number of hours has been reached, the employee does not accrue any more until the employee uses the vacation hours and the accrued time drops below the established cap. Caps often used by employers are one and a half or two (2) times the annual accrual rate (for example, three (3) or four (4) weeks for an employer granting two (2) weeks of vacation per year).

Employees are encouraged to use their vacation to take regular time off each year. If they do not, vacation will accrue until the employee has reached a maximum of [twenty (20) / twenty-five (25) / thirty (30)] vacation days. At this point, no further vacation will be accrued until the employee uses vacation hours equal to the amount accruable during one month.

Exceptions to this policy may be made in unusual circumstances. Each case will be viewed on an individual basis by management.

Vacation Time & Termination of Employment

☞ Vested or accrued vacation benefits cannot be forfeited -- when an employee quits or is terminated, all accrued and unused vacation benefits must be paid in the final paycheck.

If you have unused vacation days upon the termination of your employment with [Company], you will be paid for that time at your regular base hourly rate.

If you have used more Vacation than you accrued, you are required to pay back the overused balance at the time of your termination.

Paid Leaves of Absence

- 🔊 The most common types of paid leaves are holidays, sick, vacation, and Paid Time Off, if applicable. Any time an employee is not working (for whatever reason, including disability) and is still getting paid is considered to be a paid leave. In the interest of remaining competitive and in creating a healthy and productive work environment, we encourage employers to provide a rich array of paid leave plans.

In the interest of maintaining a healthy balance between work and home, [Company] offers eligible regular [full-time and part-time employees / full-time employees and part-time employees on a pro-rated basis] paid time off.

Time off is paid using your base hourly rate, excluding shift premiums and overtime compensation, if any.

Bereavement / Funeral Leave

- 🔊 You are not obligated to provide bereavement leave, but if you do, be sure to define what constitutes family members and if a death certificate is required to receive paid time off.

Regular full-time employees may be eligible for a paid absence to attend the funeral of the following family members:

- Child of Employee/Spouse/Domestic Partner
- Grandchild of Employee/Spouse/Domestic Partner
- Grandparents of Employee/Spouse/Domestic Partner
- Parent/Legal Guardian of Employee/Spouse/Domestic Partner
- Relative living in the household of Employee/Domestic partner.
- Sister/Brother of Employee/Spouse/Domestic Partner
- Spouse/Domestic Partner

You may take up to 3-5 scheduled workdays off (depending upon necessary travel) with pay with the prior approval by your [Manager]. Please contact the [HR Manager] if you wish to request a Bereavement Leave. Additional unpaid time off may be approved on a case-by-case basis.

With your [Manager]'s approval, you may take up to one full day without pay to attend funerals of other relatives and friends. If you prefer, unused personal leave or a day of accrued vacation may be used for this purpose.

Funeral leave pay will only be made to employees for actual time spent away from work for the funeral or its arrangements. For example, if the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave.

Jury Duty / Witness Duty

- ☞ Most states do not require that you pay anything to the employee at all if she/he is called for jury duty. In those states, a per diem amount plus expenses is generally paid directly to employee/jurors by the state court. This amount may range from \$5 to \$25 depending on the length of service and if the person is actually selected to serve on a jury. We suggest letting the employee keep the jury pay, either in addition to or in lieu of their regular pay. You may cause the employee to experience negative tax implications by asking that the checks be turned over to your company. An option would be to pay the difference between the amount of the jury paycheck and the pay they normally would have received.
- ☞ Depending on local laws, you may want to set limits on how many days of jury duty you will pay for, if any, and set a qualifying period of employment before you will pay for jury leave.
- ☞ A number of states (AZ, CO, CT, DC, FL, MA, NY) have shifted to a “one-day, one-trial” jury service requirement, under which persons serve for one day or one trial, whichever is longer. In such states you may be required to pay regular wages to your full-time employee/juror for an initial period ranging from three (3) to five (5) days, should the jury service extend that long. Part-time employees are generally not entitled to continued wages under these laws. The state court pays nothing to eligible employees during the initial period, and then may pay from \$25 to \$50 per day thereafter. You need not continue the employee’s wages after the initial period, although many employers choose to do so, requiring that employees turn over their jury duty checks to the company as an offset against the salary continuation they are receiving from the company.
- ☞ Because these requirements vary significantly from state to state, and from county to county within a state, it is best to call your state or county court or jury administrator’s office to clarify specific mandates for both your business’s location and your employees’ residences.
- ☞ Employers may not discharge or discriminate an employee for taking time off, as required by law, to serve on a jury or appear in court as a witness. There is no requirement, however, that employers provide a paid leave.

[Company] encourages employees to fulfill their civic duty and perform jury service when called upon to do so. Employees will be paid their regular compensation while on jury duty (less amounts received from the court) up to a maximum of ten (10) working days, after which the employee will be placed on an unpaid leave of absence until the conclusion of the jury duty service. If you are called for jury duty, you must notify your [Manager] of the need for time off for jury duty within forty-eight (48) hours of receipt of the jury summons. You may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty, within reason, you will be expected to return to work for the remainder of your work schedule.

Leave for witness duty is unpaid. Time off will also be unpaid if you are a defendant in a court action or if you have initiated such court action.

On any day or half-day you are not required to serve, if you are temporarily released from jury duty, or if you are released from jury duty before the end of our work day, you will be expected to return to work.

- ☞ Please choose one (1) of the following two (2) Jury Duty Policies.

[Company] will reimburse you for the difference between your jury pay and your regular pay, not to exceed eight (8) hours per day, for a maximum of ten (10) business days.

In order to receive jury duty pay, you must present a statement of jury service and pay to your [Manager]. This document is issued by the court.

- ☞ -- OR --

[Company] will pay you eight (8) hours of wages per day for a maximum of five (5) days of service, as required by state law.

Sabbatical Leave

- ☞ This policy is optional and at the employer's discretion. Sabbatical leaves serve to encourage employees to make a long-term commitment to your company and may serve to give your company a competitive benefits edge.
- ☞ If you choose to offer sabbatical leave, it should be made available to all employees, regardless of their status.
- ☞ A popular length for sabbatical leave is four weeks after four years of service.

Sabbatical leaves are given to employees in addition to other time off. Their purpose is to reward employees for staying with [Company] by providing long-term employees extra time off during which they may pursue other interests or relax. Every regular full-time employee will be eligible for a paid sabbatical leave of [(two (2) / four (4) / six (6)) days beginning the month in which they reach their [fourth / fifth / sixth] anniversary with [Company]. Thereafter, the full-time employee will be eligible for sabbatical leave beginning in the month in which they reach the [fourth / fifth / sixth] anniversary since the date they were last eligible for a sabbatical leave.

Sabbatical leave does not vest or accumulate. It is lost if not taken within twelve (12) months of eligibility. Sabbatical leave will not be paid out if the employee leaves [Company] before he/she becomes eligible for sabbatical leave, nor will it be paid out in lieu of taking the sabbatical. [Company]'s needs will take priority over scheduling of sabbatical leaves.

School Visits

- ☞ Check with your attorney regarding state laws, as school visit leave is required in certain states.

Parents or legal guardians of school children from kindergarten through grade twelve (12) are allowed to take up to four (4) hours of paid time off per school year per child to visit the child's school.

See also the School Involvement Policy under Unpaid Time Off below.

Voting / Election Day

- ☞ Depending on state law, such as in California, an employer may have to provide paid time off to employees whose regular work hours will otherwise keep them from voting. Please consult your attorney for advice on the laws in your state regarding this policy.

[Company] encourages employees to fulfill their civic responsibilities by voting. We encourage you to exercise your voting privileges in local, state, and national elections. However, since the polls are usually open for a sufficiently long period, you are encouraged to vote before or after regular working hours. If necessary, you may take up to two (2) hours leave from work to vote in a governmental election or referendum. If, however, you are unable to vote during non-working hours, please coordinate your leave with your [Manager].

Unpaid Time Off

- 🔊 A leave of absence can actually be paid or unpaid. Under most circumstances, however, employees are paid for leaves of absences only if they have accrued time for another type of paid leave that can be applied toward an unpaid leave of absence. Under both circumstances and if applicable, some policy considerations for employers to consider include the definition of eligible employees; the circumstances justifying the leave; the duration of the leave; reservation of the right to request or a requirement of written medical certification for the leave and a medical release before the employee returns to work; a discussion of the use of sick leave and vacation accrual, if any during the leave; a discussion of the effect on other benefits, such as health insurance; a requirement that the employee provide advance notice of leaves where possible; a statement as to the employee's right to return to the same or similar position on expiration of leave; a provision that on expiration of the approved leave, employment will terminate if the employee has not returned; whether part-time work will be available for an employee returning from leave who cannot yet work full-time; and any restrictions on subsequent medical leaves.

Approved Leaves of Absence

[Company] grants leaves of absence (LOA) to eligible employees in certain circumstances as described in this section. In general, a leave of absence is an official authorization to be absent from work **without pay** for a specified period of time. You must notify your [Manager] and the [HR Manager] in writing as soon as you become aware of your need for a leave of absence such that the structure of each LOA can be further defined. Each request must provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.

[Company] will consider all leave requests in accordance with applicable law and [Company] leave policies. Should you commence a leave of absence for any reason, you are required to exhaust all of your accrued but unused PTO at the time leave begins (exceptions may be made on a case-by-case basis). Except as specifically provided in connection with a particular LOA, in most cases, benefits such as PTO will not accrue while you are on a leave of absence.

You will be notified as soon as possible whether your leave request is granted or denied. If your leave request is granted, you must comply with the terms and conditions of the leave, including the requirement to keep in touch with your [Manager] during your leave and give them prompt notice of any change in your anticipated return to work date.

Time off for any reason during a working day will count first against your allotted sick days or personal days, as appropriate, in hourly, quarter day, half day or full day increments. Once you have used all of your accrued sick or personal days, the time may be counted against your accrued vacation time. Thereafter, unless specifically excepted, any time off will be without pay.

Returning From a Leave of Absence

Upon timely return from an approved leave of absence, you will be offered the same position you held at the commencement of your leave, if that position or a comparable position is available. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. There are no guarantees of reinstatement; your return to work depends upon your qualifications for existing openings.

In the case of return from Pregnancy Disability Leave, reinstatement is guaranteed consistent with the

requirements of those laws.

Failure to return to work as scheduled from an approved leave of absence or to inform your [Manager] of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment.

Accepting Other Employment or Going into Business While on Leave of Absence

It is a violation of [Company] policy for you to accept other employment or apply for unemployment insurance benefits while you are on an approved leave of absence, unless authorized and approved by the [HR Manager]. The company will treat acceptance of other employment while on a leave of absence from your position at [Company] as a voluntary resignation of your employment as of the day on which you began your leave of absence.

There are several types of unpaid leaves for which you may be eligible.

School Involvement Policy

- 🔊 All companies regardless of size will provide time off to a parent or guardian of a child suspended from school if the employee is asked to appear at the school.
- 🔊 Employers who have 25 or more employees working at the same location are covered by California Labor Code, Section 230.8 allowing up to 40 hours leave per school year for each employee to participate in a child's school activities.
- 🔊 This sentence should be included for companies with employees in California. If no employees are in California, remove the following **bolded** comments.

Employees **in [California]** who are the parent or guardian of a child may be eligible to take unpaid time off from work to participate in activities of the child's school or licensed day care facility. [Company] may require written documentation concerning the activity from the school or licensed day care facility. Please contact your [HR Manager] for additional information or to request time off.

This law provides for leave as follows:



- Employees who are a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 to 12 as well as preschool children attending a licensed day care facility are covered per calendar year.
- Employees covered by the law may take off up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to participate in activities of the school or licensed day care facility.
- Before taking the leave, the employee must give reasonable notice of the planned absence to the employer.
- If both parents are employed by the same employer at the same work site, the planned absence applies only to the parent who first gives notice to the employer. The other parent may take a planned absence at the same time for the same child only if the employer approves the requested time off.
- The employee must use existing vacation or personal leave for the planned absence or may take leave without pay with the employer's approval.
- If the employer so requests, the employee must provide documentation from the school or licensed day care facility as proof that the employee participated in school activities on a specific date and at a particular time.
- Employees will not be discriminated against because the employee has taken time off to participate in school activities.

If you need further clarification, please contact your [Human Resource Manager].

Family / Medical Leave of Absence

- ☞ The federal Family and Medical Leave Act (FMLA) became effective August 5, 1993. The final federal regulations were issued on January 6, 1995. This Act requires employers with fifty (50) or more employees to provide unpaid family and medical leave to eligible employees in certain situations. Family and medical leave is available for:
 - 1) the birth of the employee's child;
 - 2) the adoption of a child by the employee;
 - 3) the placement of a foster child;
 - 4) the care of a parent, spouse or child with a serious health condition; and
 - 5) the care or treatment of an employee's serious health condition which otherwise prevents the employee from performing the functions of her/his job.6) Qualifying exigency (a case or situation that demands prompt action or remedy; emergency) leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces.

Generally, employees with at least twelve (12) months' service and who have completed 1,250 hours in the twelve (12) months prior to the leave (an average of twenty-five (25) hours per week), are eligible for twelve (12) workweeks of unpaid leave in a twelve- (12) month period or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness.
- ☞ It is the employer's responsibility to designate leave as FMLA qualifying and to notify the employee in writing in order to count the time off against the legal entitlement. Federal law requires that such designation must be made when the employer first learns the reason for the leave, and before the leave period ends. Generally, an employer cannot retroactively notify an employee that the proposed leave is family and medical leave. Regulations specify that employers must respond to a leave request, in writing, within ten (10) working days of the receipt of the request.
- ☞ Although not required by law, if you have implemented a Domestic Partner Policy, you may wish to consider including domestic partners and parents or children of domestic partners into your FMLA Policy
- ☞ FMLA was amended in 2009 adding protected leave for certain types of service-member-related leave. But what many employers do not know is that there were also important changes made to the already existing FMLA rules around several new forms for different kinds of FMLA leave and changes some medical certification rules.
- ☞ Those employers subject to the family and medical leave laws should have a policy which, at minimum, complies with their legal obligations. In addition, employers are required to post a notice in a conspicuous place of the right to request family and medical leave.
- ☞ The family and medical leave laws are complex and require employers to make a number of internal policy decisions ~~Despite the publication of the final regulations last year, there are many unresolved issues.~~ Accordingly, employers are urged to contact legal counsel for guidance.
- ☞ Please refer to the Manager's Procedures Guide for more information.

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

Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described within this Family / Medical Leave of Absence Policy, which shall be administered in accordance with applicable state and federal laws as follows:

1. Employees are eligible if they have been actively employed for twelve (12) months, and worked at least 1250 hours (an average of twenty-five (25) hours per week) during those twelve (12) months. This twelve (12)-month period “rolls back” from the date of leave to the prior twelve (12)-month period.
2. Employees may request one (1) or more family care or medical leaves, however, the total amount of leave taken cannot exceed twelve (12) work weeks in any twelve- (12) month period. You may request an intermittent leave or reduced schedule leave to care for a seriously ill family member of if you have a serious health condition that warrants such a request.
3. Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member’s call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

“Covered active duty” means:

- (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- (b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee’s 12-week maximum of FMLA leave in a 12-month period.

4. Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term “covered service member” means:

- (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term “serious injury or illness”:

(a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and

(b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

5. A family leave shall be granted upon the birth or adoption of a child of the employee, or upon the serious health condition of the employee’s child, spouse, or parent.
6. A medical leave shall be granted upon the employee’s own serious health condition.
7. In appropriate circumstances, we may require you to be examined by a company designated physician, at [Company]’s expense.
8. In the event of a serious health condition to the employee or his/her child, spouse, or parent, creating a need for unforeseeable family or medical leave, the employee must provide us with notice, as soon as practicable, of any needed time off, and a written doctor’s certificate. The certification must include the date on which the health condition occurred, the probable duration of the condition, an estimate of the amount of time you need to be off work to care for the family member or for your own health condition, and confirmation that the nature of the condition warrants you to be away from work to care for yourself or your dependent.
9. Employees shall be required to give thirty (30) days advance notice in the event of a foreseeable medical treatment. To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with two (2) weeks advance notification of your intended return date. Failure to do so may delay your return date.
10. For purposes of this policy, a child is defined as a natural, adopted, or foster child, a stepchild or a legal ward. If the child is over eighteen (18), he/she must be unable to care for himself/herself due to a serious illness.
11. A parent is defined as the employee’s or his/her spouse’s natural, adoptive, or foster parent, stepparent, or legal guardian.
12. A serious health condition is defined as a disabling physical or mental illness, injury, impairment, or condition involving
 - 1) Inpatient care in a hospital, nursing home, or hospice; or

- 2) Outpatient care requiring continuing treatment or supervision from a health care professional.
13. Leave of absence rights available to you under other sections of our policy shall be counted towards the total time off available under this section.
14. A Family Care Leave that relates to the birth or adoption of a child must be completed within twelve (12) months of the birth or adoption.
15. Upon completion of a leave granted under this section, you shall be reinstated to your original position, or an equivalent one.
16. If, due to your own medical circumstances, you are no longer able to perform your original job, we will attempt to transfer you to alternate suitable work, if available.
17. You must use any accrued vacation or other accrued paid time off, during your family care or medical leave. If the leave is related to your own serious health condition, you must use any accrued sick leave during your medical leave.
18. While on a leave of absence provided for under this policy, we will continue your group health insurance benefits under the same terms as provided to other employees, for up to a maximum of twelve (12) weeks leave during any one (1) year period. If your leave extends beyond twelve (12) weeks, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules.
 - 🔊 Employers are obligated to maintain and pay the employee's group health care coverage for twelve (12) weeks of leave under the same conditions which the employer would have paid if the employee had continued working and not gone on leave. If employees are required to pay a portion of the premium, employers should include a section informing the employee to check with the designated company representative concerning their obligation to continue to make their premium payment.
19. Other accumulated fringe benefits such as retirement, service credits, sick pay, vacation pay, and the like, shall be preserved at the level accrued as of commencement of the leave, but shall not accrue further during any such leave period.
20. The pay allowances while on disability leave are based on an employee's length of service, as well as the state in which she/he is employed. Disability laws may vary from state to state, and at all times our disability leave policy will be in compliance with the laws of the state in which you are employed.
21. During a period of disability, you may be eligible for disability pay benefits. Please refer to the applicable plan documents for details on eligibility, benefit amounts, and other particulars.
22. If additional family care or medical leave is required you must, prior to expiration of the family care or medical leave, submit additional certification to [Company].
 - 🔊 The following paragraph is optional, and would be used if your company recognizes Personal Leaves of Absence.
23. Should you seek a leave of absence for reasons other than described above, we will evaluate such a request based on particular circumstances present at that time, including but not limited to your current and anticipated work responsibilities, performance, and company needs. [Company] reserves the right to refuse such a request at its sole discretion.

Paid Family Leave (PFL)

- 🔊 Just for California...

- 🔊 Under PFL employees may get partial wage replacement if they take time off to care for a seriously ill family member or to bond with a new child
- 🔊 PFL does not create independent leave and job reinstatement rights.

Effective as of January 1, 2004 a new insurance benefit became effective. The new law provides up to six weeks in a 12-month period of wage replacement benefits to workers who take time off work to care for a seriously ill child, spouse, parent, domestic partner or to bond with a new child. This benefit is not intended to be used for the employee's own serious health condition. The "weekly benefit amount" is determined by the State Disability Insurance (SDI) program. SDI benefits are tied to the level of the State Worker's Compensation benefits. The maximum weekly benefit under this program is \$728/week in 2004, \$840/week in 2005 and after that date, the benefit will be increased by an amount equal to the percentage increase in the "state average minimum wage" compared to the prior year. These benefits will be paid for claims that begin on or after July 1, 2004.

The benefit amount is directly tied to the amount of wages one has earned during what is called the "base period." Thus, employees will only receive benefits proportional to their wages earned in the base period. Under the SDI program, the base period covers 12 months and is divided into four consecutive quarters of three months each. The wages an employee was paid approximately six to 18 months before the disability claims begin are included in the base period (so long as they were subject to the SDI tax). The employee's base period does not include wages paid at the time the disability begins. The weekly benefit amount is approximately 55% of the earnings shown in the highest quarter of the employee's base period. This calculation of the weekly benefit remains the same throughout the duration of the claim.

This insurance program applies to any employee who would also be covered by the (SDI) program. The SDI program requires an employee to have earned \$300 gross wages during the base period and to have paid SDI taxes on those wages.

Eligibility Requirements

An employee may file a claim for PFL benefits for the following reasons:

- To care for a seriously ill child, spouse, parent or domestic partner;
A medical certificate is required when a Paid Family Leave claim is filed to provide for a seriously ill family member.
- To bond with the employee's new child or the new child of the domestic partner; or
- To bond with a child in connection with the adoption or foster care placement of the child with the employee or the employee's domestic partner.
 - For bonding, PFL is limited to the first year after the birth, adoption or foster care placement of a child. A separate certification must be completed for leave associated with the birth, adoption, or foster care placement of a child. There is a seven-day waiting period before benefits are paid.
- Employees will be required to use up to two weeks vacation leave prior to receiving benefits.
- The first week of vacation can be used during the waiting period.
- Individuals cannot receive PFL while receiving SDI, unemployment insurance or worker's compensation benefits.
- An individual is not eligible for PFL for any day that another family member is able and available for the same period of time that the individual is providing the required care.
- An individual who is entitled to leave under the federal Family Medical Leave Act and the California Family Rights Act must take Paid Family Leave concurrent with leave taken under those acts.
- The PFL program is funded entirely by employee contributions.
- To cover initial cost of benefits, the SDI rate will increase by .08% in 2004 and 2005. The SDI taxable wage limit for 2004 will be \$68,829 and \$79,418 for 2005.

Life-Threatening or Debilitating Illness

[Company] maintains a commitment to a safe and healthy working environment for all employees as required by law. Consistent with this commitment, all life-threatening or debilitating illnesses will be treated in a humane manner. [Company] will make every reasonable effort to protect confidentiality regarding medical information and to preserve the affected employee's right to privacy.

[Company] is sensitive that continued employment for employees with life-threatening or debilitating illnesses may be important or even life sustaining in the remission/recovery process. Coworkers should be sensitive to the needs of these employees and recognize that continued employment may be physically and mentally beneficial.

An employee's health condition is personal and confidential. The decision whether and when to disclose the diagnosis of a life threatening or debilitating illness to others is a very personal decision for the affected individual. [Company] considers a medical diagnosis to be personal information, which will not be shared without the employee's consent unless necessary for legitimate business purposes and in compliance with applicable law. [Company] will take reasonable precautions to protect information regarding an employee's health.

Employees with life-threatening or debilitating illnesses will be offered the right to continue working so long as the employee is able to continue to perform (and with reasonable accommodation pursuant to [Company]'s policy on Equal Opportunity employment); and so long as the best available medical evidence indicates that continued employment does not present any health or safety threat. If an employee discloses that they are suffering from a life-threatening or debilitating illness, the Company will ask the employee for a physician's certificate establishing their ability to work.

Please contact your [Manager] for additional assistance and guidance regarding this topic.

Medical Leave

A medical leave of absence may be granted for medical disabilities (other than disabilities on account of pregnancy, childbirth and related medical conditions, which are covered under the following Pregnancy Disability Leave policy) for up to four months with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible. If you are granted a medical leave, you are required to exhaust all of your accrued but unused PTO; any medical leave granted in excess of your accrued but unused PTO will be unpaid. A medical leave begins on the first day your doctor certifies you are unable to work and ends when your doctor certifies you are able to return to work or after a total of four months of leave, whichever occurs first.

Workers' compensation laws also govern work-related disabilities, injuries and illnesses. Pregnancy laws govern additional aspects of leaves taken due to pregnancy, childbirth and related medical conditions. See also "Disability (including Pregnancy) Leave of Absence" below.

Military Leave

- 🔊 Employees may not be compelled to use vacation or personal time during military leave, and the job must be held open for the employee. She/he must not be discriminated against in pay, promotion, or job assignment.
- 🔊 Employees are entitled to unpaid time off for active or inactive duty or training in the state or federal military services, including National Guard or reserve components of the same.



Employees who request leaves of absence for military service will be granted such leaves in accordance with federal and state law. The specific terms of your absence and of your rights to reinstatement, federal and state law likewise governs seniority,

benefits and compensation after a military leave.

If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:

1. You show your orders to your [Manager] as soon as you receive them.
2. You satisfactorily complete your active duty service.
3. You enter the military service directly from your employment with [Company].
4. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months of active duty for training, you must apply within [twenty (20) / twenty-five (25) / thirty (30)] days after discharge.

In addition, employers are required to allow employees whose spouses are qualified members of the Armed Forces, National Guard or Reserves to take up to 10 days.

Military Reserves or National Guard Leave of Absence

- ☞ This policy is required under federal law for National Guard or Reserve Service.
- ☞ You may choose to pay the difference between an employee's regular base pay and their Military Reserves or National Guard pay while they are on duty. If so, specify how and when the payments will be made (such as after completion of their tour of duty and only when a copy of their military pay voucher has been submitted). If you choose to pay employees for Military Reserve or National Guard leave, you may wish to move this policy to the "Other Paid Leaves of Absence" section.

Employees who serve in U. S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish, however, they are not obliged to do so.

You are expected to notify your [Manager] as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

Personal Leave

[Company] may grant unpaid personal leaves of absence to employees in certain circumstances. It is important to request any such leave in writing as far in advance as possible, to keep in touch with your [Manager] or the [HR Manager] during your leave, and to give prompt notice if there is any change in your return to work date.

A personal leave of absence must not interfere with the operations of your department or [Company]. Your [Manager] will submit your request to the appropriate member of management for final approval.

A personal leave of absence may be granted for up to [twenty (20) / thirty (30)] days. If your leave is extended for more than [twenty (20) / thirty (30)] days, vacation and other benefits will no longer continue to accrue.

If your leave expires and you have not contacted your [Manager] or the Company, it will be assumed that you do not plan to return and that you voluntarily resigned your employment.

Disability (Including Pregnancy) Leave of Absence

- ☞ Why pregnancy is considered a 'disability is beyond us, a disability is a disability and pregnancy is pregnancy, but that's how the laws are written... so we go with it.
- ☞ The Disability Leave of Absence policy is essential due to the terms of the Federal Pregnancy Act.

- ☞ Under federal law, pregnancy leave counts against FMLA leave. However, under state laws, pregnancy-related disability leave may be treated separately from leaves taken pursuant to the Federal Family and Medical Leave Law. Please check with your state laws.
- ☞ Employers are prohibited under federal and state laws from discriminating against employees on the basis of pregnancy, childbirth or related medical conditions. An employer should require a doctor's verification of all disabilities.
- ☞ Your policy may dictate that employees use accrued vacation, or any other accrued paid time off, during a disability leave. However, only if the leave is related to the employee's own serious health condition, do we recommend they be required to use accrued sick leave during the medical leave.
- ☞ Conform to state law on the number of days off allowed for pregnancy. Remember that male employees are subject to the same time off for disability.
- ☞ Check with your attorney on your state and local laws regarding this and modify this policy accordingly.



[Company] may grant an unpaid leave of absence for illness, disability or pregnancy. To request a disability leave of absence from your [Manager], you should submit, or have someone submit for you, a statement of ill health or disability from your doctor. (Pregnancy is treated, for the purposes of this policy, the same as an illness or disability.) An approved disability leave may be granted for up ninety (90) days. If necessary, you may request extensions in thirty (30) day increments for a maximum of one (1) year. Whenever possible, you are required to give as much notice as possible of

your pending need for a disability leave of absence.

- ☞ This paragraph should be included for companies with employees in California.

In light of laws unique to the State of California, employees located in California who are affected by pregnancy also are entitled to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties if the transfer is medically necessary and can be reasonably accommodated by [Company]. Moreover, [Company] will make reasonable accommodations for California employees affected by pregnancy unless undue hardship would result. Any employee affected by pregnancy who requires an accommodation in order to perform essential functions of her job should contact the [HR Manager] to request such an accommodation and specify what accommodation she needs to perform the job. [Company] then will conduct an investigation to identify the barriers that make it difficult for the employee to have an equal opportunity to perform her job. [Company] will identify possible accommodations, if any that will help eliminate the barrier. If the accommodation is reasonable and will not impose an undue hardship, the company will make the accommodation.

Pregnancy Leave

Disability on account of pregnancy, childbirth or related medical conditions will be treated no less favorably than any other disability, and an employee on leave for any such condition shall be eligible for the same disability leave as any other medically disabled employee. In addition, if requested by an employee affected by pregnancy and recommended by her physician, [Company] considers proposed changes in work assignments, requests for transfers of job duties and other accommodations for pregnant employees. In some such cases and to the extent permitted by law, an employee's compensation may be adjusted to reflect reduced responsibilities or hours worked under such circumstances. Employees should direct any such requests to the [HR Manager].

In the case of pregnancy, please inform your [Manager] as soon as possible of the date you and your doctor anticipate that you will begin your leave. Your job status will be protected in that we will make every effort to hold your position open, or return you to a similar position if one is available, for which you may be qualified.

Pregnancy leave usually will begin when ordered by the employee's physician. The employee must provide the Company with a certification from a health care provider. The certification indicating disability should contain:

- a. The date on which the employee became disabled due to pregnancy;
- b. The probable duration of the period or periods of disability, and
- c. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

As with all other medical leaves of absence, returns from pregnancy leave will be allowed only when the employee's physician provides a written release certifying that the employee is fit to return to work.

🔊 Use this paragraph for companies that have employees both within California and outside of it. If no employees are in California, remove the following bolded comments.

Employees **outside the State of California** will be required to use their accrued [PTO/Vacation] time (if otherwise eligible to take the time) during a pregnancy disability leave. Employees **within the State of California** are not required to but may at their option exhaust any accrued [PTO/Vacation] prior to continuing on unpaid pregnancy disability leave. In any event, the substitution of paid leave for pregnancy disability leave does not extend the total duration of the leave to which an employee is entitled under this policy.

The ultimate duration of an employee's pregnancy leave will be determined by the advice of the employee's physician, but employees who are certified by their physician to be disabled by pregnancy may take up to four months of leave. Part-time employees are entitled to pregnancy leave on a pro rata basis based on the employee's regular part-time schedule. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth or related medical condition, including but not limited to leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. If an employee returns to work from an approved pregnancy disability leave before the lapse of the maximum leave period and thereafter is granted one or more additional leaves for the same disability, the additional leaves may continue until the employee has spent a combined total of four months absent from work over a 12-month period due to the disability.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from an approved pregnancy disability leave; the employee will be reinstated to the same position she held at the time the leave began. However, an employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on pregnancy disability leave would have been laid off had she not gone on leave for reasons unrelated to her pregnancy, or if the employee's position has been eliminated for reasons unrelated to her pregnancy and there are no equivalent or comparable positions available, then the employee would not be entitled to reinstatement to her prior position. In such circumstances, the employee will be offered a comparable position at [Company] if one is available.

Other Disability Leave



As with requests for leaves of absence due to other disabilities, employees should advise the [HR Manager] of their intent to take pregnancy disability leave as soon the need for such leave is foreseeable, or at least 30 days in advance. Such notice should include the anticipated timing and duration of the leave.

At the time the disability leave begins, any accrued personal leave or sick leave will be used. Vacation time previously accrued (but not used) at that time will also be paid if

the employee so desires. These benefits do not continue to accrue during a leave of more than thirty (30) days. This policy applies to all employees. Your group insurance booklet should be reviewed to determine your insurance coverage during a leave of absence.

Employees who develop an illness or physical condition which requires medical treatment or restrictions and precautions will be required to submit a physician's statement. This statement must give approval that continued full-time employment in his/her present position will not jeopardize his/her health or the safety of others, in the event she/he continues to work. A similar statement is required upon return from a disability leave.

Should your attendance or job performance suffer during the period preceding and/or following a disability leave, we will accommodate you to the extent provided by law.

Employees who must remain away from work for more than the period of time allowed above will be considered terminated from employment. They are welcome to re-apply subject to [Company]'s usual hiring policies.

Religious Accommodation

[Company] will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you wish to request a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible.

Insurance Premium Payment During Leaves of Absence

🔊 Presently, under federal law, only twelve (12) weeks of health insurance continuation is required per year for Family/Medical Leave. State laws vary, so check with your local attorney prior to placing an employee on a Family/Medical Leave of Absence.

[Company] will continue to pay its share of insurance premiums for employee coverage and dependent coverage for a maximum of [three (3) / four (4) / five (5) / six (6)] months while you are on a disability leave of absence. Generally, [Company] does not pay premiums for health insurance coverage for employees on personal leaves of absence. However, you may be eligible to self-pay the premiums under the provisions of COBRA. Our [HR Manager] can provide additional information.

While you are on any other type of unpaid leave of absence from [Company], you will be responsible for paying the total premiums for your coverage and that of your dependents. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated. Please consult with your [Manager] to set up a payment schedule. Remember to consult your group insurance booklet to determine your insurance coverage during a leave of absence.

Information Systems Usage Policy

Overview

- ☞ The sample policy below includes excerpts from information systems specialists and employment law firm, [Cater Leydon Millard](#).
- ☞ DeviceWall allows you to run an audit of network activity over a timeframe of your choosing so that you can monitor who is using what devices, where and when. This enables you to assess legitimate use cases that may otherwise have remained invisible, as well as highlighting the scale of uncontrolled use in the business. [Click here to learn more...](#)

This policy defines the appropriate use of various forms of electronic communication at [Company] including, but not limited to computers (personal, lap-top), e-mail, telephones (cellular, cordless), voicemail, fax machines, and all online services paid for by the Company, including the internet, intranet, extranet and the World Wide Web. All electronic communications, including all software and hardware, are and remain at all times the sole property of [Company]. This may also include policies regarding electronic monitoring and recording, closed circuit television and computer video cameras.

[Company] makes every effort to provide the best available technology to those performing services for [Company]. In this regard, [Company] has installed, at substantial expense, equipment such as computers, electronic mail, and voice mail. This policy is to advise those who use our business equipment on the subject of access to and disclosure of computer-stored information, voice mail messages and electronic mail messages created, sent or received by [Company]'s employees with the use of [Company]'s equipment.

[Company] property, including computers, electronic mail and voice mail, should only be used for conducting company business and the use of these systems at all times is subject to this policy. This Policy applies to all employees, contractors and others who use the Company's information and communication systems. Breach of this Policy with your use of the Company's information and communication systems will be considered a disciplinary issue.

- ☞ Please see the [Manager's Procedures Guide](#) for more information. Also, please use the [Computers, Electronic Mail and Voice Mail Usage Acknowledgment Form](#) located in the [Forms](#) section.

Incidental and occasional personal use of company computers and our voice mail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described below.

Computers, Electronic Mail & Voice Mail Usage Policy

Although [Company] provides certain codes to restrict access to computers, voice mail and electronic mail to protect these systems against external parties or entities obtaining unauthorized access, employees should understand that these systems are intended for business use, and all computer information, voice mail and electronic mail messages are to be considered as company records.

Information Access & Disclosure

In addition to the policy section, "Access & Disclosure" under "Workplace Policies," [Company] specifically reserves the right to access and disclose the contents of any part of the any communication systems used by a [Company] employee at any time when, in the company's sole discretion and judgment, such actions are warranted. Examples of situations in which the company might elect to seek access to

such communications include, but are not limited to, the need to solve technical problems, investigation of possible employee misconduct, prevention of unauthorized disclosure of Company proprietary information, concerns about personal abuse of any communication systems, and review of communications upon the departure or death of an employee/user. The Company may use information regarding the number, sender, recipient and address of such communication for any business reason.

Communication Etiquette

Users of any company communications systems should make their electronic and telephone communication courteous, professional and businesslike. Also, it is important to keep in mind that “deleting” a message may not mean that it is deleted entirely from computer or voicemail memory since the sender’s or the receiver’s network may have backup/memory systems in place.

Email

- ☞ Employers should formally advise their employees that electronic mail, (e-mail), is considered the property of the company and, as such, is not necessarily considered confidential material to the employee.
- ☞ An employee’s right to privacy is vague at best. The Electronic Communications Privacy Act of 1986 generally bars unauthorized access to electronically stored communications. The Act renders “unauthorized” access or exceeding the scope of authorized access a federal crime. However, the Act expressly permits conduct which has been authorized by an individual who communicated or is the intended receiver of the message and is a user of the voice-mail or e-mail. Thus, one method of limiting potential legal exposure is to conduct only “authorized” searches and retrievals, and to limit the scope of search-and-retrieval efforts to those that are business-related. A well-established written policy regarding the employer’s ability to search and retrieve voice and e-mail messages also will assist employers in demonstrating that their conduct is “authorized.”
- ☞ An employer who wishes to retain the ability to access all electronic communication systems - including computers, employee voice mail and electronic mail messages -- should have a clear written policy providing that these systems are company property and should only be used for business purposes.

For better or worse, email is not private. Emails can be easily intercepted, copied, forwarded and stored without the original sender’s knowledge. You must take into account the fact that any email you send may be read by a person (or many people) other than your intended recipient.

Any attachments which contain important or confidential material should be encrypted or password protected.

All messages and files are automatically scanned for viruses before being introduced into the network, but this does not provide a complete guarantee of protection. All employees have an obligation to be cautious when opening emails and attachments to emails from unknown sources. If you have any doubts about opening an email or attachment, please talk with your [Manager].

Contracts can be entered into by email in the same way as they are by letter or on the telephone. You must at all times take care to ensure that you do not inadvertently enter into contracts which bind the Company by email, and you should be aware that contracts must only be entered into in accordance with the normal procedures.

The use of the [Company] email system may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations. Furthermore, our email system is not to be used to create any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone’s age, sexual orientation, religious or political beliefs, national origin, or disability. In addition, the email system shall not be used to send

(upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.

You must not under any circumstances send messages or attachments whether within the Company or outside the Company which are;

- Abusive including the use of foul language
- Bullying or intimidating in content
- Defamatory about any other person or organization
- Discriminatory in any sense (e.g. age, disability, gender, race, religion, sexual or sexual orientation)
- Malicious
- Sensitive or confidential

If you receive any such messages from outside the Company, you must delete them and not forward them either within or outside the company. Sending emails of the type described above is likely to be treated as a disciplinary offense and can be reason for disciplinary action up to and including termination.

[Company] also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically-stored evidence. Therefore, [Company] must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems. Because [Company] reserves the right to obtain access to all voice mail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that [Company] or its designated representatives will not have a need to access and review this information. Individuals using [Company]'s business equipment should also have no expectation that any information stored on their computer – whether the information is contained on a computer hard drive, computer disks or in any other manner – will be private.

[Company] has the right to, but does not regularly monitor voice mail or electronic mail messages. [Company] will, however, inspect the contents of computers, voice mail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other less intrusive means.

The contents of computers, voice mail, and electronic mail, properly obtained for some legitimate business purpose, may be disclosed by [Company] if necessary within or outside of [Company].

Given [Company]'s right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

[Company]'s President will review any request for access to the contents of an individual's computer, voice mail, or electronic mail prior to access being made without the individual's consent.

Any employee who violates this policy or uses the electronic communication systems for improper purposes may be subject to discipline, up to and including termination.

Internet

The Company has put technical measures in place to prevent access to internet web sites which contain explicit, illegal or other inappropriate materials. If you need to access a site which contains such materials for the purposes of your job you must obtain the express permission of the Company.

Much of the information that appears on the internet is protected by copyright. Unauthorized copying or modifying of copyright-protected material, including software, breaches copyright law. Therefore, downloading software or copyright protected information is not permitted, as it may make you and/or the Company liable to legal action. If you must download and reprint text from the internet, you must include an active hyper-link back to the authors' website for proper credit.

🔊 Many writers produce materials just to be copied to other websites with returning link just for this purpose.

Confidential Information

Users of any company communication systems must adhere to the Company's "Confidential Information & Inventions" Agreement.

You must not use [Company]'s information and communications systems whether alone or in conjunction with any other device to make any unauthorized disclosure or copy of any confidential information belonging to [Company]. The unauthorized disclosure or copying of information belonging to the Company is likely to be treated as a disciplinary offense and could be reason for termination.

Such confidential information shall include without limitation details of:

- Accounts, invoices, statistical information and other financial reports
- Business contacts, associates, lists of customers and suppliers and details of contracts
- Corporate and marketing strategy, business development plans and forecasts, sales reports and research results
- Details of the employees and officers of the Company and of the compensation and other benefits paid to them
- Identities of potential customers, partners and suppliers
- Information regarding acquisitions, contemplated developments, joint ventures, offers, presentations, or projects offered or undertaken by [Company]
- Proposals, plans or specifications for the development of the existing products and of new products to be sold or developed
- Sales, expenses, buying and pricing policies including details of percentage mark-up, or profit and discount data

Copyrighted Information

Use of company communication systems to copy, modify or transmit documents, software, information or other materials protected by copyright, trademark, patent or trade secrecy laws, without authorization of the owner of such materials, is prohibited.

Incorporating materials downloaded from the Internet into Company or personal databases, compilation or other works is likely to be a violation of copyright law. The copyright notices on Internet materials should be read carefully and any stated use, restrictions or permissions closely observed.

Monitoring & Data Protection

🔊 It would be great if you had the capabilities to do all of these things... Delete what you don't need (or leave them in there as a possible bluff to keep your people honest.)

In order to protect the interests of the Company and to maintain the effectiveness, integrity and security of the Company's network, the Company has tools in place to monitor and intercept telephone and email communication and internet use by staff ensuring endpoint security

Monitoring is undertaken using the following automatic procedures:

- Automatic blocking and recording access to certain files and pages on the internet
- Automatic blocking of access to premium rate telephone lines
- Automatic blocking of the connection of unauthorized devices to the network
- Automatic checking of disks, CDs and internet sites for viruses
- Automatic checking of emails and attachments for viruses.

- Automatic checking of emails for multimedia attachments and offensive words.
- Automatic measures in place to prevent software from being downloaded to, installed on or deleted from the Company's computers
- Automatic recording of telephone and mobile telephone call destination numbers

Monitoring of the content of emails, internet use or telephone calls is not routinely carried out but may be carried out in some situations. For example (this is not an exhaustive list):

- Where the Company has reasonable grounds to believe a staff member is breaching this or any other policy of the Company
- Where there is a suspected breach of contract or a serious under-performance
- For the purpose of assisting in the investigation of wrongful acts
- To comply with any legal obligations
- For the purpose of defending or prosecuting any legal action brought against the Company

You should not expect that your personal use of the Company's information and communication systems to remain private.

The holding, processing and disclosure of personal data in electronic form is regulated by the provisions of data protection legislation. Personal information relating to a living individual who can be identified from that information should not be sent by mail unless proper checks have been made to ensure that this will not involve any breach of that legislation.

You must also comply with the Company's Protection Policy.

Security

Employee access to the Company's information and communication systems is subject to satisfactory security checks being carried out in the reasonable discretion of the Company.

If you are provided with a portable computer, mobile phone, personal organizer and/or any related or similar equipment, you must ensure its security at all times. You must in particular

- Always lock mobile equipment when not in use so that it cannot be used without entering your log-on ID.
- Keep your passwords confidential and the information system will force you to change them regularly.
- Lock the terminal if you leave a terminal unattended so that it cannot be used without entering your log-on ID in order to prevent unauthorized users using it in your absence.
- Never leave computer equipment including discs, CDs and DVDs in an unattended vehicle, or unattended in public.

If your computer equipment is lost or stolen you must report the incident to the police immediately, and notify your [Manager] as soon as possible. The incident will be fully investigated, and may be treated as a disciplinary issue if you have failed to take adequate steps to safeguard the security of equipment in your possession.

Passwords

The security and protection of individual passwords is a prime responsibility of the individual owner of the password. *Passwords should not be shared.* Therefore, if any material is authored out of password-protected system, the presumption will be that the owner of the password is the author of such material.

You must not attempt to gain access to any part of the network to which you are not permitted access.

Software

🔊 For more information on the issues surrounding software copying, please contact either The Business Software Alliance, at 800 688-2721, or The Software Publishers Association at 202-452-1600 or www.spa.org.

All software used on [Company] communication systems must be purchased and/or approved for use in writing by the [Information Technology Department]. When software is to be used on [Company] communication systems the [Information Technology Department] has sole responsibility for the installation and maintenance of same, as well as all registration and licensing matters, and will be the primary contact with the manufacturer or reseller.

[Company] does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that “it is illegal to make or distribute copies of copyrighted material without authorization” (Section 106). The only exception is the users’ right to make a backup copy for archival purposes (Section 117).

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless a backup copy is not provided by the manufacturer. Unauthorized duplication of software is a federal crime. Penalties include fines up to and including \$250,000, and jail terms of up to five (5) years.

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support and no information about product updates.

- [Company] licenses the use of computer software from a variety of outside companies. [Company] does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it.
- With regard to use on local area networks or on multiple machines, [Company] employees shall use the software only in accordance with the software publisher’s license agreement.
- [Company] employees learning of any misuse of software or related documentation within the company must notify their [manager / supervisor / team leader / designated company representative] or [Company] legal counsel immediately.
- According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. [Company] employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include termination.

Computer & Other Equipment Not Provided by [Company]

You must not connect or attempt to connect any device to the network without express authority from the information systems manager and you should be aware that [Company] has in place automatic measures to prevent this. In particular you should not attempt to connect any of the following devices to the Company’s network:

- An unauthorized file or information storage device
- A mobile phone or PDA not issued by the Company
- An MP3 Player or similar device
- A gaming device
- A camera or flash memory card

A breach of the prohibition contained on connecting devices to the Company’s network is likely to be treated as a disciplinary offense and could be cause for disciplinary action up to and including termination.

Personal Use

 You may want to edit or delete some of these restrictions.

A limited amount of personal use of [Company]'s systems is permitted subject to the following rules:

- All personal email messages must make it clear that they are sent in a personal capacity and not on behalf of the Company and must include in the subject field a statement that the email is "Private"
- All personal emails should be deleted as soon as read or sent.
- Any personal use of email or communications systems must not delay or interfere with the proper performance of the duties of any other employee.
- Where you are in receipt of personal emails you should advise the sender that these may be monitored.
- Work on [Company]'s business must always take priority over your personal use of [Company]'s systems.
- You may not subscribe to any non-job related Internet service or access any web based personal email accounts using [Company]'s systems.
- You may not use the Company's systems to transfer, store or download information and files for your personal use including (but not limited to) MP3, AVI, WMV files and other similar formats.

If your personal use exceeds an acceptable level in the reasonable opinion of the Company or you do not comply with these rules your access to the system may be curtailed and you may be subject to disciplinary action.

Prohibited Uses of [Company] Information Systems

Other prohibited uses of the company information or communication systems include, but are not limited to:

- Accessing pornography or any other illegal material on the Internet and/or circulating it
- Any use that might compromise the operation or security of [Company] data processing equipment;
- Connecting an unauthorized device to the network
- Engaging in any communication that is unlawful or in violation of Company policy, including (but not limited to) communication that is defamatory, obscene or prohibited by [Company] Harassment Policy;
- Excessive personal use of the company communication systems.
- Excessive visiting of non-job related internet sites during your normal working day
- Gambling or engaging in other activities in violation of local, state or federal law;
- Introducing a virus to the computer system by inserting a disk, CD or DVD into a Company computer without running a virus check, via email or from downloading an Internet file
- Knowingly introducing a computer virus into the communication systems;
- Misuse of the computer system which results in any claim being made against the Company
- Sending, forwarding, redistributing or replying to "chain letters";
- The unauthorized use of passwords to gain access to another user's information or communications;
- Unauthorized access of any [Company] e-mail account (authorization must be given by the [Manager Title]);
- Unauthorized copying or modifying of copyright material
- Unauthorized downloading of software or files
- Use of the Internet for criminal activity

- Using any communication systems for electronic “snooping” i.e., to satisfy idle curiosity about the affairs of others, with no business or legal reason for obtaining access to the files or communications of others (this prohibition applies to users, including Company Communication System administrators and managers);
- Using any communication systems to interfere with normal business functions in any way;
- Using any communication systems to solicit or conduct business other than the business of the Company;

Consequences of a Breach of this Policy

Breach of this Policy in your use of the Company’s information and communication systems will be considered a serious disciplinary matter and will be dealt with accordingly.

In less serious cases you may have access to the internet from your computer removed or other disciplinary action taken against you short of dismissal.

Computer Protection

As you may already know, computers are prone to viruses, crashes, power surges, and user mistakes that can cause lost data. Here are few important procedures to follow to protect your data as well as all of your hard work:

- Use anti-virus software and keep it up to date. Yes, it costs money, but it's a small investment that protects your largest investment-your business.
- Don't open emails or attachments from unknown sources. It sounds obvious, but this is the number 1 way viruses are spread. Be careful even when opening emails from people you trust--people frequently spread viruses unknowingly.
- Use “firewalls” to protect your computer from unwanted intruders. Firewalls help filter out unwanted data, keeping it from your computer. They work-if you don't have one, get one!
- Regularly download security updates and patches for your operating system. Software companies create patches to eliminate software vulnerabilities as they are discovered. By continually downloading these patches you help close the gaps in your computer.
- Use passwords that are hard to guess. Passwords are easy to figure out with software programs that will run billions of potential combinations. The only way to create a secure password is to vary upper and lowercase letter with numbers and symbols, make them at least eight characters long, and change them regularly.
- Don't share computer access with strangers. This sounds simpler than it is. Obviously you won't let a stranger play on your computer, but what if you use a file sharing program? That opens the door for others to use your computer from a remote location. Don't let that happen-keep your computer to yourself!
- Disconnect from the internet when not in use. The internet is used to send and receiver information, which means that when you're hooked up to the 'net, you've opened a two-way portal. The surest way to keep people out is to disconnect. It's that simple.
- Check your security on a regular basis. Your security settings can become outdated over time, so check them regularly. A good rule of thumb is to review your computer security every time you change the clocks for daylight savings.
- Make sure others who use your computer know what to do if your computer becomes infected with a virus. If other people are using your computer, make sure they know how to update virus protection software and download security patches. This way, if you aren't around, you won't have to worry about your computer's security being compromised!

While you can't protect your computer from everything, there are preemptive measures that you can take to greatly reduce your risk. To read more about protecting your computer and, thus, your business, check out www.staysafeonline.info.

Back-up Your Computer

Please remember to back-up your computer data regularly. It is inevitable that you will lose computer data at some time (if you haven't already!). Losing an hour's worth of work (let alone a day's or week's worth!) you will know why backing up your data regularly is so important. Prevent it from happening in the future by backing up your data to removable media on a regular basis.

You should be performing two kinds of backups regularly: Full back-ups and Incremental back-ups. Creating full daily back-ups offers a high level of protection but is impractical because full backups take a long time. In addition, you don't need to perform full back-ups very often because your programs don't change often. Use the following guidelines for creating and maintaining backups:

- Perform full backups once a week and regular incremental backups – daily, if possible – of your data files. That includes word processing files, spreadsheets, customer contact logs, and financial files – all the files that employees create or modify during the course of the day.
- Schedule your backups for off hours so you won't interrupt the flow of daily business. If you have a small information (information technology) staff, consider automating your backups to avoid interrupting business operations to run the backup or paying staff to come in every night.
- Keep a backup of your data at an offsite location. Data backups should be far enough away so that the impact of a disaster – natural or man-made – is minimal on your day-to-day operations.

For more information about the various levels of protection available and their application, go to <http://www.hp.com/sbso/security/layers.html>.

Phishing / Spear Phishing

Phishing attacks come in several forms. However, the most common is when a phisher poses as a legitimate business, such as a bank or online payment processor. The phisher sends an email requesting that the recipient respond with personal information, which the phisher then uses to access a bank or credit card account. Phishers have tricked millions of unwary people, but consumers are learning to avoid unsolicited emails that claim to be from legitimate institutions.

Unfortunately, phishers are getting smarter, too. In a new act known as spear phishing, phishers send emails to individuals within corporations and pose as coworkers. Their goal is to fool your employees into giving out network user names and passwords, or other confidential data. If one employee is fooled, our entire network is exposed and our data is at risk.

To combat phishing schemes, remind your employees of a few security guidelines, as follows:

- Report emails that appear to come from within the company but aren't addressed to you personally.
- Report any email that asks for your user name or password.
- Remember that legitimate network administrators never need to ask you for a user name or password. Network administrators have administrator privileges and don't need your logon information to manage your account.

Web Logging (Blogging)

 Does your company have web logs for employees to communicate to management? If so, you'll want to include this policy. Even if you do not have one for employees, you may want to use the portions of the policy that address employees' own blogs, or usage of non-company blogs at work.

[Company] has created a web log ("blog") for employee use, and blogging is permitted on company computers at work. The following points must be considered in regard to this practice:

- Avoid comments that could constitute discriminatory or harassing behavior under company policies.
- Blogging may not interfere with an employee's job duties.
- Don't provide the company's or anyone else's confidential or proprietary information.
- Employees are legally responsible for their own commentary.
- There should be no listings of or references to customers or suppliers without their approval.
- There will be no anonymous blogging; writers should identify themselves.
- Users should state disclaimers such as "The views I express are mine alone and don't necessarily represent the views, values, or opinions of my employer."
- You are required to respect copyright laws.

These same guidelines or best practices should apply to employees for personal blogging activity. Employees may be disciplined for any off-duty conduct that affects the workplace.

Workplace Policies

This Employee Policies Handbook is designed to answer many of your questions about the practices and policies of [Company]. Please feel free to consult with your [Manager] for help concerning anything you don't understand.

Access & Disclosure

In the interest of workplace safety and security, to fulfill responsibilities to our customers and to ensure the smooth and efficient functioning of the office, [Company] must have access at all times to company property. Given that employees may not always be available to produce such property when needed, [Company] reserves the right to conduct searches at any time of company property, including workstations, desks and equipment, and company communication systems, as well as any contents, files, recordings, effects and articles they contain.

Workplace inspections may occur at anytime, with or without advance notice or consent, subject to any constraints imposed by applicable law. Inspections may occur during, before or after working hours by any department manager or security personnel designated by the company. Because such searches may result in the discovery of an employee's personal possessions or documents (including electronic documents), employees are encouraged to refrain from bringing into the workplace, or causing to be created in the workplace, any item or personal property (including documents) that they do not wish to reveal to [Company].

[Company] specifically reserves the right to access and disclose the contents of any part of the any communication systems used by a [Company] employee at any time when, in [Company]'s sole discretion and judgment, such actions are warranted. Examples of situations in which [Company] might elect to seek access to such communications include, but are not limited to, the need to solve technical problems, investigation of possible employee misconduct, prevention of unauthorized disclosure of Company proprietary information, concerns about personal abuse of any communication systems, and review of communications upon the departure or death of an employee/user. [Company] may use information regarding the number, sender, recipient and address of such communication for any business reason.

Alcohol Consumption

Alcohol usage during business hours and on business premises is prohibited.

☞ Some companies will amend this policy to state that it is prohibited “except under special circumstances and as approved by the [HR Manager]” in the case of company holiday parties or celebrations that may be held on site, but we recommend avoiding the liability that can come with this approach.

This policy will not be construed to prohibit the moderate consumption of alcohol during social or business functions sponsored by the company where alcohol is served, or while entertaining customers and prospective customers of the company. However, employees must remember their obligation to conduct themselves properly at all times while performing company business or at company-sponsored functions or while representing [Company], including their responsibility not to drive while under the influence of alcohol or any other drugs.

The Company will provide alternative transportation home for employees attending Company-sponsored functions if alcohol is served. Employees are expected to use good judgment and comport themselves at

all times as representatives of [Company] when performing company business, attending business functions or entertaining customers and prospective customers. Failure to do so will result in disciplinary action, up to and including termination of employment.

Bonding Requirement

🔊 This is an optional policy. Use it only if bonding is a part of your hiring process.

If your employment with [Company] requires you to handle other people's property or to deal with money in any capacity, [Company] may require that you be bonded. It is your responsibility to assure that you are bondable. [Company] will pay the cost of bonding. Should you fail to maintain these qualifications, you will be subject to transfer to another position, if available, or dismissal.

Cell / Mobile Phone Usage



Cell phone usage in the office should not disrupt your work or the work of others, or distract the user's attention from safely and considerately navigating the office space or effectively performing work duties.

🔊 A bill signed by California Gov. Schwarzenegger back in 2006, the California Wireless Telephone Automobile Safety Act (S.B. 1613), will be effective on July 1, 2008,

Mobile phone usage while driving

In a growing number of states, it is illegal to drive a motor vehicle while using a wireless telephone, unless the phone is configured to allow hands-free listening and talking, and is used in that manner while driving. Violations carry a fine of \$20 for the first offense and \$50 for subsequent offenses.

🔊 Text messaging is banned in 30 states – click here to see the most recent update:
<http://www.iihs.org/laws/cellphonelaws.aspx>

[Text messaging is banned in [State]]. [Company]'s focus is on your safety first – please use common sense while driving.

The law contains some exceptions, as follows:

- **Emergency use.** The hands-free mandate doesn't apply if a phone is being used for emergency purposes. This includes making an emergency call to law enforcement, the fire department, a health provider, or other emergency services.
- **Emergency personnel.** The law exempts emergency services professionals who must use a wireless phone while driving an emergency vehicle in the course of their duties.
- **School bus drivers.** The law doesn't apply to school bus drivers or drivers of public transit vehicles. However, another section of the California Vehicle Code prohibits wireless phone use by these drivers unless for work or emergency purposes.
- **Driving on private property.** The law doesn't apply to a person who is driving on private property.
- **Two-way radios in trucks.** The law doesn't apply to the use of a digital two-way radio that uses a wireless phone as long as the device is operated by depressing a push-to-talk button, doesn't require immediate proximity to the user's ear, and the person is driving one of these vehicles: tow trucks; motor trucks (designed for transporting property) or truck tractors requiring either a class A or B driver's license (but the exemption doesn't apply to pick-up trucks); vehicles used exclusively for agricultural operations; certain farm vehicles that are exempt from registration and that display a special identification plate; commercial vehicles registered to a farmer and driven by the farmer or the farmer's employee and transporting agricultural products farm machinery, or farm supplies, to or from a farm. This two-way radio exemption expires in 2011.

Go Hands-Free

Employee's who drive as part of their jobs and frequently need to make business calls while on the road, should make sure they have a hands-free device by July 1,2008. Also, keep in mind that other states have similar restrictions on the use of handheld mobile phones while driving. Employee's should check the laws in other states to be sure they are in compliance.



For safety and liability reasons, it is important that employees avoid using their cell phone for business while driving, whether they are using a hands-free device or not. Phone conversations while driving can cause big distractions, which can lead to tragic accidents. And if the call that caused the accident was work-related, the [Company] client - and the employee who caused the accident - could be liable.

If you must use a cell phone while driving, we recommend the following safety guidelines:

- Use a hands-free phone
- Dial only while the car is stopped
- Never use the phone in heavy traffic or bad weather
- Use speed dialing whenever possible
- Never look up phone numbers while driving
- Let voicemail answer calls that come in while driving
- Never have stressful conversations while driving
- Keep your eyes on the road while on the phone

OK, you're probably not going to do any of these things... We know it's obvious, but somebody had to say something.

Communication

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work.

In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all [Company] methods of communication, including this Employee Policies Handbook, bulletin boards, discussions with your [Manager], memoranda, staff meetings, newsletters, training sessions, and company e-mail and intranet.

You will receive other information booklets, such as your insurance booklets, from time to time. You may take these booklets home so that your family may know more about your job and your benefits.

In addition, you may receive letters from [Company]. There is no regular schedule for distribution of this information. The function of each letter is to provide you and your family with interesting news and helpful information which will keep you up-to-date on the events here at [Company].

No Recording Policy



[Company] understands that in the course of your work and in the evaluation of your performance, there will be frequent opportunities for private and confidential discussions, with your manager. We respect the privacy and confidentiality of such communications. Any surreptitious recording of these conversations by a tape recorder or similar electronic device is explicitly prohibited and may be a crime under California law. Violations of this policy will lead to serious discipline since [Company] believes that such non-consensual recording is inconsistent with an environment which nurtures open and frank interchange with

our employees.

Community Activities

[Company] recognizes the importance of community participation. Our business is dependent upon the community for employees and for customers, and the community is dependent on our business for employment opportunities and for our [products / services].

[Company] encourages and supports your participation in service activities that contribute to the community. We will allow you to take [one (1) / two (2)] days of normal work time to participate in an approved community service activity each [quarter / six (6) months / year]. The time must be scheduled at least two (2) weeks in advance and approved by your [Manager].

Please provide your [Manager] with a statement indicating the date and amount of time volunteered to the community organization. It would be interesting and helpful if you included the results of your activities and any photographs, quotes or other information so you can be acknowledged for your effort.

Some eligible service activities might include:

- American Cancer Society
- American Lung Society
- Assisting elderly citizens. (This also must be through a community organization.)
- Assisting physically challenged or confined individuals. (This must be through a community organization.)
- Big Brothers / Big Sisters activities
- Blood drive
- Community clean-up projects
- Community health screening
- Community recycling center
- Food drive
- Homeless shelter
- Local museum
- Red Cross
- School activities
- Toys for Tots
- United Way drives

Company & Department Meetings

🔊 If there are meetings that are required to attend, list them, but do not be overly specific, as these requirements may change. The statement above is sufficient if you believe there may be times when they will be mandatory.

🔊 We recommend that company meetings be conducted during normal working hours. Please note Wage and Hour laws are stringent on this issue for non-exempt employees. For example, if you expect a non-exempt employee to attend a mandatory meeting during their lunch hour, they must be paid for that time.

On occasion, we may request that you attend a company sponsored meeting. These meetings will be scheduled during regular work hours whenever possible. If the meeting is scheduled during your regular working hours, your attendance is required.

Employees will be compensated for attendance based on their regular pay rate. If you are a non-exempt

employee, and attend a meeting held during your non-working hours, you will be paid for the time you spend traveling to and from the meeting as well as for time spent at the meeting. If the meeting must be scheduled before or after regular work hours, non-exempt employees will be compensated with overtime if it applies to their work situation and hours worked.

Company Equipment

Improper, careless, negligent, destructive, unauthorized or unsafe use or operation of Company equipment is prohibited. No duplication, sharing, or loaning of keys, safe combinations or alarm codes except with appropriate supervisors.

Contributions

From time to time, [Company] makes donations to worthwhile charities and colleges in its own name. Contributions considered worthwhile include [United Way / Make a Wish Foundation / health drives / community youth activities and so on]. Contributions are made only in communities where our employees will benefit. All decisions concerning contributions will be made by an officer of [Company] with input from all employees.

Customer Relations

[Company] customers are key to the success of the Company and its employees. Therefore, all employees must represent [Company] in a positive fashion, and make clients feel confident and comfortable in working with the company.

Dispute Resolution Procedure Policy



[Company] has established a dispute resolution procedure to allow employees an opportunity to voice any concerns they may have. The purpose of this policy is to provide an avenue for the identification and solution of differences between an employee and the company regarding job-related complaints or problems.

The following steps are provided to all employees for the settlement of a grievance:

Step 1: Employees should first raise any problems or grievances verbally with their immediate supervisor.

Step 2: If a grievance is not settled by this process, an employee should then feel free to take the problem to the next level of supervision or to their [Company] representative who will make every effort to resolve the situation.

Step 3: If a grievance is still not settled, an employee may file a written grievance within ten days of the decision of Step 2 with [Company]. [Company] will hear the grievance and provide the employee with a final and binding decision.

[Company] encourages all grievances to be handled at the department/client level. However, the following exceptions are recognized as instances where an employee may file a grievance with [Company] without first meeting with the supervisor.

- If the employee suspects or has proof that a federal or state law is being violated or is about to be violated.
- If a safety hazard exists that threatens the health of an employee or a customer.
- If the grievance directly involves the department head and the employee can reasonably demonstrate that the department head may not be able to deal objectively with the situation.
- If the employee feels there is unlawful conduct or he/she is being sexually harassed.

It is the employer's intention to be fair and impartial in order to establish the smoothest working relationship possible. No employee will be discriminated or retaliated against, or in any way penalized for using this procedure.

This formal procedure should be limited to grievances concerning job-related problems or complaints. If the employee feels uncomfortable discussing a problem or complaint to their Supervisor, they may skip the first step and appeal directly to [Company]. Of course, the employee is always free to contact [Company] informally regarding any problem that the employee has, even if it is personal in nature.

Expense Reimbursement

You must have your [Manager]'s written authorization (usually by way of a requisition or purchase order) prior to incurring an expense on behalf of [Company]. To be reimbursed for all authorized expenses, you must submit an expense report or voucher accompanied by receipts and it must be approved by your [Manager]. Please submit your expense report or voucher each week, as you incur authorized reimbursable expenses. In order for [Company] to keep records and accounting accurate and current, expense reports or vouchers older than [one (1) / two (2) / three (3)] months old may not be honored.

If you are asked to conduct company business using your personal vehicle, you will be reimbursed at the rate of [twenty-five (25) / fifty (50) / seventy-five (75)] cents per mile. Please submit this expense on your weekly expense report or voucher.

Food & Beverages

🔊 Add this policy if there is some reason why employees should not have food or beverages in specific areas, its effect on equipment, for example.



While employees must spend the lunch period and break periods away from their office or workstation, eating and drinking in the office or at individual workstations at other times is permitted. However, this activity should be conducted with consideration for co-workers and guests to [Company].

Containers

Drinks must be kept in containers that are stable and not easily tipped.

Other Considerations

Please no drinking or eating near important documents or office equipment, especially computers.

Please no drinking or eating in the Reception area.

Immediate clean-up and proper disposal of food-stuff in kitchen and break room trash cans is expected from all employees.

Please not that improper disposal of food items can lead to infestation of insects and other vermin.

Enforcement of this policy will be responsibility of each department supervisor.

See also, "Kitchen" below.

Gifts

Advance approval from management is required before an employee may accept or solicit a gift of any kind from a customer, supplier or vendor representative. Employees are not permitted to give unauthorized gifts to customers or suppliers, except for certain promotional "premiums" (such as t-shirts, coffee mugs, pens or key chains) imprinted with the [Company] logo or sales information.

Kitchen

- ☞ If your workplace has kitchen facilities available to employees, then you know that there are a lot of issues to be managed. Some employers provide a variety of appliances from refrigerators to stovetops, microwaves to toaster ovens, and space for preparation and consumption. Others, for lack of space, offer the basics—refrigerator and microwave oven.



It is the responsibility of everyone using the kitchen to help keep it clean and to observe the rules of courtesy.

As far as clean up is concerned, it's pretty simple. If you spill something, wipe it up. Wash your own dirty dishes, or rinse them and put them in the dishwasher (if you enjoy that luxury). Have a plan for who is going to oversee the dishwasher and put away clean items. Your mother probably doesn't work there.

If you have a communal coffeemaker, refill it and make a new pot whenever you drink the last cup. If you aren't sure whether anyone wants more coffee, rinse the pot and the filter so that the coffeemaker is ready when the next person comes along.

Removing leftovers from the refrigerator is the responsibility of the person who brought the food to begin with. Just because you changed your mind and went out to eat, doesn't mean that you can deny ownership of that smelly blue food three weeks later.

If you bring your lunch frequently, use airtight containers for storage. They stand the test of time better than foil and plastic wrap.

When you use the toaster oven to prepare a grilled cheese sandwich, take extra measures to clean it out. Cheese that drips into the appliance takes on an afterlife. It turns to something resembling charcoal, and the aroma will fill the office every time the oven is used for the next six months.

One final word—If you didn't bring it and nobody offers it to you, don't eat it.

- ☞ Credit: © Lydia Ramsey, 2002. Lydia Ramsey, author of *MANNERS THAT SELL*, keynote speaker and seminar leader, is a leading authority on business etiquette and protocol. For more FREE business etiquette tips, click here: <http://lydiaramsey.com/signup/index.html> visit <http://www.mannersthat sell.com/> or call 1-866-688-2527.

Music / Portable Music Player Usage

Playing music in the office should not disrupt your work or the work of others, or distract the user's attention from safely and considerately navigating the office space or effectively performing work duties.

Personal Use of Company Property

In some instances, employees may be allowed to borrow certain [Company] tools or equipment for their own personal use while on our premises. In no instance may this be done off our premises, or without prior management approval. You understand and agree that [Company] is not liable for personal injury incurred during the use of company property for personal projects. As a [Company] employee, you accept full responsibility for any and all liabilities for injuries or losses which occur, or for the malfunction of equipment. You are responsible for returning the equipment or tools in good condition, and you agree that you are required to pay for any damages that occur while using the equipment or tools for personal projects.

Pets at Work

- ☞ We realize that this policy does not cover all pets. Owners of cats, birds, reptiles, ferrets, and the like will probably feel a sense of "discrimination" if they are not allowed to bring their pets to work.

However, the potential for problems if different species are brought to the workplace is high and could lead to a menagerie-like work atmosphere. If you do wish to permit other pets on the premises, modify this policy accordingly.

- ☞ Bringing dogs to work is becoming more and more common, especially in high-tech industries. If your company allows this practice, we encourage you to consider instituting this formal policy to deal with potential problems before they arise. It may be a good idea to find out how your employees feel about pets in the workplace before implementing a policy like this.
- ☞ Dogs in the workplace can also have negative consequences; for example, if a dog bites an employee, it could be considered a valid Workers' Compensation claim. Your site liability insurance would also be involved if the bitten employee / vendor / customer decided to sue the company and/or employee for injuries received. Additionally, some employees may experience severe allergic reactions to dogs. We recommend that you hold a meeting with all employees to discuss this issue prior to allowing dogs at work, as well as discussing potential liability issues with your insurance carriers and attorney to weigh risks. Please note that some city ordinances prohibit pets in the workplace, so check your local regulations.



The ability to bring your dog to work is a unique part of [Company]'s culture. However, as a dog owner and employee of [Company], there are responsibilities that understandably accompany this privilege.

Bringing your best friend to [Company] is a privilege, not a right. Dog owners are expected to recognize that not all employees or visitors like dogs in the office; in some cases people with allergies cannot tolerate being in close proximity to animals.

This policy acknowledges the rights of non-dog owners too. If a dog in your work area is disturbing you, please contact the owner directly with your concern.

Owners are expected to accommodate the reasonable requests of others. Please contact your manager or your HR representative if you need guidance. Following the common sense policies below will allow for the continued presence of pets at [Company]. Below are mandatory policies for dogs and their owners:

- 1) Employees with allergic reactions to certain dogs may ask the owner to refrain from bringing the dog to the workplace if the presence of the dog makes it difficult for the allergic employee to work. Please respect any employee who is allergic to dogs. If you share an office or workspace with an allergic employee, please do not bring your dog to work.
- 2) Dogs must be properly licensed and vaccinated.
- 3) Dogs must be kept on a leash when inside [Company] facilities.
- 4) Dogs should stay with their owner or designated dog-sitter at all times and should preferably remain in the employee's office or immediate work area.
- 5) Dogs with fleas should not be brought to the office. Dogs must be kept at home if she/he is infested with fleas, ticks or worms.
- 6) Dogs are not allowed in restrooms or eating facilities.
- 7) Owners have complete responsibility for feeding, watering, walking, and cleaning up after their pets. This responsibility may not be required of lower level employees or administrative assistants.
- 8) Owners are responsible for cleaning up after any "accident" that their dog may have. This includes carpet sterilization if necessary.
- 9) If a dog has [three (3)] accidents inside the building, it will have to stay at home until the owner can prove the dog has been properly house-broken.

- 10) Owners are also responsible for cleaning up after their dogs outside of buildings, on [Company] grounds. Please keep a supply of plastic “doggie bags” on hand for this purpose. (An please dispose of droppings in external garbage cans and not in your office!)
- 11) Any incident of aggressive behavior by a dog to another dog or a human is unacceptable and the offending dog may not return to work. For this reason, we encourage all dogs brought to work to be spayed or neutered.
- 12) Owners must maintain adequate liability insurance against dog mishaps.
- 🔊 Generally, there are few laws that protect the pet owner—if your dog bites someone, you are liable. Period. (Check with a Personal Injury Attorney for the facts.)
- 13) Dogs are not permitted in [specific building/room/area] and other areas of the Company where customers routinely visit.
- 14) Dogs should not be brought to business meetings.
- 15) Loud repetitive barking or similar behavior which interferes with other employees' ability to work is unacceptable. Eating another employee's food is also not acceptable.

Repeated violations of these policies will result in the owner permanently losing their dog-at-work privileges. With your cooperation, we can continue to enjoy the presence of pets at [Company].

Where relevant these policies also apply to other pets, like birds, which employees may have at work. Because of common allergic reactions, cats are not allowed at work.

Recycling, Waste Prevention & Conservation

- 🔊 This is a policy for forward-thinking companies as well as those interested in saving money. Many employees will appreciate your concern for the environment.
- 🔊 You may want to create lists of items that are and are not acceptable for recycling and post copies on or near your recycling containers.



Waste of time, materials, equipment and utilities is costly to you and [Company]. You can help make every minute count. Eliminate waste whenever possible. In the long run, you will benefit by helping to reduce operating costs. The money saved by eliminating waste can be passed along to employees in the form of profit-based bonuses and other benefits.

Conservation

Everyone at [Company] looks for ways to conserve. When you have an idea we can use to further conserve, please mention it to your supervisor.

- 🔊 The average employee prints a whopping 45 sheets a day, or about 10,000 a year. Of those, the report estimates 6,800 could be considered unnecessary, including 2,100 extra pages that get printed because employees don't use double-sided printing.
- 🔊 Ideas excerpted from <http://www.helium.com/>
 - When possible use double-sided printing to conserve paper (and trees).
 - Turn off all lights except [the electric sign, security lighting over each entrance]
 - Use cheap inks from reputable brands. (Canon, HP) But do not use pirated ink fills where some sellers just inject ink into the cartridge.
 - Use lighter weight paper. For example, 60# uses 14 percent fewer paper resources than a 70# sheet. Cheaper is friendlier.
 - Internal envelopes can be used many times.

- Avoid environmentally questionable materials or materials which use too much packaging.
- Provide boxes for recycling office paper in each individual office and printer room. (See more below.) Separate paper that is used on only one side for reuse in office copiers and fax machines. (Paper used on both sides can be collected for recycling.)
- Reuse large envelopes, file folders, and boxes.
- Change all [computers](#), printers, fax machines, and copiers to "[Energy Star](#)" certified for energy efficiency, with "power-down" modes and other energy saving features.
- Send all printer toner cartridges back to the manufacturer for recycling.
- Do not use any disposable (including plastic or styrofoam) cutlery, plates, bowls, or cups but bring own plates or ceramic mugs.
- Purchase organic foods for events whenever possible.
- Separate and recycle all plastic, glass, and aluminum cans.
- Fit water cooler a filter, eliminating the need to order plastic refill jugs.
- Cloth towels are provided for drying dishes and surfaces, in an effort to prevent excess paper use. Get staff to bring the towels home to launder on a rotating basis.
- Try to maintain good office hygiene, preventing pest outbreaks by eliminating anything that might attract or harbor pests.
- Eat only at pastry-designated areas. Do not eat at your cubicles.
- Try to cycle, run, walk, carpool, telecommute, or take public transportation to work. But provide showers.
- Use only low-toxicity paints for touch-ups and renovations. Switch off hallway lighting during lunch hours.
- Switch off or set to 24 [degrees](#) when using the air conditioning/heating units and overhead lighting in individual offices wherever possible. Fit all offices with sensors detecting lighting to minimize unnecessary use.
- [other ideas]

Recycling

[Company] actively recycles as many materials as possible:

Acceptable

Please place the following items in the proper recycling bins:

- Aluminum
- Computer paper (pin-fed, single sheet, green or blue bar and plain white)
- Laser printer cartridges
- Newspapers
- Plastic
- Shipping cartons and packing materials
- White ledger (bleached bond, white copier paper, envelopes and adding machine tape)

Unacceptable

Please keep the following contaminants out of the recycling bins:

- Carbons
- Cardboard
- Colored paper

- FAX paper
- Food
- Glossy paper
- Magazines
- NCR paper
- Wrapping paper

Exceptions:

- Metal paper clips and staples may be left on the paper.

Just a Few Reasons for Recycling

Solid Waste

It has been estimated that each man, woman, and child produces an average of four (4) pounds of trash every day, almost 1,500 pounds a year. Most of this garbage gets buried in a landfill, and we are running out of landfill space at an alarming rate. Paper makes up about twenty-five (25) percent of many cities' garbage, much of which could be diverted through office paper recycling programs.

Paper Production

As many as seventeen (17) small trees are required to make one (1) ton of paper. Recycling slows the demand for virgin timber fibers and lessens the strain on our forest resources.

Energy Conservation

Up to sixty-four (64) percent less energy is required to produce paper from waste paper instead of from virgin wood pulp. In the case of office paper, the equivalent of almost three (3) barrels of oil is saved for every one (1) ton of paper recycled.

Air & Water Pollution

The manufacturing of paper from used paper instead of from trees produces almost sixty (60) percent less air and water pollution.

Water Conservation

The manufacturing of recycled paper uses only one-half of the water that is required in the manufacturing of virgin paper.

How Much does [Company] Consume per Year?

Paper (tons) = [Number of employees] x .5 lbs. per day x 260 working days/year / 2000 lbs.

17 Trees / ton of paper = 17 trees x number of tons of paper from above.

☞ For example 20 employees x .5 lbs. per day = 100 x 260 = 26000 / 2000 = 13 tons of paper x 17 trees each = 221 trees!

+ Oil (gallons) / ton of paper = 682.5 gallons of oil x tons of paper from above.

☞ For example, 13 tons of paper (from above) x 682.5 gallons of oil = 8,872.5 gallons of oil!

How the [Company] Recycling Program Works



You will be given two small containers (one for white paper and one for computer paper) to go on or near your desk. When you're through using any paper, simply put

it into the appropriate container instead of the trash can. When either of your containers is full, empty the contents into one of the central containers stationed on your floor. Paper is much more valuable when it is separated by grade, so please put the white paper into the “white paper only” container and computer paper into the “computer paper only” container (all central containers will be clearly marked). That’s the end of your involvement - it’s that easy! All documents containing confidential information should be shredded before being recycled.

Because we all have a lifelong habit of just throwing something away when we’re finished using it, it may take some time to remember not to throw the recyclable paper into the trash can. You have to think about it at first, but in a very short time it will become just another one of those things you do.

Please keep all “contaminants,” including colored paper, magazines, glossy paper, carbon paper, newspapers, soda cans, half-eaten sandwiches and so on, out of the paper recycling containers. If you’re recycling an old report, please remove the covers, any colored paper, and plastic bindings. Metal staples and small paper clips do not need to be removed. Soda cans, soda bottles, and glass jars and bottles can all be recycled. Please put these items into the designated recycling containers.

If you are “cleaning house” and getting rid of a lot of old forms or files, let your program coordinator know ahead of time so that the waste paper dealer can be called to bring extra containers or do extra pickups. If the central containers fill up before the scheduled pickup, try pushing the paper down - the container may just be full of a lot of air. If the container is definitely full, find a box to use for the overflow and ask the coordinator to call for a pick up.

 **Note:** Please don’t crumple up paper being thrown away (in the trash or in recycling) - it takes up much less space when it’s flat.

Recycling containers are located near computer printers, copiers, in the lunch/break area and in the shipping department. Please do your part to recycle reusable materials. Please reuse items until they genuinely need to be replaced. Also, please pay attention to ways of conserving energy. Some of the easiest ways to do this are to make sure lights, equipment and faucets are turned off, and all doors and windows are closed whenever practical.

Safety

See the section entitled, “Safety” for a full description of [Company] safety policies.

Salesperson Agreement

 We recommend the Independent Sales Representative Agreement provided as part of Agreement Builder®, a collection of plain-English business agreements. See the Catalog section in the back of the Employee Handbook Builder Reference Guide for a detailed description.

Service Awards

-  Include this policy only if you plan to honor it for each and every employee. Modify the awards and years of service required as needed to meet the needs of your company – how can you make these awards truly meaningful for people who have worked for you as long as they have?
-  Think of them, if you must, as karma payments for people who have given you all and kept coming back...

Each year, [Company] honors its long-term employees by presenting service awards at an annual company function. Service awards will be given after you have completed five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service.

The awards are:

- For five (5) years of service, a [trip to Maui].
- For ten (10) years of service, a [something memorable].
- For fifteen (15) years of service, a [HD entertainment center].
- For twenty (20) years of service, a [gold Rolex – give it to them while they can enjoy it and show it off!].
- For twenty-five (25) years of service, a [2-week trip to Europe].

Smoking

- 🔊 The current trend is toward “No Smoking” facilities, although not all states have implemented legislation to support this. Many businesses, however, still provide designated smoking areas on company premises. It is generally not permissible to deny employment to smokers, when they are prepared to refrain from smoking on the premises and during work time. Consult with legal counsel for further questions regarding smoking policies at your company.



[Company] is committed to providing a healthy and safe workplace for all of our employees, customers, contractors and vendors. In keeping with this commitment, the smoking of cigarettes, pipes, or cigars in the office is prohibited. If you wish to smoke, you must please go outside the building. Smoke only in designated smoking areas.

Please be courteous and concerned about the needs of your fellow employees and others. Please do not smoke in restricted areas.

Please remember to conform to our customer’s smoking policies when working at a customer’s site.

Excessive breaks whether for smoking, or other reasons, may lead to discipline, up to and including termination of employment.

All employees are expected to abide by this policy while at work.

Solicitations & Distributions

- 🔊 If you don’t want employees selling merchandise or circulating petitions during working hours, specify that you will not allow the distribution of any literature, petitions, surveys or the sale of any merchandise, raffle tickets and so on.

Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-company literature in work areas at any time during working time.

As used in this policy, "working time" includes all time for which an Employee is paid and/or is scheduled to be performing services for [Company]; it does not include break periods, meal periods, or periods in which an Employee is not, and is not scheduled to be, performing services or work for [Company]

Employees are not permitted to sell chances, merchandise or otherwise solicit or distribute literature without management approval.

Persons not employed by [Company] are prohibited from soliciting or distributing literature on company property or from being on [Company] property.

No employee shall solicit or promote support for any cause or organization during working time or during the working time of the employee or employees at whom the solicitation activity is directed;

No employee shall distribute or circulate any written or printed material in work areas at any time, during working time, or during the working time of the employee or employees at whom the solicitation activity is directed; and

Under no circumstances will non-employees be permitted to solicit or to distribute written material for

any purpose on [Company] property.

Posting on bulletin boards will be subject to approval by the personnel contact prior to posting, and notices regarding personal solicitation will not be allowed.

Spouse Accepts Employment – or Works for a Competitor

☞ We suggest you obtain local legal advice on this, since the policy may threaten employee's rights under some state and local laws.

Should your spouse accept employment with a [Company] competitor, [Company] reserves the right to terminate your employment.

☞ -- OR --

Should your spouse be employed with a [Company] competitor, [Company] reserves the right not to hire you or to terminate your employment.

See also the section under “Employment Policies.”

Telecommuting Policy

☞ A telecommuting arrangement, which allows employees to work from home or other remote locations, can be beneficial to both employers and their workers. The employee is spared a commute and can ideally take advantage of the increased solitude and flexibility that such an arrangement offers. Among the factors influencing this trend toward telecommuting are: employers' growing sensitivity to the balance between work and family; technological advances, such as fax machines and car phones, that make such arrangements more practical; government regulations, such as The Clean Air Act and a decrease in company overhead. The top four job titles that senior executives feel would most benefit from telecommuting or off-site arrangements are information specialists, sales representatives, computer programmers, and market research analysts. You will note that these positions tend to be in job families where the employee is expected to spend a majority of time working in the field or behind a computer.

☞ You must properly manage telecommuters in order to avoid the pitfalls associated with lack of supervision, and possible charges of discrimination. Make sure all eligible employees have equal access to this benefit. Not all employees will be eligible to telecommute, however, those that are eligible need to be given equal access to the benefit.

☞ Site liability issues also need to be considered in consultation with your workers' compensation carrier. For example, we advise you to consult with your carrier to clarify payment responsibility for any injury or illness that an employee may suffer while working at home.

☞ Best to use the “Telecommuting Agreement” in the Forms section when implementing this policy. Also, please see the Manager's Procedures Guide for more information.

[Company]'s objective is to have its employees perform their job in the most productive work environment possible. At times, specific jobs or tasks may be accomplished more productively by the use of flexible work arrangements such as telecommuting. Telecommuting is defined as an employment arrangement in which work delegated from the employee's [Manager] is regularly scheduled and conducted during the employee's normal work hours from a remote location, such as their home. For some job titles, work may be done at odd hours and not necessarily at any specific time of the day or night.

Telecommuting may result in benefits to the employee, through increased morale and retention; to the company, through decreased office space costs and overhead; and to the community at large, through decreased traffic congestion.

Characteristics of the Employee

In determining eligibility for telecommuting, the [Manager] and employee should review the criteria listed below. The employee...

- is a regular, full-time, exempt employee.
- is familiar with the types of tasks that he/she is responsible for accomplishing.
- possesses a high level of job skills and knowledge of equipment to be used.
- requires moderate to no supervision, maintains high level of productivity, uses good judgment, and can self-manage.
- has good time management and organization skills; meets deadlines.
- has good communication skills.
- takes the initiative on projects, follows through with work, and is a self-motivated, independent worker.
- has worked at [Company] for a minimum of six (6) months.

Characteristics of the Job or Task

The following items are characteristics of types of work that are most appropriate for telecommuting.

- Face-to-face interaction with customers (with the exception of sales positions) is not required on a daily basis, and the job task has phases of work in which the employee spends most of the time working by him/herself.
- A majority of the work product is quantifiable (such as meeting quotas, producing a project on time).
- Necessary resources are available for remote work (for example, access to files and the proper computer equipment).
- Schedule and work flow can be at least partially controlled by the employee.
- Security measures and computer firewalls used to protect information are sufficient to protect confidential information at the remote site.

Approval Process

The employee should verbally request a telecommuting arrangement from her/his immediate [Manager]. If the employee and the position are considered by the [Manager] to be a possible telecommuting “fit,” the [Manager] should then provide the employee with a Telecommuting Agreement.

- 🔊 Please use the [Telecommuting Agreement in the HR Forms folder when implementing this policy.](#) Also, please see the [Manager’s Procedures Guide for more information.](#)

The Telecommuting Agreement states expectations regarding designated days and times during which the employee is expected to work and how output will be tracked.

The employee should designate a location as the workplace, and, where feasible, allow [Company] and/or its workers’ compensation carrier to inspect it for safety.

The immediate [Manager] should comment and make recommendations on the Agreement and submit it to the second level of management and their Human Resources Manager, if appropriate, for her/his comments and recommendations.

A Telecommuting Agreement should have a term of no more than six (6) months, subject to review and approval by the [Manager] and employee in writing for an additional term of no more than six (6) months.

Equipment and tools might include, but are not limited to, the following: computer, phone lines and charges, modem and fax. If the employee does not already have the required equipment, [Company] may, depending upon financial resources, make a reasonable effort to provide the employee with the equipment, service and tools.

If any of the characteristics of the job/task or the employee performance should change such that they would no longer be compatible with telecommuting, or if the [Manager] otherwise believes it to be in the best interest of the department and/or [Company], the [Manager] may modify or terminate the Agreement at any time. In addition, the employee has the option to request modification or termination of the Agreement.

Your [Manager] has the discretion to deny any telecommuting request. If a [Manager] has a number of employees requesting telecommuting and this would have a negative impact on the operation of the department, then she/he may alter the conditions of a previously approved arrangement and/or deny new requests.

The Telecommuting Agreement is not a contract of employment, and nothing in this Policy nor any Telecommuting Agreement alters the at-will nature of the employment relationship, under which the employment relationship may be terminated at any time by either the employee or the employer for any reason, or for no reason.

Telephone Usage

A professional telephone manner is required at all times since employees represent the Company during telephone conversations. Employees are expected to use telephones in a responsible manner and generally for business purposes only. Personal phone calls are permitted but should be kept to a minimum.

Travel to other Job Sites or to Vendors

Personal autos used for business will be reimbursed at the prevailing IRS mileage allowance. The mileage reimbursement rate covers all vehicle expenses including gas, insurance, and depreciation. It is important that you consider company time when traveling to job sites and vendors, so that any personal errands you might complete do not impact your effectiveness in meeting your company responsibilities.

Uniforms

 Include this policy only if it is appropriate for your company. Please see the Uniform Assignment Form in the HR Forms folder for use with this policy.

We provide uniforms which certain employees must wear while at work. Upon termination of employment, the uniforms must be returned or the cost will be deducted from your final paycheck. Uniform cleaning expenses will be paid by [Company]. Please consult your [Manager] for more information.

Use of Company Vehicle(s)

If you are authorized to operate a [Company] vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you must adhere to the following rules:

1. You must be a CA licensed driver.
2. You must maintain weekly mileage reports.
3. You are responsible for following all the manufacturer's recommended maintenance schedules to maintain valid warranties, and for following the manufacturer's recommended oil change schedule.
4. [Company] provides insurance on company vehicles, however, you will be considered completely responsible for any accidents, fines, moving or parking violations incurred.
5. You must keep the vehicle clean at all times. You must also wash and vacuum the vehicle as often as necessary. You will be reimbursed for your reasonable expense of keeping the vehicle clean. Please retain any receipts for reimbursement.

6. Persons not authorized or employed by [Company] cannot operate or ride in a company vehicle.
7. Prior to operation of any company vehicle, your [Manager] will train you on the appropriate steps to take if you are involved in an accident - filling out the accident report, getting names of witnesses and so on.



Note: Please see the Driver's License and Driving Record Policy in the "Employment" section of this Employee Policies Handbook for further information.

Violence, Weapons

Please see the respective sections under, "Prohibited Conduct"

Safety

- 🔊 Safety programs, if properly developed and implemented, can be effective tools for reducing workplace injuries. As a result, company expenses due to employee injuries, time off from work, and workers' compensation costs can be lowered.
- 🔊 Be sure you have all required OSHA posters on display in your facilities. If you have more than eleven (11) employees, you are required to complete Form 200, which summarizes your injuries and illnesses. The form should be signed by a company officer to certify the data.
- 🔊 For posters, forms, or more information, contact the OSHA office nearest you or call the Occupational Safety and Health Administration offices in Washington, DC at (202) 219-8576.
- 🔊 For information on SafetyPlanBuilder® (JIAN's software for producing a comprehensive written health and safety plan, please visit our website: <http://www.jian.com>.

General Employee Safety

[Company] is committed to providing and maintaining a healthy, safe and secure working environment for all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment; however, requires the continuous cooperation of all employees.

[Company] will maintain safety and health practices consistent with the needs of our industry. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask your [Manager] for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. Compliance with these safety rules is considered a condition of employment. Therefore, it is a requirement that each [Manager] make the safety of employees an integral part of her/his regular management functions. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

It is important that employees follow safe and healthy work practices at all times. [Company] strongly encourages you to communicate with your [Manager] regarding safety issues. Accidents can be prevented only with the cooperation of all; as such, the following safety rules should be observed at all times:

- 🔊 **Keep all that apply:**
 - Always check to see that electrical equipment, computers, coffee machines and so forth are turned off before leaving the company premises
 - Immediately report every work-related injury or potentially hazardous condition, no matter how minor, to your manager.
 - Learn to lift correctly: do not attempt to push, pull or lift objects unless you can do so safely. Get help when necessary
 - Take every precaution, including doing wrist and arm exercises, to avoid carpal tunnel and other repetitive motion injuries.

Safety Rules

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all [Company] activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production. We will continue to provide a clean, safe and healthy place to work and we will provide the best equipment possible.

Below are some general safety rules to assist you in making safety a regular part of your work. You are expected to work safely, to observe all safety rules and to keep the premises clean and neat. Remember that carelessly endangering yourself or others may lead to disciplinary action, including possible termination. Your [Manager] may post other safety procedures in your department or work area.

Working Safely

Safety is everyone's responsibility. Remind your co-workers about safe work methods. Start work on any machine only after safety procedures and requirements have been explained. Immediately report any suspected hazards and all accidents to your [Manager].

Electrical Hazards

Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Don't make unauthorized connections or repairs. Do not overload outlets.

Fire Extinguishers

Know where fire extinguishers are and how to use them.

Lifting

Ask for assistance when lifting heavy objects or moving heavy furniture. Bend your knees, get a firm grip on the object, hold it close to your body and space your feet for good balance. Lift using your stronger leg muscles, not your weaker back muscles.

Handling Tools

Exercise caution when handling objects and tools. Do not use broken, defective or greasy tools. Use tools for their intended purpose only. Wear safety glasses or goggles whenever using a power tool.

Using Ladders

Place ladders securely. Do not stand on boxes, chairs or other devices not intended to be used as ladders.

Materials Handling

Do not throw objects. Always carry or pass them. Use flammable items, such as cleaning fluids, with caution. Also, stack materials only to safe heights.

Personal Protective Equipment

Required personal protective equipment, except for prescription glasses and steel toe shoes, will be issued to you by your [HR Manager]. Always wear or use appropriate safety equipment as required in your work. Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, spats and hearing protectors in designated areas or when working on an operation which is potentially hazardous. Also, wear gloves whenever handling castings, scrap, or barrels.

Operating Machines & Equipment

When operating machines and equipment, please be sure to follow these procedures:

- Remove loose clothing, jewelry or rings before operating machinery.
- Wear steel toe shoes and prescription eye protection to start the job, if required.
- Make sure machine guards are in place while machines are in operation.
- Keep guards in place at all times.
- Do not clean machinery while it is running.

- Lock all disconnect switches while making repairs or cleaning.

Preventing Falls

Keep aisles, work places and stairways clean, clear and well lighted. Walk, don't run. Watch your step.

🔊 Our favorite: "Watch Your Head!"

Falling Objects

Store objects and tools where they won't fall. Do not store heavy objects or glass on high shelves.

Trash Disposal

Keep sharp objects and dangerous substances out of the trash can. Items that require special handling should be disposed of in approved containers.

Cleaning Up

To prevent slips and tripping, clean up spills and pick up debris immediately.

Work Areas

Keep cabinet doors and file and desk drawers closed when not in use. Open only one drawer at a time. Remove or pad torn, sharp corners and edges.

Report All Injuries

All accidents, injuries (no matter how slight), potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your [Manager]. If you or another employee is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, a Supervisor and Employee Report of Accident Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

Federal law (Occupational Safety & Health Administration) requires that we keep records of all illnesses and accidents which occur during the workday. The [State] State Workers' Compensation Act also requires that you report any workplace illness or injury, no matter how slight. **If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.** OSHA also provides for your right to know about any health hazards which might be present on the job. Should you have any questions or concerns, contact your [Manager] for more information.

Ask Questions

If you are ever in doubt regarding the safe way to perform a task, please do not proceed until you have consulted a [HR Manager]. Employees will not be asked to perform any task which may be dangerous to their health, safety or security. If you feel a task may be dangerous, inform your [HR Manager] at once.

🔊 See the "Safety Suggestion Form" or the "Idea Submission Form" in the HR Forms folder

We strongly encourage employee participation and your input on health and safety matters. Please obtain a Safety Suggestion Form from your [HR Manager] for this purpose. Employees may report potential hazards and make suggestions about safety without fear of retaliation. We appreciate, encourage and expect this type of involvement! The success of the safety program relies on the participation of all employees. Though it is [Company]'s responsibility to provide for the safety, health and security of its workers during working hours, it is the responsibility of each employee to abide by the rules, regulations and guidelines set forth.

Remember, failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary actions.

Fire Prevention

- 🔊 It's a good idea to make sure that everyone is properly trained to use fire extinguishers. Everyone should be aware of the locations of fire extinguishers as well as how to use them. The ability to use a fire extinguisher without hesitation is critical in the event of an actual fire.
- 🔊 The US Navy learned this the hard way after a jet exploded on an aircraft carrier deck, killing the entire fire crew.

Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your [Manager] if an extinguisher is used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood, or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source. (eg. Don't place a gas can in a closet with a water heater!)

- 🔊 I watched a house burn down one evening. The nearby police officer told me that the person reporting it just called 911 and started screaming – nothing intelligible. In response, the dispatcher sent a police officer. Upon his arrival, it was obvious that there was a fire so he called for the fire department. Given the sophistication of most 911 emergency systems, you can dial 911, say, "fire" and drop the phone – they will send the fire department. Had the person had at least said, "fire" after they called 9-1-1, the extra time may have saved their home.



In Case of Fire

If you are aware of a fire, you should:

- Dial 9-1-1 or the local fire department. Be sure to say, "Fire" and give the address or location.
- If there are injuries or people in danger, tell the dispatcher – they will send paramedics as well.
- What should you do when you're on fire? Stop, drop and roll!
- If possible, immediately contact your [Manager] or the [HR Manager]. Evacuate all employees from the area.
- If the fire is small and contained, locate the nearest fire extinguisher. This should only be attempted by employees who are knowledgeable in the correct use of fire extinguishers.
- If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.

When the fire department arrives, direct the crew to the fire. Do not re-enter the building until directed to do so by the fire department.

Emergency Evacuation

If you are advised to evacuate the building, you should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.
- Walk to the nearest exit, including emergency exit doors.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to a parking lot near the building. Be present and accounted for during roll call.
- Do not re-enter the building until instructed to do so.

Housekeeping

- 🔊 November is National Flu Awareness Month. To reduce the potential spread of the flu at work this season: Post reminders that proper hygienic practices are important during flu season; communicate the importance of washing hands in bathrooms, break and food areas; make disinfectants available for those who have to share equipment or tools and for telephones, computers or other accessories and in common work areas; and make sure tissues are available in your common areas and conference rooms. Those pump containers of hand sanitizer are perfect.

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times – it is a required safety precaution.

If you spill a liquid, clean it up immediately. Do not leave tools, materials, or other objects on the floor which may cause others to trip or fall. Keep aisles, stairways, exits, electrical panels, fire extinguishers, and doorways clear at all times.

Easily accessible trash receptacles and recycling containers are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention.

Please report anything that needs repairing or replacing to your [Manager] immediately.

Office Safety

Office areas present their own safety hazards. Please be sure to:

- Arrange office space to avoid tripping hazards, such as telephone cords or calculator electrical cords.
- Leave desk, file or cabinet drawers firmly closed when not in use.
- Open only a single drawer of a file cabinet at a time.
- Remember to lift things carefully and to use proper lifting techniques.

Property & Equipment Care

It is your responsibility to understand the machines needed to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and [Company]. If you find that a machine is not working properly or in any way appears unsafe, please notify your [Manager] immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

Do not attempt to use any machine or equipment you do not know how to operate, or if you have not completed training on the proper use of the machine or equipment.

Security

🔊 We've included the "Statement of Loss Prevention Responsibilities" Form to assist you in your loss prevention efforts.

Maintaining the security of [Company] buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Be conscious about propping doors open when on the premises.
- Confirm with your manager who has the authority to enter company premises.
- Employees on [Company] premises in the evening should lock themselves in while working and lock themselves out when departing, arming the security system upon leaving.
- ID cards must be worn, be visible, and should not be loaned to any other person, for any reason. Keep track of your ID card; there is a fee for replacement.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
- Outside doors should be locked in the evening.
- Personal valuables should be stored inside desks or otherwise out of sight, and should be locked up if left overnight.
- The security system should be disarmed upon entering the office.
- When you leave [Company]'s premises make sure that all entrances are properly locked and secured.

As noted above, employees must inform their manager immediately about any potential health or safety hazards, and all injuries or accidents, so that any dangerous situation can be corrected. Employees are strongly encouraged to report any situations of this nature and need not fear any form of reprisal as the result of their compliance with this policy.

Entering & Leaving the Premises

🔊 If applicable, the specifics of entry and departure should be spelled out in a separate written document.

At the time you are hired, you will be advised about the proper entrances and exits for our employees, as well as unauthorized areas, if any.

Visitors

Our insurance company prohibits unescorted or unauthorized visitors in our facilities. If you are expecting visitors, such as clients, customers or friends, please notify your [HR Manager]. You are expected to abide by these rules at all times. Failure to do so will lead to disciplinary action.

Security Checks

[Company] may exercise its right to inspect all packages and parcels entering and leaving our premises.

Parking Lot

You are encouraged to use the parking areas designated for our employees. Please keep in mind that the parking spaces adjacent to or in front of our building(s) are for customers and visitors only. Remember to lock your car every day and park within the specified areas.

Courtesy and common sense in parking will help eliminate accidents, personal injuries, damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your [HR Manager].

[Company] cannot be and is not responsible for any loss, theft or damage to your vehicle or any of its contents.

Restricted Areas

In the interest of safety and security, certain portions of [Company]'s facilities may be restricted to authorized personnel only. Such areas will be clearly marked. Some areas may be designated no smoking areas as well. You must stay out of these areas if you are unauthorized to enter.

Drug-Free Workplace Policy

- ☞ Once a company makes the commitment to take a stand against alcohol and other drug abuse in the workplace, development of a policy that clearly states the company's position is the next, critically important step.
- ☞ To determine exactly what your policy should contain, consider taking the following steps:
 - Conduct an assessment to determine your company's needs. This may be accomplished as informally as simply talking with several employees about perceived needs.
 - Consider creating a policy task force consisting of several employees from throughout the company.
 - Once you have consulted everyone, you are ready to begin actually writing the policy.
- ☞ Tips on Writing
 - Simply worded, straight-forward, and concise language will increase the likelihood that all your employees and job applicants will understand the policy and be willing to abide by it.
 - Be direct. Use active language to convey the company's policy.
 - Obligations and responsibilities should be stated without ambiguity so as to avoid the possibility of confusion or misunderstandings.

🔊 Answer These Questions:

- Why you are implementing a policy,
 - What the policy prohibits, and
 - What the consequences are for any policy violations
- 🔊 Your written policy statement is your opportunity to express clearly your position on employee substance abuse. For some workers, the knowledge that the company is active on the issue and that they will be held accountable for their behavior is enough to deter future substance abuse. For others, knowing that their company is aware of the problem and is trying to respond to it will strengthen their commitment to being loyal and productive workers.
- 🔊 We suggest that you make it clear to your employees that your company is committed to creating and maintaining a drug-free environment and implementing a program to prevent the unlawful possession, use, or distribution of drugs and alcohol by employees. This information is a means to inform and educate employees of the standards of conduct, health risks, legal sanctions, community resources, treatment programs, and disciplinary sanctions which may result in the misuse of alcohol and drugs.
- 🔊 Please see the Manager's Procedures Guide for more information.

[Company] is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated here in your Employee Policies Handbook.

[Company] is committed to providing a safe, drug free workplace and to protect the interests of our employees and customers. [Company] policy prohibits anyone from using, possessing, selling, distributing, manufacturing, purchasing or being under the influence of alcohol, illegal drugs, intoxicants, or controlled substances while performing work for [Company], or while on [Company] premises or on company business, including operating vehicles leased or owned by [Company].

[Company] will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of these standards of conduct.

For purposes of this policy, the use of prescription drugs by a person for whom they have not been prescribed or for a use not consistent with the prescription is prohibited.

The use of prescription drugs and/or over-the-counter medication also may affect an employee's job performance. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform their job, or affect the safety or well being of others, must notify a manager of such use immediately before starting or resuming work.

Violation of these rules and standards of conduct will not be tolerated. Each situation will be looked at on a case-by-case basis. The Company also may bring violations to the attention of appropriate law enforcement authorities.

Zero Tolerance



Violation of these rules and standards of conduct will not be tolerated. The Company also may bring violations to the attention of appropriate law enforcement authorities.

This policy strictly prohibits employees from being under the influence of alcohol or any illegal drug while at the work place or performing company business, including driving vehicles leased or owned by [Company]. This policy will not be construed to prohibit the moderate consumption of alcohol during social or business functions sponsored by the company where alcohol is served, or while entertaining customers and prospective

customers of the company. However, employees must remember their obligation to conduct themselves properly at all times while performing company business or at company-sponsored functions or while representing [Company], including their responsibility not to drive while under the influence of alcohol or any other drugs.

The Company will provide alternative transportation home for employees attending Company-sponsored functions if alcohol is served. Employees are expected to use good judgment and comport themselves at all times as representatives of [Company] when performing company business, attending business functions or entertaining customers and prospective customers. Failure to do so will result in disciplinary action, up to and including termination of employment.

Fitness for Duty Examination

[Company] reserves the right to require an employee to submit to a medical fitness for duty examination, when, in the Company's opinion, such an examination is job related and consistent with business necessity.

- 🔊 Drug testing does not qualify as a medical exam under the ADA. However, drug tests may be given to both applicants and employees. Check with your attorney concerning any state laws that may restrict drug testing.
- 🔊 Putting a drug policy in place requires some forethought, as it is imperative that you maintain complete consistency with implementation of whatever policy is defined in your employee manual. Therefore, it is best to leave all possibilities open. There are four possible components to the policy: pre-employment, post-accident, reasonable suspicion and random. Most companies will find that post-accident is sufficient to aid in keeping workers' compensation costs down.
- 🔊 Pre-employment drug testing is good for organizations that bring in a lot of entry level employees and want to make sure that they are not populating their work force with drug users. One caveat in this regard, however: users of harder drugs like methamphetamine or cocaine can clear their systems of these drugs in four to five days, while users of more innocuous substances such as marijuana, can retain residue 30-45 days after usage. You need to think through how you will handle positive results in this regard.
- 🔊 Reasonable suspicion testing should only be used if management personnel are trained in the components of reasonable suspicion. It is specifically defined how to identify if reasonable suspicion is warranted. The use of random drug testing is also specifically defined, and if you want to be sure you have a drug free workplace at all times, this is one way to help get there.
- 🔊 In addition, a recent ruling in California clarifies that employers are not required to accommodate "medical" use of marijuana by employees.
- 🔊 It is more costly than the other components (due to frequency of tests), and requires more administration time, as well as requiring implementation to be sure that it is truly random. Instituting random drug testing without assuring that you are not discriminating in any way can cause legal problems.

Drug-Free Workplace

- 🔊 The following policy mirrors the Drug-Free Workplace Act of 1988 and addresses the health issues of drugs and alcohol as well as treatment information. We strongly encourage you to educate your employees on these issues and to strictly enforce them for the benefit of both you and your employees. We also encourage employees to consult with the community referrals listed, as well as their employee assistance program, health plan provider, or line manager, as appropriate and depending upon the comfort level of the employee.

It is the goal of [Company] to maintain a drug-free workplace. In the spirit of the Drug-Free Workplace Act of 1988, [Company] has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, her/his [Manager] of any criminal drug statute conviction they receive.
4. If an employee receives such a conviction [Company] shall

☞ Please select one (1) of the following two (2) options.

take appropriate personnel action against the employee, up to and including termination.

☞ -- OR --

require the employee to participate satisfactorily in an approved drug-abuse assistance or treatment program.

5. [Company] provides information about drug counseling and treatment.
 6. [Company] reserves the right to search and inspect for the maintenance of a safe workplace.
- ☞ We recommend the following section be included only if your company does not have an Employee Assistance Program that could provide information regarding drugs and alcohol. If your company has an Employee Assistance Program then you do not need to include the following information in your Employee Handbook.

Health Risks of Alcohol & Other Drug Use



Even though specific physical and mental responses to alcohol and drug use differ, the consequences for using either are usually similar. Negative health reactions can result from both abusive and moderate use of any substance. While on-going health problems are often associated with long-term misuse and abuse, acute and traumatic instances can occur from one-time or moderate use.

Alcohol

Ten (10) percent of adults can be classified as heavy drinkers. That is, they consume an average of two or more drinks per day. Virtually all body systems are affected by the long-term abuse of alcohol. Heavy constant consumption may result in hangovers and serious health consequences. Another sixty (60) percent of the population are moderate drinkers. The most common negative health consequences from occasional drinking are trauma related and involve both the drinker and non-drinker victims. The consumption of alcohol is involved in 200,000 deaths in this country per year, ten (10) percent of the US annual mortality. Half of all traffic deaths are alcohol related and driving under the influence is the number one killer of American teenagers.

Hallucinogens

The most common health-related responses to hallucinogen use include panic reactions, flashbacks and toxic reactions with ingestion of high levels of some compounds.

Hypnotics & Anti-Anxiety Drugs

Such prescription medications as Nembutal, Seconal, Quaalude, Miltown and Equanil have serious negative health consequences when abused. The most common is toxic overdose which results in depressed central nervous systems, cardiac and respiratory functioning.

🔊 Regarding Marijuana, there is ongoing debate about the medicinal benefits of its use.

Marijuana

- 🔊 For information regarding the laws and scientific research on Marijuana, please read the section on “Marijuana” in “Manager’s Procedures Guide” and/or click here: <http://www.norml.org>
- 🔊 Given much of the recent research into Marijuana and its benefits (which may run opposite to everything you may have been led to believe), perhaps you don’t want to be too quick to discipline your recreational users.
- 🔊 According to ongoing and recent research, there is apparently no clear cause-and-effect relationship existing for the use of cannabis and other illicit drugs (the so-called ‘gateway theory’) and/or the use of cannabis and negative educational or workplace performance.

Commonly reported short-term psychoactive effects of cannabis include feelings of euphoria, relaxation, and sociability. Short-term physical effects and cognitive effects include a mild increase in heart rate and blood pressure, as well as increased impairments in concentration, short-term memory, and certain psychomotor skills primarily decision-time and trajectory. Additional physiological effects include dry mouth, reddening of the eyes, and increased appetite. Less commonly reported effects of cannabis use include increased feelings of dysphoria (a state of dissatisfaction, anxiety, restlessness, or fidgeting) or panic (particularly in naive users) and transient bradycardia (Slowness of the heart rate, usually fewer than 60 beats per minute in an adult human.).

Narcotics

The most serious medical consequences of opiate abuse is toxic reaction, more commonly known as overdose. Generally incurred accidentally, overdose leads to death when the respiratory and circulatory systems slow down to the point of ceasing to function. More common health consequences of opiate abuse occur not from the chemicals themselves, but from the lifestyles that frequently accompany their use.

Stimulants

Abusers of stimulant drugs are more likely to experience drug-induced psychiatric disturbances than are other abusers. Differences in health-related responses to stimulant drugs are dependent on the mode of ingestion. Nasal and intravenous use create more acute responses than does oral use.

Legal Implications of Alcohol and Other Drug Use

A variety of implications surround the use of alcohol and other drugs. This summary is designed to alert you to some of the legal risks you assume when you use alcohol or other drugs. Penalties for illegal use will also be described. However, this summary is only a descriptive document. It should not be interpreted as legal advice or counsel. The regulations summarized here are those most likely to affect employees of [Company].

Possession & Use

Check with city or county counsels’ offices for specifics of alcohol consumption and use, as maximum levels differ from location to location.

- Anyone under twenty-one (21) years of age who buys alcohol is committing a misdemeanor. It is also an infraction of the law for a minor to attempt to buy alcohol.
- Applicants for professional licenses must not be addicted to alcohol or other drugs at the time of application.
- Growing or processing peyote is punishable by imprisonment in the county jail for not more than one (1) year.

- It is a felony to use alcohol or drugs to aid the commission of a felony, including rape and other sex offenses.
- It is unlawful for a person under the age of eighteen (18) who has a BAC of .05 percent or more to drive a vehicle.
- It is unlawful to drive a motor vehicle or ride a bicycle on a highway with a blood alcohol content (BAC) level of .08 percent or above. Punishment is greater if a child fourteen (14) years of age is in the vehicle at the time.
- It is unlawful to manufacture controlled substances in the home or in any other unregulated facility.
- It is unlawful to operate a water vessel, to water ski, or to use an aquaplane, with a BAC of .05 percent if the operator is under eighteen (18) years of age.
- It is unlawful to operate an aircraft in the air or on the ground or engage in sport parachuting with a BAC of more than .04 percent.
- Marriage licenses will not be issued to applicants under the influence of alcohol or other drugs.
- Public intoxication which interferes with the personal safety or use of public ways is a misdemeanor crime.
- The act of driving implies consent to be tested for BAC.

Distribution

- It is a misdemeanor crime to sell or furnish alcohol to a common drunkard or incompetent.
- It is a misdemeanor crime to sell, give or furnish alcohol to anyone under twenty-one (21) years of age.
- It is illegal to use the postal service or other interstate conveyance to offer to sell or transport, import or export paraphernalia.
- It is unlawful for sellers of alcoholic beverages by the drink to employ a person for the purpose of encouraging the sale of such beverages.
- It is unlawful to export controlled substances to any country that has a treaty with the United States prohibiting such export. Penalties vary depending on the country involved.
- It is unlawful to import controlled substances except for medical or scientific purposes.
- Manufacture, distribution and receipt of "imitation controlled substances" or any drug that is falsely advertised, adulterated or misbranded is unlawful.
- Only eating establishments and holders of retail liquor licenses may sell or expose for sale alcoholic beverages within one (1) mile of a university or state college.
- Possession of paraphernalia is unlawful as is providing a minor with paraphernalia for the ingestion of tobacco or any controlled substance.

Consequences



Carriers of motor vehicle insurance can increase premiums, or cancel or deny renewal as a result of driving under the influence convictions.

In certain cases employers' motor vehicle coverage can also be canceled or renewal denied if employees have been convicted of driving under the influence of alcohol or other drugs.

The Department of Motor Vehicles may refuse or revoke driver's licenses of practicing alcoholics or addicts or those convicted of alcohol or drug related offenses.

Refusal to submit to blood alcohol content tests will result in a six-month suspension of driving privileges, two-year suspension if there has been a prior such offense within seven years, and three-year suspension for two or more offenses within seven (7) years. In such cases, vehicles can also be impounded and sold as nuisances.

🔊 Employers of twenty-five (25) or more employees must reasonably accommodate any employees who wish to voluntarily enter treatment programs, provided that no undue hardship is created for the employer. While there is no requirement under ADA to provide rehabilitation we strongly recommend you offer this to your employees.

Employers may refuse to hire or may fire an employee who cannot perform job duties or endangers his/her or others' health or safety due to current use of alcohol or other drugs.

State disability retirement allowances are not paid if the disability is due to the intemperate use of alcohol or other drugs.

No addict or person in danger of becoming an addict may be employed as a peace officer.

Drunkenness on duty, intemperance or addiction are causes for discipline for any employee.

Examinations for certifications can be refused and certifications withdrawn by the State Personnel Board for anyone who is addicted to alcohol or other drugs.

Discharge from employment "as a result of an irresistible compulsion to use or consume intoxicants" disqualifies claimants from receiving unemployment benefits, as does any institutionalization as a drug addict.

Disability insurance benefits may be denied "for any loss sustained or contracted in consequence of the insured's being intoxicated or under the influence of any controlled substances unless administered on the advice of a physician."

Permanent or probationary employees of [Company] may be terminated, demoted, or suspended for addiction to controlled substances or drunkenness in the workplace.

Penalties for the manufacture, distribution or dispensing of, or possession with intent to manufacture, illegal drugs vary significantly depending on the substance and the amount in question. Both fines and incarceration are imposed.

Drug traffickers lose federal benefits for five (5) to ten (10) years to life after conviction. Drug possessors lose benefits for up to one (1) year and can be required to enter treatment, undergo testing and/or perform community service.

🔊 For more comprehensive information on the legal implications of alcohol or other drug use, visit a library to see the U.S. Criminal Code, Chapter 13.

Where to Get Help

🔊 How to Get Help

- To obtain additional information regarding the development of a substance abuse policy for your workplace, you may wish to contact the following:
- The National Clearinghouse for Alcohol and Drug Information (NCADI)
- NCADI is a national resource for information on the latest research results, popular press and scholarly journal articles, videos, prevention curricula, print materials, program descriptions, and state-level contacts. (1-800-729-6686)

🔊 The Drug-Free Workplace Helpline

- The Drug-Free Workplace Helpline is a toll-free service funded by the Federal Government's Department of Health & Human Services to provide individualized technical assistance to businesses of all sizes and unions on the development and implementation of comprehensive substance abuse workplace programs. (1-800-843-4971)

- ☞ Credit: Working Partners for an Alcohol- and Drug-Free Workplace
- ☞ The Working Partners Small Business Workplace Kit provides introductory resources and information for making workplaces alcohol and drug free. Printed versions of the Small Business Workplace Kit (Inventory Number RPO 899) can be ordered free of charge from the National Clearinghouse for Alcohol and Drug Information (NCADI) at:
- ☞ List names and phone numbers of all health carriers and their drug treatment programs, including private hospitals in your local areas. Check your yellow pages for information. Consider including the following resources.

A number of community resources are available to help you, including:



Community Resources

- Alcoholics Anonymous
- County Bureau of Alcohol and Drug Services
- Employee Assistance Program
- Narcotics Anonymous
- National Council on Alcoholism and Drug Dependence

This document is intended solely as a resource. [Company] does not endorse programs and/or agencies listed on this document and accepts no responsibility for treatment provided by these agencies/programs, nor does it guarantee insurance coverage of treatment.

This document is not a comprehensive listing of alcohol/chemical dependency treatment programs. Other sources for both in-patient and out-patient alcohol/chemical dependency treatment programs may be located by consulting your family physician, local telephone directory under the heading “Drug Treatment Programs,” or through the National Council on Alcoholism and Drug Dependence at 212-206-6770.

- ☞ National Clearinghouse for Alcohol and Drug Information (NCADI)
PO Box 2345
Rockville, MD 20847-2345
Phone: (301) 468-2600 or (800) 729-6686
www.health.org
- ☞ See Full Article at: <http://www.dol.gov/asp/programs/drugs/workingpartners/taking.htm>

Unlawful Harassment

- ☞ See also the section on Equal Employment Opportunity under “Employment Policies.”
- ☞ This policy will need to be revised as time goes on and your company changes and grows. Review your policy each year with an attorney for any legal changes that may need to be made.
- ☞ While you could consider sexual harassment to be a subset of harassment in general, sexual harassment needs to be treated extremely seriously - allegations could leave your company and accused individuals personally open to expensive lawsuits. For this reason we have devoted a large portion of this policy to sexual harassment. All claims of sexual harassment need to be investigated immediately. See the section titled “Sexual Harassment” in the Manager’s Procedures Guide for further information and checklists on investigations.
- ☞ You may wish to consider implementing a policy that does not allow dating between supervisors and subordinates. Problems frequently arise when these relationships sour, and the “scorned” employee feels that she/he did not get a wanted promotion because the ex-lover actively blocked it. Additionally, it is difficult for other employees to believe the supervisor is not showing favoritism.
- ☞ Please use the Sexual Harassment Complainant Interview Form, the Alleged Harasser Interview Form and the Co-Worker Interview Form when conducting a harassment investigation. You will find these in the HR Forms folder.
- ☞ In California, A.B. 1825 states it is mandatory for supervisors to attend sexual harassment training every two years for a total of two hours. This training should be tracked and records should be kept for each individual manager/supervisor indicating training has occurred which is in compliance with state regulations through a formal in house program or via an approved on line training provider.

[Company] is proud of its work environment and intends to provide a work environment that is pleasant and professional in which all individuals are treated with respect and dignity—free from intimidation, hostility or other offenses which might interfere with work performance.

Each person has the right to work in a pleasant, professional atmosphere that promotes equal opportunities and prohibits discriminatory practice, including harassment. Accordance to applicable law, [Company] prohibits sexual harassment and harassment because of age, ancestry, color, cancer, creed, disability (physical or mental), gender, marital status, medical condition (including pregnancy), national origin, race, religion, sexual preference, veteran status, or any other basis protected by federal, state, or local law. All such harassment of any sort – physical, verbal, visual – is unlawful and will not be tolerated.

“ha-rass”

[huh-**ras**, **har**-uh s]

- verb (used with object)

to disturb persistently; torment, as with troubles or cares; bother continually; pester; persecute.

to trouble by repeated attacks, incursions, etc., as in war or hostilities; harry; raid.

Origin:

1610–20; <F, MF harasser to harry, harass, v. der. of harace, harache (in phrase courre a la harace pursue) = hare cry used to urge dogs on (< Frankish *hara here, from this side; cf. OHG hera, MD hare) + -asse aug. or pejorative suffix

Pronunciation note

HARASS, a 17th-century French borrowing, has traditionally been pronounced with stress on the first syllable. [har-uhs] A newer pronunciation has developed in North American (but not British) English. [huh-ras] While this newer pronunciation is sometimes criticized by older educated speakers, it has become the more common one in the U.S., especially among younger educated speakers, some of whom have only minimal familiarity with the older form.

Based on the Random House Dictionary, © Random House, Inc. 2010

What Is Harassment?

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint.

Policy Statement on Sexual Harassment

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment and prevents an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct.

It is important to note that sexual harassment crosses age and gender boundaries and can not be stereotyped. Among other perceived unconventional situations, sexual harassment may even involve two women or two men.

Sexual harassment may exist on a continuum of behavior. For instance, one example of sexual harassment may be that of an employee showing offensive pictures to another employee.

Sexual Harassment Defined

- ☞ The following review discusses, in depth, the specific issue of sexual harassment. A clear, detailed sexual harassment policy provides a solid foundation for an effective prevention program. This policy provides a clear definition of sexual harassment.
- ☞ Managers at all levels should receive periodic training on this policy, and on their roles in investigating and resolving sexual harassment complaints. To implement an effective program, you must enlist executive support for all of the program elements.



Generally, two categories of sexual harassment exist. The first, “quid pro quo,” (“Do something for me and I will do something for you.”) may be defined as an exchange of sexual favors for improvement in your working conditions and/or compensation. The second category, “hostile, intimidating, or offensive working environment,” can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment includes, but is not limited to, pictures, cartoons, symbols, or apparatus found to be offensive and which exist in the workspace of an employee. This behavior does not necessarily link improved working conditions in exchange for sexual favors. It is also against [Company]

policy to download inappropriate pictures or materials from computer systems.

Applicable state and federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, visual, verbal, or physical conduct of a sexual nature when:

- (1) submission to the conduct is made a term or condition of employment; or
- (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or
- (3) the conduct has the purpose or effect of unreasonably interfering with the Employee's work performance or creating an intimidating, hostile, or offensive working environment.

This definition includes many forms of offensive behavior. The following is a partial list:

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

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a manager, or harassment by or of persons doing business with or for [Company].

Other Types of Harassment



Prohibited harassment on the basis of race, color, national origin, ancestry, religion, physical or mental disability, marital status, medical condition, sexual preference, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- Retaliation for reporting harassment or threatening to report harassment.

Responsibility

All [Company] employees, and particularly managers, have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate [supervisor / manager / team leader / designated company representative] or the designated management representative with whom they feel comfortable. When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to

do so.

Liability for Harassment

Any employee, whether a coworker or manager, who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including discharge from employment. Any Employee, who engages in prohibited harassment, including any manager who knew about the harassment but took no action to stop it, may be held personally liable for monetary damages. Any manager who knew about harassment and took no action to stop it or failed to report the harassment to the [Manager Title] may also be subject to discipline up to and including discharge.

[Company] accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. [Company] may or may not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

Reporting Harassment



While [Company] encourages you to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so. It is essential, however, to notify your [HR Manager] immediately even if you are not sure the offending behavior is considered harassment. Any incidents of harassment must be immediately reported to a manager or other management representative. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. However, confidentiality cannot be guaranteed. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action up to and including termination. [Company] will also take any additional action necessary to appropriately remedy the situation.

Complaint Procedure

[Company] wants every individual to know that the following procedures exist to report any harassment. These procedures should be followed whenever an individual believes that he or she has been the subject of harassment or observes or has knowledge of a violation of the Company's policy on harassment. Particularly, anyone in a management position who observes or has knowledge of a violation of the Company's anti-harassment policy (whether or not a complaint has been filed) has an obligation to report the situation to the [Manager Title].

- Report the incident or conduct in question promptly to your manager. The complaint may be verbal or written. If you are uncomfortable discussing the matter with your manager you may report the incident or conduct to the [Manager Title], or to the <PERSONNEL CONTACT>.
- You should also feel free to report the incident or conduct even if in the past it was not reported, or if you have taken some time to decide to make the complaint.

If [Company] determines that prohibited harassment has occurred; the Company will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of prohibited harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. Confidentiality for all parties involved will be respected to the utmost extent possible. Company policy also prohibits retaliation against individuals who in good faith have filed complaints of harassment, even if insufficient evidence is found to support the complaint.

[Company] will investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action if sexual harassment has been found within the workplace.

Retaliation of any sort will not be permitted. [Company] prohibits any employee from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

External Agencies

In addition to [Company]’s policy regarding unlawful harassment in the workplace, the law provides that all employees have the right to file a charge or complaint with the Equal Opportunity Employment Commission (“EEOC”), the federal agency charged with the enforcement of federal laws protecting employees against unlawful discrimination.

🔊 The next two paragraphs are for CA employees only

🔊 You may want to leave these phone numbers out – why suggest an action when one may not be necessary?

California-based employees have the right to file with the California Department of Fair Employment and Housing (“DFEH”), the California state agency that protects employees against unlawful discrimination.

All employees are also protected against retaliation for opposing unlawful discriminatory practices or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by the EEOC or the DFEH. An employee can contact the EEOC at [1-800-669-4000] and the DFEH at [1-800-884-1684].



Prohibited Conduct

- 🔊 An employer's discipline policy and rules of conduct are critical because they establish performance standards for employees and guidelines for supervisors. Such a policy may form the basis for the prosecution or defense of a wrongful termination or discrimination lawsuits.
- 🔊 Please see the "Handbook of HR Policies & Procedures" for more information.

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with us, you have a responsibility to [Company] and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that she/he can fully depend upon fellow workers to follow the rules of conduct, our organization will be a better place to work for everyone.

Unacceptable Activities



Generally speaking, we expect each person to act in a mature and responsible way at all times. In addition to any violation of any company rule; any action that is detrimental to [Company]'s efforts to operate profitably or any other types of conduct may result in disciplinary action up to and including termination. If you have any questions concerning any work or safety rule, or any possibly unacceptable activities, please see your [Manager] for an explanation.

Listed below are some of the more obvious forms of improper conduct that will not be tolerated by [Company] in the workplace. This list is for the purpose of illustration only, is not all-inclusive, and in no way changes [Company] policy of at-will employment.

i Note that the following list of Unacceptable Activities does not include all types of conduct that can result in disciplinary action, up to and including termination. Nothing in this list alters the at-will nature of your employment; either you or [Company] may terminate the employment relationship with or without reason, and in the absence of any violation of these rules.

- Any act of unlawful harassment, sexual, racial or other; telling sexist or racist jokes; making racial or ethnic slurs.
- Approving purchase transactions for yourself or other family members. Filling your own order or invoicing or ringing-up your own order.
- Being intoxicated by (including, but not limited to alcohol) or under the influence of a controlled substance while at work. Use or possession of a controlled substance while at work, except medications prescribed by a physician which do not impair work performance.
- Borrowing from or coercing another employee to lend you any significant amount (>\$500) of money.

- Buying company products or materials for resale.
- Careless, sub-standard or unsatisfactory work, including failure to meet production or quality standards as explained to you by your [Manager].
- Carrying or possession of unauthorized firearms or other dangerous or illegal weapons or explosives on company premises at any time.
- Committing a fraudulent act or a breach of trust under any circumstances; alteration of company records or other company documents.
- Conducting a lottery or gambling on company premises.
- Creating or contributing to unsanitary conditions.
- Creating or participating in disruption of any kind during working hours. Participating in horse-play or practical jokes on Company time or premises. Provoking a fight or fighting during working hours or on Company property. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing [Company].
- Disclosure of confidential Company information without authorization.
- Dishonesty; falsification or misrepresentation on your application for employment or other work records, employment records or information or other Company records or other data requested by [Company]
- Engaging in an act of sabotage; negligently causing the destruction or damage of company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
- Engaging in any form of criminal conduct whether or not related to your job performance.
- Excessive use of company telephone for personal calls.
- Failure to immediately report damage to, or an accident involving, company equipment.
- Failure to notify a manager when unable to report to work.
- Failure to report an absence or late arrival.
- Failure to observe working schedules, including rest and lunch periods; excessive absence or lateness.
- Failure to provide a physician's certificate when requested or required to do so.
- Failure to use your timesheet; altering or falsifying your timesheet or attendance records or documents. Includes altering or punching another employee's timesheet or records or compelling someone else to alter or falsify your timesheet or records.
- Falsifying employment records or information or other Company records.
- Falsifying or lying about sick or personal leave; falsifying your reason for a leave of absence.
- Immoral conduct or indecency on company premises.
- Insubordination, including but not limited to, refusing to obey the delegation of duties or instructions appropriately issued by your manager, or member of management, pertaining to your work; refusal to help out on a special assignment.
- Interfering with another employee while working on the job; restricting work output or encouraging others to restrict work output.
- Leaving work before the end of a workday or not being ready to work at the start of a workday without the approval of your [Manager]; stopping work before the time specified for such purposes. Failure to obtain permission to leave work for any reason during working hours.
- Negligence or any careless action which endangers the life or safety of another person.
- Placing customer or employee names on solicitation lists of any kind.
- Posting, removing or altering notices on any bulletin board on company premises without the permission of your [Manager] or an officer of [Company].
- Removing or borrowing Company property without prior authorization.
- Unauthorized use of Company equipment, time, materials, or facilities.

- Sale or distribution of any controlled or illegal substance in any quantity while on company premises.
- Sleeping, loitering or malingering while on the job.
- Smoking in restricted areas or at non-designated times, as specified by department rules.
- Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on company premises.
- Speeding or careless driving of company vehicles.
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony;
- Theft, negligent damage or destruction of [Company] property or records, or property of any employee or customer.
- Theft or unauthorized removal from and/or possession of [Company] property (or the property of other employees), products or documents off the premises without prior permission from your [Manager] or senior management; unauthorized use of company equipment or property for personal reasons; using company equipment for personal profit.
- Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
- Unreported absence of [two (2)] consecutive scheduled workdays.
- Using abusive, obscene, or threatening language toward any [Company] customer, employee, manager, or vendor; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on company premises.
- Violating any [Company] health, safety, or security practices, policies, procedures, or rules; failure to wear required safety equipment; tampering with [Company] equipment or safety equipment.
- Violating the [Company] Non-Disclosure Agreement (NDA); disclosing or providing confidential or proprietary [Company] information to competitors or other organizations or to unauthorized [Company] employees; working for a competing organization while a [Company] employee; breach of confidentiality of any personnel information.

Weapons

[Company] believes it is important to establish a clear policy that addresses weapons in the workplace. Specifically, [Company] prohibits all persons who enter company property from carrying a handgun, firearm, knife, or other prohibited weapon of any kind regardless of whether the person is licensed to carry the weapon or not.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent by [Company] to carry a weapon on the property.

Any employee disregarding this policy will be subject to immediate termination.

Workplace Violence

- 🔊 Employers have an obligation to do everything that is reasonably necessary to protect the life, safety, and health of employees, including the furnishing of safety devices and safeguards, and the adoption of practices, means, methods, operations, and processes reasonably adequate to create a safe and healthful workplace.
- 🔊 All employers need to recognize that workplace violence is a growing nationwide problem which needs to be addressed. In fact, on March 30, 1994, the California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH) adopted revised guidelines for workplace security. These guidelines require that, as part of an Injury and Illness Prevention Program (IIPP), at-risk employers must adopt a strategy to prevent workplace violence. Employers have a general duty to “furnish to each employee, employment and a place of employment which is

free from recognized hazards that cause, or are likely to cause, death or serious harm to the employee” under federal and state OSHA regulations. Having a written workplace violence policy will outline your commitment to addressing this growing problem.

- ☞ On October 18, 1993, a nationwide survey released by the Northwestern National Life Insurance Company indicated that one (1) in four (4) workers was either attacked, harassed, or threatened over the year-long period ending in July 1993. The report projects that as many as 2.3 million workers were victims of physical attacks in the workplace over the same period. Another 6.3 million were threatened and 16.1 million were harassed.
- ☞ On January 7, 1995, at a Ford Motor Company plant in Plymouth Township, Michigan, a 43 year-old man killed himself after wounding his estranged wife and a co-worker and after fatally shooting the man he believed to be his wife’s boyfriend. In letters left to his family, he wrote that he had planned only to wound his wife, to leave her something she would remember him by. Before the shooting, Ford Motor had planned to reassign the wife to a different work area.
- ☞ On February 15, 1994, a Wendy’s Restaurant employee showed up to work at his regularly scheduled lunch shift in Tulsa, Oklahoma, and shot six (6) co-workers. The gunman had a romantic interest in one of the victims who apparently had rejected him.
- ☞ In July 1993, a disgruntled businessman went into a San Francisco hi-rise to a law firm where he murdered eight (8) people and wounded six (6) others. Blaming the law firm for his financial problems, he also killed himself as police moved in to subdue him.
- ☞ Simply put, these cases show that workplace violence can happen anywhere. No employer is immune from these conflicts and their devastating consequences.
- ☞ Please see the “Handbook of HR Policies & Procedures” for more information.

[Company] believes that the safety and security of all [Company] employees is paramount. Therefore, [Company] has adopted this policy prohibiting workplace violence. Therefore, any acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect [Company] or which occur on [Company] property will not be tolerated.

This policy applies to everyone involved in [Company] operations, including, but not limited to, [Company] employees, contract workers, temporary employees, and anyone else conducting [Company] business. Violations of this policy, by any individual, will lead to disciplinary action, up to and including termination and/or legal action as deemed appropriate by [Company] management.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at [Company], or to create a hostile, abusive, or intimidating work environment for any one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on [Company]’s premises, regardless of the relationship between [Company] and the parties involved.
- All threats or acts of violence occurring off [Company]’s premises involving someone who is acting in the capacity of a representative of [Company].

Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects [Company] legitimate business interests.
- Harassing or any kind of unauthorized surveillance or stalking (following or watching someone).
- Hitting, pushing, or shoving another person.
- Intentional destruction or threatening to destruct [Company]’s property.
- Making harassing or threatening phone calls.

- The intentional destruction or threat of destruction of [Company] property or another employee's property
- Threats or acts of physical harm or aggressive contact directed toward an individual or his/her family, friends, associates, or property.
- Unauthorized possession or inappropriate use of chemicals, explosives, firearms, materials, or weapons.
- Veiled threats of physical harm or similar intimidation

Outside Threats

Should you be threatened by a person outside of [Company], this policy also requires all individuals who apply for or obtain a protective or restraining order on the basis of threatened or actual violence, to provide a copy of the petition and declarations used to seek the protective or restraining order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order, which is made permanent, to the [HR Manager].

Every employee is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to your [Manager].

[Company] understands the sensitivity of information that may be reported to the firm according to this policy, which recognizes the privacy of the reporting employee(s) to every extent possible. Although the company cannot guarantee confidentiality, it will make reasonable efforts to keep this information confidential.

Important Note:

[Company] will make the sole determination of whether, and to what extent [Company] will proceed regarding acts of violence. In making this determination, [Company] may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at [Company].

Discipline Policy

🔊 For all states but Montana (regarding the “At-Will” part of your policies).

[Company] is an at-will employer. This means that [Company] may terminate any employee, at any time, for any or no reason, with or without prior warning or notice. Nevertheless, the company reserves the right to attempt to work with an employee in order to improve behavior or performance, rather than terminate the employee immediately. [Company] also reserves the right, in its sole discretion, to do any or all, or the following:

- Conduct an interim performance appraisal
- Demote the employee; and/or terminate the employee
- Suspend the employee for one day or more
- Work with an employee by counseling the employee about a problem

Standards of Conduct

[Company] employees are expected to maintain the highest standards of integrity and professionalism while carrying out their duties and responsibilities whenever they are representing the Company. This policy is not intended to impose upon the personal and private lives of employees, nor is it intended to prescribe a particular moral code of conduct. Good judgment is the basic requirement for adherence to this policy.

Open Door Policy

[Company] encourages you to speak freely with members of the management staff about your work-related concerns and problems. It is the responsibility of all employees to communicate openly to resolve work-related problems. Complaints and frustrations should be voiced in a timely, appropriate and constructive manner. Employees are encouraged to first discuss such problems with the person(s) involved. If resolution is not reached, the issue or problem should be discussed with your manager. If the manager cannot resolve the matter, generally the next step would be to bring it to the attention their manager. In addition, the [Manager] is always available for consultation and guidance.

Employees with information or concerns about impermissible harassment should consult the terms of the policy on Unlawful Harassment for applicable procedures.

Probation

Any inability to perform specific job duties, or failure to adhere to policies and procedures, outside the of the Introductory Period, mandates the establishment of an employee probationary period. All employees within a probationary period must be evaluated by both the supervising [Manager] and the [HR Manager]. The time frame for the probationary period will be calculated by the [Manager] and/or the [HR Manager] according to the employee’s job requirements. [Company] realizes that an employee’s desire to correct their performance is a key determinate as to their success during the probationary period.

Employees of [Company] who are placed on probation must first receive a written warning. The employee will be given a copy of the probationary documentation and a copy will be kept in his/her personnel file for the length of the probationary period. The probationary documentation will include: employee name, employee number, title, name of immediate supervisor, date of hire, beginning date of

probation, and terms of the probation including specific areas of improvement, and the performance review date. The final probationary documentation must specify the results of the probationary period; for example, if the results of the performance review met or exceeded expectations or employee termination.

 NOTE - Employees in the midst of a probationary period cannot receive salary benefits for absences due to illness. Employees will not be granted salary increments during the probationary period.

Disciplinary Actions

-  We recommend a non-punitive approach to discipline called Discipline Without Punishment, pioneered by John Huberman and first reported in the Harvard Business Review. This non-punitive approach to discipline is being used by a great many of America's best managed companies. Like conventional approaches, the discipline without punishment system provides a progressive series of steps to get employees to correct thorny problems of absenteeism, apathetic attitudes, and mediocre performance. But discipline without punishment rejects all traditional punitive approaches. Instead, this approach requires employees to take personal responsibility for their own behavior and make honest decisions about their own careers.
-  For further background on this form of discipline, see the article titled "Discipline Without Punishment" by Richard Grote, David N. Campbell, and R.L. Fleming in the "HR Procedures Guide" Guide.
-  Many organizations are coming to realize that the approach they use to handle disciplinary problems is no longer appropriate for today's workforce. Traditional methods of dealing with disciplinary infractions - warnings, threats, reprimands, unpaid disciplinary suspensions - are resisted by managers who dislike having to use punitive approaches to get employees to change their performance or behavior.
-  This policy is appropriate for absenteeism, tardiness, and other violations of company policies. However, it should not be used for cases of harassment. Please refer to the Harassment Policy for special guidelines. In addition, see the "Crisis Suspension Policy" later in this section regarding situations that require immediate suspension pending investigation.
-  Unique to discipline without punishment is the final disciplinary action or step before termination - the Decision-Making Leave. The employee is suspended for a day but receives her/his full pay while she/he is out. She/he is told that paying him for the day is the company's way of demonstrating that it is genuinely interested in seeing her/him correct the problem and return to being a fully acceptable performer. But she/he is also told that on the day that she/he is away she/he must make a decision – either to change, correct the problem completely and permanently, and remain with the organization, or quit.
-  The following policy covers most of the critical issues involved in implementing a non-punitive system. Since documenting disciplinary action is a delicate and sensitive area that must be performed properly if challenged in a court of law, we have provided you with several disciplinary forms and memos.
-  In most organizations, employees who are completing their Introductory Period are not eligible for this discipline system. If an employee's performance or conduct during an Introductory Period is such that you are considering holding a disciplinary conversation, the wiser course would probably be termination.
-  Please see the "HR Procedures Guide" for more information.

This Disciplinary Actions Policy applies to all regular employees who have completed the Introductory Period.

This policy pertains to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job may be dismissed, in certain cases, without resorting to the steps set forth in this policy.

Under normal circumstances, managers are expected to follow the procedure outlined below. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. Likewise, there may be times when the company may decide to repeat a disciplinary step.

Discipline Procedure

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

1. Oral Reminder
2. Written Warning
3. Decision-Making Paid Leave / Counseling Session
4. Termination

To insure that [Company] business is conducted properly and efficiently, you must conform to certain standards of attendance, conduct, work performance and other work rules and regulations. When a problem in these areas does arise, your manager will coach and counsel you in mutually developing an effective solution. If, however, you fail to respond to coaching or counseling, or an incident occurs requiring formal discipline, the following procedures are followed.

Step One: Oral Reminder

- ☞ The first step is the Oral Reminder. The focus here is on advising the employee that it is his/her responsibility to meet the company's expectations rather than on reprimanding the employee. The manager's goal during the conversation should be on gaining the employee's agreement to change rather than on warning the employee of what will happen if the situation does not change.
- ☞ All disciplinary action must be documented, but at the Oral Reminder stage the documentation can be fairly informal. Most organizations ask the manager to write a summary of the conversation with the employee and keep this informal memo in the confidential departmental working file, rather than making it a part of the employee's permanent personnel record. In this way, the manager can advise the employee that even though he/she is at the first formal level of disciplinary action, nothing will appear in the employee's file about the conversation unless they have to move to the next, more serious step.
- ☞ Most organizations will remove the written summary of the conversation from the confidential departmental file if the employee corrects the problem and no further breaches of discipline occur within a reasonable period.



Your [Manager] will meet with you to discuss the problem or violation, to make sure that you understand the nature of the problem or violation and the expected remedy. The purpose of this conversation is to remind you of exactly what the rule or performance expectation is and also to remind you that it is your responsibility to meet [Company]'s expectations.

You will be informed that the Oral Reminder is the first step of the discipline procedure. Your [Manager] will fully document the Oral Reminder, which will remain in effect for [three (3)] months. Documentation of the incident will remain in the confidential department file and will not be placed in your personnel record, unless another disciplinary event occurs.

Step Two: Written Warning

- ☞ At the second level, the Written Warning, it is appropriate for the manager to consult with his or her supervisor before taking the formal step. This allows the supervisor to ensure that disciplinary action is being handled consistently by all managers.

- ☞ The conversation between the manager and the employee at the Written Warning stage should be similar to that held at the Oral Reminder step of the process - serious, dignified, businesslike, and professional. Again, the manager's purpose is to remind the employee of the company's expectations and his/her responsibility for meeting these expectations. The most significant difference between the Oral Reminder and Written Warning steps is that at the end of the conversation, the manager advises the employee that she/he is now at the second formal level of disciplinary action and that after the meeting the manager will write a memo to the employee summarizing the discussion and the employee's agreement to change. A copy of the memo will be sent to the Human Resources department which is responsible for placing it in the employee's file. If your company does not have a Human Resources department it would be appropriate for the memo to be reviewed by the senior operating manager and then placed in the employee's file by the person who handles personnel transactions.



If your performance does not improve within the [three (3)] month period, or if you are again in violation of [Company] policies, practices, procedures, rules or standards of conduct, your [Manager] will discuss the problem with you, emphasizing the seriousness of the issue and the need for you to immediately remedy the problem. Your [Manager] will advise you that you are now at the second formal level of disciplinary action. After the meeting, your [Manager] will write a memo to you summarizing the discussion and your agreement to change. A copy of this memo to be included in your personnel file.

- ☞ Again, it is appropriate to indicate how long this disciplinary step will remain active.

The Written Warning will remain in effect for [three (3)] months.

Step Three: Decision-Making Leave / Counseling Session

- ☞ The final step of the Discipline Without Punishment system involves placing the employee on Decision-Making Leave - a paid one-day disciplinary suspension. Unlike traditional unpaid disciplinary suspensions, the purpose of the Decision Making Leave is not to punish the individual for his/her misbehavior but to convince the employee that he/she must now make a final decision either to correct the immediate problem and make a commitment to totally acceptable performance in every area of his/her job, or to quit and find more satisfying work elsewhere.
- ☞ Suspending the employee as a final disciplinary step has many advantages over using a final written warning or placing the employee on probation – It is a dramatic gesture that strongly communicates the seriousness of the situation, it provides time to think, it reinforces the authority of the manager, and most important, it has been consistently upheld by arbitrators and other third parties as sufficient notice to the individual that “your job is at risk.”
- ☞ Paying the employee for the day that s/he is away also has many powerful advantages over an unpaid suspension - it transforms anger into guilt; it reduces resentment; it communicates your company's commitment to dealing with all employees as mature, responsible adults, and it places the emphasis on personal responsibility and decision-making and not on punishment.
- ☞ When the employee returns on the day following the Decision-Making Leave, he/she does not immediately go back to work. Instead, he/she meets with his/her manager to advise him/her of the decision he/she has made – either to correct the problem and commit to acceptable performance in every area of the job, or to quit. The employee is advised that the company is pleased that the individual has decided to change and stay (few ever announce a decision to quit), but that if another problem requiring disciplinary action arises, the logical consequence is termination. After this brief meeting, the manager writes the employee a memo documenting the results of the meeting.
- ☞ Prior to placing an employee on Decision-Making Leave, the manager should consult with the next two higher levels of supervision and/or the Human Resources manager if possible.



If your performance has not improved and sustained within the [three (3)] month period following the Written Warning, or if you are again in violation of any [Company] policies, practices, procedures, rules or standards of conduct, you will be placed on a Decision-Making Leave. The

Decision-Making Leave is the third and final step of [Company]'s disciplinary process.

Decision-Making Leave is a paid, one- (1) day disciplinary suspension. Employees on Decision-Making Leave will spend the following day away from work deciding whether to commit to correcting the immediate problem and to conform to all of the Company's policies, practices, procedures, rules or standards of conduct, or to resign and terminate their employment with [Company].

If your decision following the Decision-Making Leave is to return to work and abide by [Company] practices, rules and standards of conduct, your [Manager] will write a letter to you explaining your commitment and the consequences of failing to meet this commitment. You will be required to sign the letter to acknowledge receipt. A copy will be placed in your personnel file.

You will be allowed to return to work with the understanding that if a positive change in behavior does not occur, or if another disciplinary problem occurs within the next [three (3)] months, you will be terminated.

If you are unwilling to make such a commitment, you may either resign or be terminated.

🔊 “Never carry someone longer than their mother did.” – Jay Shelov

Crisis Suspension

🔊 Whatever the company's formal discipline policy may be, it is important for managers to recognize that there is rarely a situation which justifies an employee's immediate termination. Whatever the offense, the appropriate action is to suspend the individual pending an investigation. Once the employee is off the premises, the manager and other members of management can investigate the situation calmly. Any time a crisis situation arises, the manager should advise the individual that he/she is being “suspended pending investigation” and that he/she is to leave the company premises immediately. In cases where it appears the individual may be intoxicated, transportation should be provided or arranged.

If you commit any of the actions listed below, or any other action not specified but similarly serious, you will be suspended without pay pending an investigation of the situation. Following the investigation you may be terminated without any previous disciplinary action having been taken.

- Breach of Confidentiality Agreement
- Failure to follow Safety Practices
- Falsification of [Company] Records
- Theft
- Threat of, or the act of, doing bodily harm
- Use and/or possession of intoxicants, drugs or narcotics
- Willful or negligent destruction of property

The provision of this Disciplinary Policy is not a guarantee of its use. [Company] reserves the right to terminate employment at any time, with or without reason. Additionally, [Company] reserves the right to prosecute any employee for any of the above infractions.

Separation of Employment

- 🔊 You may want to consider a couple of formulas that will help keep your employee management in line: "Revenue / Employee" and/or "Profit / Employee" – use these as yardsticks for your own discipline. How efficient is your use of people? Can you be more productive or must you let a few go?
- 🔊 See also the chapter in the "Manager's Procedures Guide" → "Terminate 10% of Your Employees Each Year"
- 🔊 Terminations include dismissals, eliminations of positions, RIFs, layoffs, staff reductions, retirements, or resignations.
- 🔊 Check with your attorney on your state and local laws and the effects of the terminology (for instance, "Pay in Lieu of Notice" versus "Severance Pay") used here - it may impact your employee's ability to apply for unemployment compensation.
- 🔊 Be sure your Vacation or Paid Time Off (PTO) Policy specifies how vacation time accrues and how you pay for accrued but unused time at termination of employment. In most states, accrued vacation or PTO must be paid out to employees upon termination. Consult your attorney regarding your state laws.
- 🔊 As an at-will employer, [Company] reserves the right to end the employment relationship at any time for any reason, with or without cause or notice.

[Company] operates under the principle of at-will employment. This means that neither you nor [Company] has entered into a contract regarding the duration of your employment. You are free to terminate your employment with [Company] at any time, with or without reason. Likewise, [Company] has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of [Company].

Resignation / Voluntary Termination

When an employee decides to leave for any reason, his/her [Manager] and the [HR Manager] would like the opportunity to discuss your resignation before final action is taken. [Company] often finds during this conversation that another alternative may be better.



If an employee has tendered notice, [Company] may elect to pay the employee's salary through the departure date communicated, but require that the day of notice become the employee's last day of work. This payment does not alter the terms of an employee's resignation. Vacation days or personal days may not be included in the

two-week notice period.

[Company] will only compensate employees for unused vacation when the employee works throughout the notice period, and is not terminated for misconduct or cause; otherwise, unused vacation will be forfeited.

Employees must understand, however, that circumstances may exist where [Company] may exercise its right to accept a resignation immediately and to accelerate the final date of employment. [Company] must therefore reserve the right to accept a resignation and recognize the termination date as any date it chooses between the date the resignation is submitted and the date designated by the employee as the last day of employment. Whether the date designated by the employee or a date selected by [Company] becomes the employee's last day of work, the employee's personnel records will normally reflect the fact

that the employee resigned voluntarily.

If, as sometimes happens, the employee's [Manager] wishes for the employee to leave prior to the end of the employee's two-weeks notice, the employee may be paid for the remainder of that period.

- ☞ Choose to include the policy below or eliminate it entirely. Be consistent with the same entry in the absence portion of the Employment Information section. See also the optional "Severance Policy" section below

The employer does not maintain a severance pay policy or pay-in-lieu-of-notice policy. Accordingly, if the employer accelerates the employee's last day of active work to a date prior to that designated by the employee in the employee's resignation notice, the employee will only receive compensation until and including the employee's last day of actual work. The employer does, of course, reserve the right to make exceptions to this policy and provide compensation in excess of that which it owes, as it determines appropriate in its sole and absolute discretion.

Failure to Report to Work

If you fail to report to work as scheduled and/or neglect to communicate absences for two (2) consecutive workdays, you will be considered to have voluntarily terminated your employment with the Company.

Resignation Notice

If you decide to leave your employment with [Company], we request that you give us at least two (2) weeks advance written notice, although we realize that you are not required to do so. Employees are encouraged to provide as much advance notice of their decision to resign as possible under the circumstances. Although employees have the same right as the employer to terminate the employment relationship at-will, at any time, [Company] would appreciate at least two weeks' notice of your intention to resign wherever it is possible to do so. This professional courtesy allows our managers to make arrangements to reassign your work without overburdening co-workers, and possibly to arrange for some training of new people.

Involuntary Terminations

While the decision to begin employment is consensual, the same may not always be true when the time comes to terminate an employment relationship. Sometimes a company cannot afford to keep all of its people employed and must lay-off a certain number. Please be assured that most managers hate letting their people go and will do everything in their power to keep them. Nevertheless, some people simply do not fit well within an organization, some will not comply with company policies, and others may be incapable of getting the job done sufficiently – it is the job of managers and executives to make difficult decisions in the best interests of the company's survival and growth. Please understand that it is the intention of [Company] that you are treated fairly and with dignity if your employment with us must be terminated.

- ☞ If you must fire someone, you must fire them. Have the courage to do what needs to be done. However, do everything you can to preserve the terminated employee's dignity – this is where most lawsuits are triggered! Enable your terminated people to "save face."
- ☞ Important Point: You may want to terminate a person during the week (best on a Monday) to enable them to contact you with questions, complaints etc. vs. firing them on a Friday and giving them an entire weekend to stew and build anger that may be difficult to manage later.

Reduction in Force

Reduction in Force (RIF) is an organizational or procedural change resulting in the downsizing of workload requirements and loss of related positions. While [Company] hopes to grow and provide continuing employment opportunities, business conditions, customer demand, and other factors are

unpredictable. Changes or downturns in any of these or other areas could create the need to restructure or reduce the number of people employed at [Company].

Selected work areas affected by a RIF will generally align with a lack of work, funds, customer demand and/or a contract reduction, or whenever it is economically advisable to reduce the number of regular, part-time and/or introductory employees. Using the RIF program has the same objective as other downsizing initiatives, allowing [Company] to minimize the impact on our people of downsizing.

Voluntary Reduction in Force (RIF)

Our first step is to seek the necessary staff reductions via volunteers. Voluntary Reduction in Force is where employees in selected task areas are allowed to volunteer to be laid off.

This enables employees to volunteer to be separated in lieu of another employee who is slated to be separated by a RIF involuntarily.

All employees, both exempt and non-exempt, are given consideration for participation if they are in an area where the workload is being reduced. Generally, employees occupying critical or hard-to-fill positions, or with critical knowledge or skills, will not be allowed to participate except with the approval of the [HR Manager].

This voluntary reduction in force facilitates an employee's transition to retirement or early termination, at will, and provides access to state financial assistance for the pursuit of other career opportunities, creates opportunities for [Company] restructuring, and assists [Company] in meeting its fiscal responsibilities.

Approval of a voluntary RIF termination means an employee will not be automatically disqualified when applying for unemployment compensation, as is usually the case when an employee voluntarily leaves employment. You must still meet the eligibility requirements of the Unemployment Compensation program in order to receive benefits.

To be eligible for the voluntary RIF termination program, an employee must, prior to leaving employment, have been offered an opportunity to participate in, or made a special request for, a voluntary RIF termination.

[Company] will provide fair and consistent treatment of all individuals involved in the process.

The [HR Manager] may approve a voluntary RIF termination under these conditions:

- Voluntary termination can be effected only during formal RIF – only in circumstances where official RIF notices will be issued.
- Voluntary termination eliminates the need to serve displacement notice to another current employee
- Voluntary termination creates a vacancy to be filled by an employee, from within the company, who has already received a RIF notice. (The employee must be fully qualified to fill the position.)
- Matches of termination volunteers with those affected by the formal RIF will be based on similarity of their positions
- When there are more volunteers than needed and all are equally good matches, [Company] will process voluntary RIF applicants in order of seniority.

The [HR Manager] should determine the best match for placement, considering qualifications for placement in the volunteer's position, the ability of the RIF-affected employee to do the work of the similar position, and cost effectiveness.

Placements resulting in a promotion must be approved by the [HR Manager].

After a RIF-affected employee has received notice of termination, [Company] will post a bulletin outlining procedures to make application for a voluntary RIF termination.

Separation volunteers will be issued RIF termination notices effective on the RIF effective date of the original displaced employee. The notice shall advise them of their entitlements under RIF.

RIF Volunteers must sign a statement that they realize the action is irrevocable once they have been issued a RIF termination notice. However, [Company] may cancel the action if necessary.

RIF volunteers will be treated as involuntary RIF terminations, with all entitlements.

Employee participation in the voluntary RIF termination program is subject to the sole discretion of [Company].

Severance

- ☞ Although severance pay is not required by law, we recommend that employers consider providing severance pay to cushion the adverse impact of a layoff and help ease the employee's transition. Two (2) weeks' severance is typical after one (1) year.
- ☞ Use caution when you decide on your severance policy – to avoid grounds for discrimination claims, decide on a severance policy that will apply in all cases (or choose never to pay severance). Don't "qualify" employees or leave it up to management's discretion.

Any Participant whose employment with the Company is terminated by the Company due to Job Elimination shall be eligible for Severance Pay hereunder provided the Participant has been employed by the Company for a minimum of 12 months and provided the Participant has returned a signed Release to the Committee within the time period requested by the Committee and has not revoked the Release within the time permitted under applicable state and federal laws.

The amount of Severance Pay for which a Participant is eligible hereunder shall be determined in accordance with his or her status as an executive or key employee and his or her length of service with the Company. Severance Pay under this Policy means base pay and any pro-rata earned incentive bonus under the Company's Incentive Compensation Plan.

A corporate senior vice president or track president shall be eligible for Severance Pay equal to three (3) weeks of base salary for each year of service with the Company. The minimum Severance Pay for a corporate senior vice president or track president shall be twelve (12) weeks of base pay and the maximum severance for a corporate senior vice president shall be twenty-six (26) weeks of base salary.

Severance Pay shall be paid to an eligible Participant pro rata by checks issued in accordance with the Company's regular payroll schedule, commencing with the pay period following the expiration of the 7-day revocation period following the signing of the release or the business day following the Participant's last day of employment, whichever is later.

Outplacement Services

- ☞ Typically offered when there is a layoff...

The Company shall provide standard outplacement services at the expense of the Company, but not to exceed in total an amount equal to [\$3,000], from an established outplacement firm selected by [Company]. In order to receive outplacement services, the employee must begin utilizing the services within 30 days of his or her date of termination.

Perquisites

The Participant's right to use a Company automobile and any automobile allowance that the Participant was receiving in accordance with the arrangement in effect at the time of termination of the Participant's employment will cease at the time of termination of the Participant's employment. Any reimbursement for fringe benefits such as dues and expenses related to club memberships and expenses for professional services will cease at the time of termination of the Participant's employment.

All Severance Pay and Severance Benefits shall be subject to federal, state and local tax deductions and withholding for the same.

Benefits Continuation / Termination

Benefits (Life, Medical & Dental) end on an employee's last day of employment, (or last day of the month in which the last day of employment falls).

Any accrued but unused [Vacation time / Paid Time Off] [will / will not] be paid out at the time of employment termination.

Insurance Conversion Privileges

- 🔊 Employees' health, medical and other insurance policies vary in conversion options beyond their termination. It is not necessary to offer "COBRA" rights under federal law unless you regularly employ twenty (20) or more people. However, some states require a group insurance extension, so we recommend that you check with your attorney on your state law regarding this topic.
- 🔊 Please use the COBRA Notice Form located in the HR Forms folder for employees who wish to continue their insurance coverage after termination of employment.

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of your termination of employment with [Company] or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense.

An employee, unless dismissed for misconduct, has the option to convert to individual life insurance, and/or to continue Medical/Dental Benefits, in accordance with the COBRA regulations. Employees may choose the continuation or waiver of comprehensive medical coverage and dental coverage under COBRA, if applicable. Specific information will be provided at the exit interview.

At your exit interview or upon termination, you will learn how you can continue your insurance coverage and any other benefits you currently have as an employee who is eligible for continuation. Please consult with your [Manager] or the [HR Manager] for additional details.

Exit Interview

- 🔊 An exit interview can provide significant insights as to why employees are leaving the company. Interview results can be used to establish patterns and track turnover information, such as dissatisfaction with compensation and management styles.
- 🔊 You can use the Exit Interview Form, the Employee Termination Form and the Exit Certification Form located in the HR Forms folder to help you complete the employment termination procedures. Also, please see the HR Procedures Guide for more information.

An exit interview will be conducted by your [Manager] and/or the [HR Manager] before leaving your employment with [Company]. Our managers are very interested in your reasons for leaving and would like to discuss any impressions that you may have about [Company]. During the exit interview, you can provide insights into areas for improvement that [Company] can make. Every attempt will be made to keep all information confidential.

[Company] will schedule an exit interview with each employee who leaves whenever possible. This interview allows employees to communicate their views on their work with the client company and the job requirements, operations, and training needs. It also provides the employee an opportunity to discuss issues concerning benefits and insurance. At the time of the interview, employees are expected to return all company-furnished uniforms, tools, and equipment, such as J.D. cards, keys,

and credit cards. Arrangements for clearing any outstanding debts with the company and to receive final pay also are to be made at this time.

Return of Company Property

Any [Company] property issued to you must be returned to [Company] on or before the last day of employment. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck, and you may be required to sign a wage deduction authorization form for this purpose.

Please arrange with your [Manager] or the [HR Manager] to return all [Company] property, including:

- Company manuals
- Customer directory
- Company credit card(s)
- Computer equipment
- Employee handbook
- Employment identification cards
- Keys
- Parking passes
- Picture identification cards
- Product samples
- Security Cards
- Vehicle(s)
- Any/all other company property on the day of termination and prior to receiving final pay.

You may not make copies of, or remove, any information that has been developed for the company and is company property, including databases, contacts, sales proposals, etc. unless given specific permission to do so by the [HR Manager].

Final Paycheck

- 🔊 Check your state laws regarding timeframes on the issuance of final paychecks.
- 🔊 Example, in the State of California, involuntarily terminated employees should be given their final paycheck the day they are terminated. An employee who has given notice should also have their final paycheck prepared and ready for them on the last day of employment vs. the employer having a 72 hour window to present the final paycheck to an employee who quits without giving notice.
- 🔊 Check individual state laws on payment of final wages to assure compliance, and to avoid any penalties and fines.
- 🔊 Example, in California, accrued vacation time is compensable and should be reflected in an employee's final paycheck.

Your final paycheck will be provided to you either in person on the date of separation or by mail depending on the circumstances regarding the separation of your employment with [Company].

If you owe any money to the company, you will be asked to make arrangements for repayment at that time.

Other Disbursements

In order to receive a disbursement of any amounts due from a Retirement Plan, employees are required to complete and sign a distribution form and submit it to the [HR Manager]. Specific information will be provided at the exit interview.

Former Employees

Depending on the circumstances, [Company] may consider a former employee for re-employment. Such applicants are subject to [Company]'s usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with [Company].

Reinstatement of Benefits (See Bridge of Service under Employee Information)

If you were an employee of [Company] with at least [six (6) twelve (12)] months of continuous employment, and were rehired within [six (6) twelve (12)] months of your termination date, you will be eligible to continue your benefits at the level you enjoyed at the time of your termination of previous employment with [Company].

Post-Employment Inquiries

- 🔊 The employee's right to privacy extends beyond the time of employment. Employers should exercise great care in providing references. We recommend adopting a "verification only" policy whereby employers offer no information regarding current or former employees. Rather, employers may verify the accuracy or inaccuracy of information provided by a third party regarding an employee's position and dates of employment.
- 🔊 In addition we recommend you release compensation information only after receipt of a signed release form from the current or former employee. Please refer to the Previous Employment Verification and Exit Reference Release form in the HR Forms folder when conducting post-employment inquiries.

[Company] does not respond to oral requests for employee references. In the event your employment with [Company] is terminated, either voluntarily or involuntarily, your [Manager] may be able to provide a reference to potential new employers only if you have completed and signed a "Exit Reference Release" form.

As an employee of [Company], you are not to respond to any requests for information regarding another employee under any circumstances (unless it is part of your assigned job responsibilities.) Please forward any information requests to your [Manager] or the [HR Manager].