

# **EMPLOYEE HANDBOOK**

**Gipe Auto Color, Inc.**

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## INTRODUCTION

### WELCOME TO \*\*\*!

We're very happy to welcome you to our company. Thank you for joining us! We want you to feel that your association with the company will be a mutually beneficial and pleasant one.

You have joined an organization that has established an outstanding reputation for quality products and services since 1931. Credit for this goes to every one of our employees. We hope you too, will find satisfaction and take pride in your work here.

### HANDBOOK PURPOSE

This Employee Handbook is presented as a matter of information and has been prepared to inform you about the Company's philosophy, employment practices, policies, the benefits provided to you as a valued employee, as well as the conduct expected from you. While this handbook is not intended to be a book of rules and regulations, it does include some important guidelines about which you should know. Except for the at-will employment provisions, the Handbook can be amended at any time.

This Employee Handbook will not answer every question you may have, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help you feel comfortable with us. We depend on you – your success is our success. Please don't hesitate to ask questions. Your manager will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find the Company a good place to work.

No one other than authorized management may alter or modify any of the policies in this Employee Handbook. No statement or promise by a supervisor, manager, or department head is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Employee Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

We ask that you read this guide carefully, become familiar with the Company and our policies, and refer to it whenever questions arise.

## **EMPLOYMENT**

### **EQUAL EMPLOYMENT**

It is the established policy of \*\*\* Inc. (the “Company”), to provide equal employment opportunities to all qualified persons and to administer all aspects and conditions of employment without regard to race, religion, color, sex, gender, sexual orientation, pregnancy, age, national origin, ancestry, physical or mental disability, medical condition, marital status, ethnicity, alienage or any other protected classification, in accordance with applicable federal, state, and local laws.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence, and termination.

### **BACKGROUND CHECKS**

Prior to making an offer of employment, the Company may conduct a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, and / or criminal record and credit checks. Third-party services may be hired to perform these checks.

### **AT-WILL NOTICE**

The contents of the Employee Handbook are presented as a matter of information. While this Handbook is not intended to be a book of rules and regulations it does include some important guidelines, which you should know. Except for the at-will employment provisions, the Handbook can be amended at any time. The Handbook, the plans, policies, and procedures described herein and the language used herein, are not intended to create, or is it to be construed to constitute, a contract between the Company and any or all of its employees. Likewise, neither is this Employee Handbook, the plans, policies and procedures described herein, nor the language used herein, intended to be or is, a guarantee or promise of employment or continuing employment.

You are not hired for any definite or specified period of time even though your wages are paid regularly. You are an at-will employee of the Company and your employment can be terminated at any time, with or without cause and with or without prior notice. Company policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by you and an Officer of the Company. There have been no implied or verbal agreements or promises to you that you will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this Handbook or any other Company document or written or verbal statement or policy.

### **ANNIVERSARY DATE**

The employee’s date of hire is his or her official employment anniversary date.

### **IMMIGRATION LAW COMPLIANCE**

All individuals hired by the Company will be required to establish and certify their

identity and right to work in the United States. Each individual employed by the Company will be required to produce, within three (3) days, proof of his/her identity and eligibility to work in the United States. Each individual hired by the Company will be required to certify on the appropriate Form I-9 his / her identity and right to work in the United States.

## **INTRODUCTORY PERIOD**

Your first ninety (90) days of employment at the Company are considered an introductory period. This introductory 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 the Company's products and services. Your manager will work closely with you to help you understand the needs and processes of your job.

This introductory period is a try-out time for both you, as an employee, and the Company, as an employer. During this introductory period, the Company will evaluate your suitability for employment, and you can evaluate the Company as well. At any time during this first ninety days, you may resign. If, during this period, your work habits, attitude, attendance, performance, or other relevant factors do not measure up to our standards, we may release you.

Please understand that completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Please also understand that completion of the introductory period does not imply that you now have a contract of employment with the Company, other than at-will. Completion of the introductory period does not alter the at-will employment relationship.

A former employee who has been rehired after a separation from the Company of more than one year is considered an introductory employee during their first 90 days following rehire.

## **EMPLOYMENT CLASSIFICATIONS**

The Company has established the following Employee Classifications for compensation and benefit purposes only. Management will inform you of your classification, status, and responsibilities at the time of hire, rehire, promotion, or at any time a change in status occurs. These classifications do not alter your at-will employment status.

- **Regular Full-Time Employee:** An employee who is scheduled to work no less than 100% of the scheduled work hours in a work week on a fixed work schedule (not less than 40 hours). The employee may be exempt or non-exempt and is eligible for all employment benefits offered by the Company.
- **Regular Part-Time Employee:** An employee who is scheduled to work less than 40 hours in a workweek. Regular part-time employees working at least 30 hours per week are eligible for vacation, sick, and holiday pay on a pro-rated basis. They are ineligible for any other benefits.
- **Temporary Employee:** An employee who is scheduled to work on a specific need of the Company. The employee will not receive any benefits unless specifically authorized in writing. The employee is non-exempt and is compensated on an hourly basis.
- **Exempt:** Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay or

compensatory time off requirements. The basic premise of exempt status is that the exempt employee is to work the hours required to meet his/her work responsibilities. This includes managers and assistant managers as well as designated corporate office personnel.

- Non-exempt: Employees whose positions do not meet FLSA and state exemption tests and who are paid a multiple of their regular rate of pay for overtime hours worked.
- Independent Contractors: The Company may employ individuals or business entities on an independent contractor basis. If so hired, the individual or business entity will be required to enter into a written contract with the Company. The independent contractor is separately responsible for taxes, disability insurance, workers' compensation and general liability insurance.

## **PERSONNEL RECORDS**

The Company will maintain various employment files while you remain an employee of the Company. Examples of these files are: Your personnel file, your attendance file, your I-9 file and files for medical purposes. If you should have any changes with respect to personal information, such as a change in your home address and telephone number or a change of name, you are required to notify your supervisor so the appropriate changes can be made in your files.

Your files have restricted access. You and management, or its designated agents, may have access. In the event that you wish to review your personnel file, you must do so in the presence of management or designee. You may review your personnel file by making a written request to management. The written request will become a permanent part of your file.

## **EMPLOYEE REFERENCES**

The company makes strict provision regarding information provided to people outside the Company for current and former employees. This information is restricted to the employment dates and positions held in the Company for that person. This is done to protect the Company and its employees. This information will only be released by authorized management.

## **JOB VACANCIES**

It is the policy of the Company to promote qualified individuals from within rather than to select persons from outside the organization to fill vacancies in established positions or to fill newly created positions.

## **TRANSFERS**

Management reserves its right to place you where and in whatever jobs it deems necessary. All job transfers, job changes, reassignments, promotions or lateral transfers are at the discretion of the Company.

## **EMPLOYMENT OF RELATIVES**

The Company does not have a general prohibition against hiring relatives. However, a few restrictions have been established to help prevent problems of safety, security, supervision and morale.

While we will accept and consider applications for employment from relatives, close family members such as parents, grandparents, children, spouses, brothers and sisters, or in-laws, generally may not be hired into positions where they have access to sensitive information regarding a close family member, or if there is an actual or apparent conflict of interest.

#### **SENIORITY**

Seniority is your length of continuous service commencing on the date of hire at the Company. Should you leave the Company's employ and subsequently be rehired, seniority will begin as a new employee on the date of rehire. Seniority does not accrue during leaves of absence without pay or leaves of absence that exceed thirty (30) calendar days, except for paid vacations.

## CONDUCT AND BEHAVIOR

### GENERAL GUIDELINES

Orderly and efficient operation of the Company requires that employees maintain proper standards of conduct and observe certain procedures. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing herein is intended or shall be construed to change or replace, in any manner, the "at-will" employment relationship between the Company and you. The Company views the following as inappropriate behavior:

- (1) Negligence, carelessness or inconsiderate treatment of Company clients and / or their matters / files.
- (2) Theft, misappropriation, or unauthorized possession or use of property, documents, records or funds belonging to the Company, or any client or employee; removal of same from Company premises without authorization.
- (3) Divulging confidential information, of any kind, to any unauthorized person(s) or without an official need to know.
- (4) Obtaining unauthorized confidential information pertaining to clients or employees.
- (5) Changing or falsifying client records, Company records, personnel or pay records, including time sheets without authorization.
- (6) Willfully or carelessly damaging, defacing or mishandling property of a client, the Company or other employees.
- (7) Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information or to obtain a position. Acceptance of any gratuities or gifts must be reported to Management.
- (8) Entering Company premises without authorization.
- (9) Willfully or carelessly violating security, safety, or fire prevention equipment or regulations.
- (10) Unauthorized use of a personal vehicle for Company business or unauthorized use of a company vehicle for personal business.
- (11) Rude, discourteous, or unbusiness-like behavior; creating a disturbance on Company premises or creating discord with clients or fellow employees; use of abusive language.
- (12) Insubordination or refusing to follow instructions of the immediate supervisor or management; refusal or unwillingness to accept a job assignment or to perform job requirements.
- (13) Failure to observe scheduled work hours, failure to contact supervisor in the event of illness or any absence within thirty (30) minutes of the scheduled start of work; failure to report to work when scheduled; unauthorized or excessive use of sick leave or any other leave of absence.
- (14) Leaving the office during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- (15) Sleeping or loitering during regular working hours.
- (16) Recording time for another employee or having time recorded to or by another employee.
- (17) Use or possession of intoxicating beverages or illegal use or possession of narcotics or drugs, on Company premises during working hours or reporting to work under the influence of intoxicants or drugs so as to interfere with job performance.
- (18) Unauthorized possession of a weapon on Company premises.
- (19) Gambling on Company premises.

- (20) Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on Company property. These activities are closely controlled in order to prevent disruption of Company services and to avoid unauthorized implication of Company sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of the Company business, is lawful, in good taste, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices. Any person who is not an employee of the Company is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on Company property at all times.
- (21) Falsification of one's employment application, medical or employment history.
- (22) Unlawful or unbusiness-like conduct, on or off Company premises, which adversely affects the Company services, property, reputation or goodwill in the community, or interferes with work.

## **ANTI-HARASSMENT**

The Company affirms its commitment to provide a work environment free from intimidation and harassment. Abuse of the dignity of anyone through ethnic, racist or sexist slurs or through other derogatory or objectionable conduct is offensive employee behavior. If you harass another employee of the Company or applicant to the Company because of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or any other protected classification, in accordance with applicable federal, state, and local laws, you will be subject to disciplinary action, including discharge. Likewise, if you feel you have been the object of harassment or intimidation based upon the aforementioned, you are to advise your supervisor, follow the normal open-door policy or, in the event of sexual harassment, institute the procedure indicated below.

## **CORRECTIVE ACTION**

A high level of job performance is expected of you. In the event that your job performance does not meet the standards established for your position, you should seek assistance from your supervisor to attain an acceptable level of performance. If you fail to respond to or fail to make positive efforts toward improvement, corrective action may ensue, including termination of employment.

It is the policy of the Company to regard discipline as an instrument for developing total job performance rather than as punishment. Corrective action is one tool the Company may select to enhance job performance. The Company is not required to take any disciplinary action before making an adverse employment decision, including discharge. Corrective action may be in the form of a written or oral reprimand, notice(s) of inadequate job performance, suspension, discharge or in any combination of the above, if the Company so elects. The Company reserves its prerogative to discipline, and the manner and form of discipline, at its sole discretion.

If you violate established Company procedures, guidelines, or exhibit behavior that violates commonly accepted standards of honesty and integrity or creates an appearance of impropriety, the Company may elect to administer disciplinary action.

## **COMPENSATION**

### **PAY PERIODS**

The standard workweek for the Company will begin at 12:01 a.m. Sunday and end at midnight the following Saturday.

The designated pay period for all employees is bi-weekly. Generally, the first pay period extends from the first day of the month through the fifteenth day of the month.

Paychecks are direct deposited on a bi-weekly basis on alternating Friday's.

### **PAY ADJUSTMENTS**

All pay increases are based upon merit and market factors. There may not be an automatic annual cost of living or salary adjustment to reflect current economic conditions.

Your pay also may be adjusted downward. Salary decreases may take place when there is: job restructuring, job duty changes, job transfers, or adverse business economic conditions.

### **OVERTIME**

The Company complies with all applicable federal and state with regard to payment of overtime work.

Employees are required to work overtime when assigned. Any overtime you work must be authorized by management, in advance. Working unauthorized overtime or refusal or unavailability to work overtime is not acceptable work performance, subject to discipline including but not limited to termination.

### **PROMOTIONS**

The Company is most interested in providing maximum opportunity for your advancement within the Company if advancement opportunities are available. Accordingly, present employees of the Company may be considered for promotions and may be preferred for promotion before any new employees are hired to fill vacancies that may arise. Of course the Company retains sole discretion to determine the factors to be applied in any promotion decision, and the relative weight of the factors.

### **DEMOTION**

Demotion is a reduction in responsibility usually accompanied by a reduction in salary. If and when a demotion occurs, you may maintain your seniority with the Company.

### **WORK ASSIGNMENTS**

In addition to specific duties that may accompany an individual's job responsibilities, each job also includes "and other assigned duties." From time to time, you may be required to perform duties or tasks of a fellow employee who is absent or for a position that is temporarily vacant. You will be compensated at your regular rate of pay while performing other assigned

duties on a temporary basis.

## BENEFITS

### HOLIDAYS

All employees are entitled to the following six paid holidays observed by the Company:

New Year's Day . . . . .	January 1 <sup>st</sup>
Memorial Day . . . . .	Last Monday in May
Independence Day . . . . .	July 4th
Labor Day . . . . .	First Monday in September
Thanksgiving . . . . .	Fourth Thursday in November
Christmas . . . . .	December 25 <sup>th</sup>

No holiday pay will be paid to an employee who is on an unpaid status, on any leave or absent due to workers' compensation. Part time employees will be paid for their normal work day hours.

### VACATION

All full-time regular employees and part-time employees generally working at least thirty hours per week will accrue paid vacations according to the following schedule. Employees normally working less than full time will have their vacation accrual prorated to reflect the percentage of the full week that is worked.

Employment Years	Vacation Earned
Years One through Ten	Ten days
Years Eleven through Nineteen	Twelve days
Years Twenty and Above	Fifteen days

Vacation begins to accrue at the commencement of employment and accrues on a monthly basis. All vacation eligibility is determined on January 1<sup>st</sup> each year. For new employees accrual is 4 hours per month from date of hire until the following January 1<sup>st</sup> eligibility date on which they have at least 12 months of service.

Vacations provide a break beneficial to both the Company and the employee. Therefore employees are encouraged to take vacations annually.

Employees are not paid wages in lieu of unused vacation time.

Scheduled Time Off: All scheduled time off requests must be submitted to your supervisor in writing on a vacation request form **no later than February 10th. No scheduled time off requests will be approved if received after October 1st.**

All requests submitted will be awarded by seniority. If there is a tie in seniority for a given date period the earliest submitted request will be given priority.

Any scheduled time off request submitted after February 10th must be submitted at least two weeks before the beginning day of the request period. These requests will be awarded solely at the discretion of the company.

There must be a minimum of sixty calendar days between periods of scheduled time off that exceed three days and there can be no more than two scheduled time off periods in any thirty day period.

**Each scheduled time off period must be in one Monday through Friday week.** (example: you may not schedule a Friday and the following Monday)

Five day requests take precedence ahead of less than five day requests irregardless of seniority unless the five day request is made after February 10th. Date of submission will determine which request is awarded in that instance.

There is a five day maximum scheduled time off for any given thirty day period.

If you are scheduled to work a Saturday at either end of a scheduled time off period you may request to exchange Saturday work time with another employee. That request must be submitted in writing to Larry McDaniel. **You must pay back the Saturday exchange immediately.**

### **Sick and Emergency Leave Days**

All full time employees are eligible for sick and emergency leave days that meet the criteria based on the following:

For full time employees with less than one year of service, sick and emergency leave days are accrued at the rate of four hours per month not to exceed a total of forty hours for the initial twelve months employment.

All full time employees with one to two years of service are eligible for five sick and emergency leave days.

All full time employees with three to five years of service are eligible for seven sick and emergency leave days.

All full time employees with six to ten years of service are eligible for ten sick and emergency leave days.

All full time employees with eleven years or more service are eligible for twelve sick and emergency leave days.

### **Sick and Emergency Leave Day Criteria:**

Death in immediate family: Members of the immediate family are defined as Father, Mother, spouse, child, grandchild, sister, brother, grandmother, grandfather, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

To be eligible for paid sick leave, you must provide proper notification of absence as discussed under the Attendance/Tardiness policy. You must give this notification for each day you are absent. You may be required to submit, in writing, the reason or reasons for your continued sick leave, the estimated date of return and whether any supplemental income

payments are being received or whether application for them is pending. The Company may also require, at any time, written verification from your physician.

If your absence extends beyond your period of accrued sick leave, you may submit a request for a leave of absence. Before your return to work, a written statement from your physician may be required stating your ability to return to your regular duties.

## **FAMILY MEDICAL LEAVE**

The federal Family & Medical Leave Act of 1993 (FMLA) as amended in 2008 requires employers with 50 or more employees to provide eligible employees with unpaid leave. The following provides a general overview of two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy. (Note: Employees with any further questions about their eligibility for FMLA leave should contact [Office Manager / HR Representative / President] for more information.)

Employees are eligible for FMLA leave if they:

1. Have worked for the company for at least 12 months in the last 7 years;
2. Have worked at least 1,250 hours for the company during the 12 calendar months immediately preceding the request for leave; and
3. Are employed at a work site that has 50 or more employees within a 75-mile radius.

Basic FMLA Leave. Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

Military Family Leave. There are two types of Military Family Leave available:

1. *Qualifying exigency leave.* Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:
  - o Short-notice deployment (up to 7 days of leave)
  - o Attending certain military events
  - o Arranging for alternative childcare
  - o Addressing certain financial and legal arrangements
  - o Periods of rest and recuperation for the servicemember (up to 5 days of leave)

- Attending certain counseling sessions
  - Attending post-deployment activities (available for up to 90 days after the termination of the covered servicemember's active duty status)
  - Other activities arising out of the servicemember's active duty or call to active duty and agreed upon by the company and the employee
2. *Leave to care for a covered servicemember.* There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

After the leave, the employee must be restored to the same or essentially-same position held before the leave. Health care benefits will be maintained during the leave.

#### **TEMPORARY DISABILITY LEAVE**

The Company recognizes that a temporary disability may preclude your attendance at work. In such cases, the Company does not have a predetermined specified period of time in which this unpaid leave is granted. Rather, the Company will attempt to reasonably accommodate your needs as well as the needs of the Company. If a leave is granted, any extensions will be subject to the same considerations.

Your request for a temporary disability leave must be in writing. That request should be accompanied by a doctor's statement identifying the temporary disability, the date and the estimated date of return and, where appropriate, diagnosis and prognosis. At any time during a temporary leave, Management may request that you furnish a written statement(s) of your health. Prior to returning to employment with the Company, you will be required to submit written medical certification of your ability to work, including any restrictions. Upon your return to work, if you qualify, you will be reinstated to your former position or one that is substantially the same, depending upon the availability of any position at that time.

The Company observes and complies with all federal and state medical leave regulations that pertain to our employees. This includes the federal Family Medical Leave Act and any state FMLA provisions that might apply.

Any unused accrued sick leave shall be used prior to the effective date of the temporary disability leave except for pregnancy disability leave. You may request payment of any vested, but unused paid vacation time prior to the effective date of the temporary disability leave.

#### **MEDICAL INSURANCE**

All full-time regular employees are entitled to benefits under the Company's paid medical and life insurance plans, as may be in effect from time to time. The Company reserves the right to change or terminate medical plans or other benefits at any time.

New full-time employees joining the Company will be eligible for coverage thirty (30) days from the date of employment. New employees, with the permission of the Company, may elect not to be covered, provided the percentage of employees not covered is within the plan.

## **CONTINUATION OF BENEFITS**

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 18 months after either voluntary or involuntary termination, if the employer has 20 or more employees.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

### Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

### Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

### Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

## **MILITARY LEAVE**

If you are on an extended military leave of absence, you are entitled to be restored to your previously held position or similar position, if available, without loss of any rights, privileges or benefits provided you meet the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. A letter from your commanding officer is required to establish the dates of duty.

## **JURY SERVICE LEAVE**

If you are summoned to report for jury duty, you will be granted a leave of absence without pay when you notify and submit a copy of the original summons for jury duty to your supervisor. The Company reserves the right to request that you seek to be excused from or request postponement of jury service if the absence from work would create a hardship to the

Company.

Any fees received for jury duty, including travel fees, are to be retained by you. You are to report to work on any day, or portion thereof, that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service shall be certified by the Court and filed with the Company no later than Wednesday of the following week.

#### **PERSONAL LEAVE OF ABSENCE**

Once you have been employed as a full-time regular employee of the Company for more than one (1) year, you may request a personal leave of absence without pay. You must submit your request in writing and state the date the leave is to begin, the date of return to work and the reasons for the leave. You will receive either written approval or denial of the request. If approved, you must use your leave of absence for the approved reason or purpose. Sick leave, vacation time and seniority and other benefits are not earned during an unpaid leave of absence. Any paid holidays that fall within the leave of absence are not paid. If you fail to return to work on the scheduled date of return, you will be considered to have abandoned your position and voluntarily terminated your employment.

## **HEALTH, SAFETY, AND SECURITY**

### **NON-SMOKING**

Smoking is not permitted in any company buildings, facilities, work sites, or vehicles.

### **DRUG AND ALCOHOL**

The Company is dedicated to providing employees with a workplace that is free of drugs and alcohol. The Company discourages drug and alcohol abuse by its employees. The Company has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at the Company. Employees who are under the influence of a drug or alcohol on the job compromise Company interests, endanger the employees own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in our products, and disruption of customer relations. Any identified usage of drugs or alcohol, or being under the influence of same during working hours will be grounds for discipline up to and including termination.

For the safety of our employees and clients the Company reserves the right to test any employee for the use of illegal drugs or alcohol. This may be done in cases where the employee's job carries a risk of injury or accident due to such use, or there is an apparent inability to perform the requirements required of that position. Specific jobs may, at the Company's discretion, require regular drug testing. Such a test may be conducted after an accident or with probable cause of impairment while on the job. Under those circumstances the employee may be driven to a certified lab, at the Company's expense, for the drug test.

Any employee found to use, sell, possess or distribute any illegal or unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on the Company premises, performing Company-related duties, or while operating any Company equipment, is subject to disciplinary action, up to and including termination of employment. Any suspected illegal drug confiscated will be turned over to the appropriate law enforcement agency.

Any employee taking medication should consult a medical professional to determine whether the drug may affect his or her personal safety or ability to perform the essential functions of the job and should advise his or her supervisor of any job limitations. Upon notification of job limitations, the Company will make reasonable efforts to accommodate the limitation.

The moderate use of alcohol at Company approved meetings, with business meals, travel, entertainment, or in an appropriate social setting, is not prohibited by this policy.

To the extent any federal, state or local law, rule or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary and only for that geographical area, this policy is deemed to be amended to be in compliance.

## **SAFETY**

In the event you become injured or witness an injury during your work hours, you are to report it immediately to the nearest available management personnel. You are to render any assistance requested by your management. Any questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials. You should report all nonfunctioning hazardous office equipment to your immediate supervisor.

## **WORKERS' COMPENSATION**

The Company provides insurance for all work-related injuries or illness. The name of the Company's workers' compensation insurance carrier and other pertinent information is posted. The carrier governs all insurance benefits provided by the Company. These contracts shall not be limited, expanded or modified by any statements of Company personnel or Company documents. Any discrepancies shall be determined by reference to the insuring contracts.

## **SECURITY**

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or Company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on Company premises will be subject to disciplinary action up to and including termination.

## **WORKPLACE GUIDELINES**

### **MEAL PERIODS**

You are entitled to take a non-compensated meal period each workday of one (1) hour. Your one-hour meal period should be completed between the hours of 11:00 a.m. and 2:00 p.m. The Office Administrator must approve any variation in the normal schedule in advance.

### **ATTENDANCE / TARDINESS**

Your attendance is a major concern of the Company. Unsatisfactory attendance, including tardiness and leaving work early, is unacceptable performance.

If you are ill, injured or an unexpected emergency arises which prevents you from coming to work, you must notify your supervisor no later than thirty (30) minutes after the start of your scheduled work day. If your supervisor is not available, you should contact a member of management. If you are physically unable to contact the Company, you should direct another person to make the contact on your behalf. Leaving a message with a fellow staff employee or with the answering service is not considered proper notification.

When you call in absent, you are to advise the Company of your expected date of return. Management reserves the right to require proof of illness, injury or accident, including a doctor's statement(s) or notice(s), for any temporary disability.

Repeated absences, excessive absences (excused or unexcused) or a pattern of absences are unacceptable job performance. If you are absent for three (3) consecutive days and have not provided proper notification, the Company will assume that you have abandoned your position and you may be treated as having voluntarily terminated your employment with the Company.

If you become ill at work, notify your supervisor immediately. If you are unable to perform your job task, you will be either sent to a doctor or your home. You will be paid only for time actually worked and may receive paid sick time if eligible.

You shall be at your workstation, prepared to begin work at the start of your scheduled work time or resumption of your work duties. If you are not, you will be considered tardy. Excessive tardiness, whether excused or unexcused, constitute unacceptable work performance. The Company does not categorize tardiness as excused or unexcused. If you are tardy, your wages will be reduced by the amount of time you are tardy, calculated in whole minutes according to the Company's clock. You may not work extended hours to make up for time lost due to tardiness.

All absences are to be arranged for as far in advance as possible. This includes vacations and time off for other reasons. If a doctor or dental appointment must be scheduled during the workday, it should be scheduled as early in the morning or as late in the afternoon as possible.

Employees who use all of their allotted sick time for the year may not make up the time (including doctor's appointments). Vacation time pay may not be used for sick leave unless pre-

authorized (such as for surgery, etc.).

## **PERSONAL APPEARANCE**

The Company is a professional business based on the trust and goodwill it engenders from its clients. In addition to providing excellent services, clients only do business with the Company if they are also treated with courtesy, patience and appropriate deference. You are to treat all clients with the utmost courtesy.

Since clients tend to think in terms of the individual employees with whom they come in contact with at the Company, the way you perform your job and treat the individual client will determine, in part, the client's satisfaction with the Company. A good employee will approach his / her job duties and responsibilities with a positive attitude and respect. A neat personal appearance and good grooming habits reflect respect for yourself and your workplace.

Expensive clothing is not necessary for a well-groomed appearance. You are to wear clothing appropriate for a professional business office. If you have any questions, you should contact your supervisor for counseling.

## **CONFIDENTIALITY**

The rule of thumb to remember is that all information gathered by, retained or generated by the Company is confidential. There shall be no disclosure of any confidential information to anyone outside the Company without the appropriate authorization.

It is your duty and responsibility to safeguard all confidential information. This includes the dissemination of information by any available means, including but not limited to telephone, fax and e-mail. When any inquiry is made regarding an employee or any former employee, the inquiry must be forwarded to your supervisor without comment on your part. When any inquiry is made regarding any client, the inquiry must be forwarded to management.

Confidential information shall be disclosed and/or discussed only on a "need to know" basis. Conversation of a confidential nature must never be held within earshot of the public or clients.

## **BUSINESS GIFTS**

We want at all times to avoid the appearance of impropriety in the acceptance of gifts from business contacts or clients. It is the express policy of the Company that you are prohibited from, either directly or indirectly, asking, demanding, exacting, soliciting, or seeking, anything of value for yourself or for any other person or entity.

It is the express policy of the Company that you are prohibited from, either directly or indirectly, accepting, receiving, or agreeing to receive anything of value for yourself or for any other person or entity (other than your pay check from the Company) for or in connection with any transaction or business of the Company that has a value of \$50 or more. If you are promised, offered, or given anything of value from any member, perspective member, customer, or perspective customer for or in connection with any transaction or business of the Company, you are to advise your immediate supervisor at once.

## **CONFLICT OF INTEREST**

The Company is judged by the collective and individual performance of its officers and employees. The Company has a particular interest in preserving its reputation and the reputation of its employees for the utmost honesty and integrity. Thus, the Company holds itself and its employees to the highest standards of lawful and ethical conduct.

Therefore, you must be very careful that your relationship with clients or vendors or other activities do not subject you or the Company to question or undue criticism. You must refrain from engaging in any activity that could be in conflict with your status as a Company employee. This includes the use of your position with the Company for personal profit or advantage or entering into transactions or relationships where it may appear you have a conflict of interest, are improperly benefiting from your affiliation with the Company, or are violating laws governing fiduciary relationships. Good judgment and common sense are to supplement these provisions to avoid even the appearance of impropriety. To the extent there is a conflict or ambiguity between permissive conduct and that which is not permitted, the latter shall have precedence.

If you question the propriety of a transaction or activity, you should seek guidance from your supervisor or a member of management of the Company. If necessary, you should seek written approval.

## **OUTSIDE ACTIVITIES**

You may engage in outside employment or personal educational activities during non-working hours, provided that such activities do not interfere with your job performance or constitute a conflict of interest. Prior to accepting outside employment, you are to notify management in writing. The notice must contain the name of the potential employer, the title and nature of the position, the number of working hours per week and the time of scheduled work hours. If the position constitutes a conflict of interest or interferes with your Company job, at any time, you may be required to curtail or terminate such activity.

## **REPORTING IRREGULARITIES**

It is the responsibility of each employee of the Company to report, immediately, any and all irregularities indicating actual or suspected existence of a loss, fraud, embezzlement or similar impairment of Company funds or property, or suspicious persons or activity.

If you have actual or constructive knowledge of any irregularity, and do not report it to your supervisor, you have engaged in unacceptable job performance.

## **INSPECTIONS / SEARCHES**

Any items or parcels taken out of or off Company premises or property (or property controlled by the Company) are subject to inspection/search. Your desk, workstation, work area, computer terminal, memory, files, etc. and your voice mail are subject to inspection/search at any time. The Company may monitor any telephone conversation you have on Company owned or controlled equipment, premises or property. While on Company owned or controlled premises or property, your vehicle, meal containers, purse, etc., as well as your self, are subject to inspection/search. Any inspection/search conducted by the Company or its designee may occur at anytime, with or without notice.

You are prohibited from placing any passwords or restrictors on any document, computer or computer software without the prior authority of management. Any password or restrictor must be revealed to and maintained by a second authorized source. Removing, changing, deleting or erasing any Company information, without the appropriate authorization, is strictly prohibited.

## **ELECTRONIC ASSETS USAGE**

The Company recognizes that use of the Internet has many benefits for the Company and its employees. The Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the Company and others at risk.

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner:

- The Company Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
- Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon the Company or be contrary to the Company best interests; and any illegal activities – including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail – are forbidden.
- Copyrighted materials belonging to entities other than the Company may not be transmitted by employees on the company's network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his / her own.
- Do not use the system in a way that disrupts its use by others. This includes excessive dial-in usage, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.)
- The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. Instructions on how to check for viruses are available through the IT Support. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
- Each employee is responsible for the content of all text, audio or images that he/she places or sends over the company's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that the Company's name is attached to all messages so use discretion in formulating messages.
- E-mail is not guaranteed to be private or confidential. All electronic communications

are Company property. Therefore, the Company reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage. Also, the Internet is not secure so don't assume that others cannot read or possibly alter your messages.

- Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the Company.

All company-supplied technology, including computer systems and company-related work records, belong to the Company and not the employee. The Company routinely monitors usage patterns for its e-mail and Internet communications. Although encouraged to explore the resources available on the Internet, employees will limit access to sites only allowed by the company. Any unauthorized web browsing may be cause for disciplinary action.

Since all the computer systems and software, as well as the e-mail and Internet connection, are company-owned, all company policies are in effect at all times. Any employee who abuses the privilege of company-facilitated access to e-mail or the Internet, may be denied access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination.

#### **PHONE USAGE**

The telephones of the Company are to be restricted to business calls for Company business. All employees are required to be professional and conscientious at all times when using company phones and to refrain from usage of personal cell phones including texting and downloading of web content unless subject to emergency situations and / or as authorized by your Supervisor.

#### **PERSONAL PROPERTY**

The Company is not liable for lost, misplaced or stolen property. You should take all precautions necessary to safeguard your personal possessions. You should refrain from having your personal mail sent to the Company because mail may be automatically opened.

Your work area and any other Company property are subject to inspection / search at any time, with or without notice. Desks and office areas are to be kept as neat and organized as possible.

## **EMPLOYMENT SEPARATION**

### **RESIGNATION**

Non-exempt employees are requested to provide a minimum of two (2) weeks written notice of their intent to resign. Exempt employees are requested to provide a minimum of four (4) weeks written notice. Your notice of resignation to voluntarily terminate employment with the Company should be submitted to your supervisor or a member of management. An exit interview may be requested.

### **TERMINATION**

All employment with the Company is “at will” employment. This means that you have not been hired for a specified duration, but that you can terminate your employment or the Company can terminate your employment at any time, with or without cause, and with or without prior notice. Your at-will employment status can only be changed by a written agreement between you and the Company, signed by both you and an Officer of the Company.

Upon separation of your employment you are to remove your personal possessions. Upon separation, you are not entitled to severance pay, except at the sole discretion of management.

### **RETURN OF COMPANY PROPERTY**

Any company property issued to employees, such as computer equipment, keys, tools, parking passes or company credit cards, must be returned to the Company at the time of termination. Employees will be responsible for any lost or damaged items.

## MISCELLANEOUS

### **AUTOMOBILE ACCIDENT**

If you are involved in an automobile accident while on Company business (personal or Company car) you must report the accident to your supervisor immediately. You should request and obtain a police report and police investigation at the scene of the accident.

You are not to drive a personal vehicle for Company business unless authorized to do so. If your job requires you to operate your personal vehicle, you shall be required to submit proof of a current and valid state driver's license. Company vehicles are not to be used for personal business.

If you use your own vehicle, either by authorization or requirement, to carry out the business of the Company, you must submit a photocopy of the cover page of your insurance policy covering that vehicle as proof of that insurance. Insurance must be maintained current as a term and condition of continuing employment for that particular position.

### **PARKING**

The Company provides you with parking at no cost. All parking is at your own risk. It is recommended that you lock your car and take other appropriate safeguards. You are not to park in areas reserved for visitors.

## ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the Company's Employee Handbook.

The contents of the Employee Handbook are presented as a matter of information. Except for the at-will provisions, the Handbook can be amended at any time. I agree to read the Handbook and to follow the guidelines and policies set forth in the Handbook and any amendments to the Handbook along with the other policies and procedures of the Company.

It is specifically understood and agreed that the Handbook is for informational purposes only and is not intended to create a contract, nor is it a contract, of employment or continuing employment between myself and the Company. It is further understood that neither the Handbook nor any policy of the Company is a guarantee or promise of employment or continuing employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I further understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by the Company or myself. No promises or representations have been made to me that I can be disciplined or discharged from my employment with the Company only under certain circumstances or after certain events.

Company policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by me and an appropriate officer of the Company, specifically changing my at-will employment status. I have neither been requested nor have I signed any such document.

My at-will employment status with the Company has been fully explained and I have been given an opportunity to ask any questions regarding Company policies and my at-will employment status. No representative of the Company has made any promise or other statements implying employment will be other than what has been stated above.

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Dated

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Signature

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Print Name

## Downloading, Tailoring and Distributing the Handbook

This is a handbook that will convey the standards and practices you want your employees to adhere to. By reviewing it with your employees and receiving their signed acknowledgement, you are taking a further step in eliminating potential problems and reducing the risk of lawsuit.

There are a few things you need to do. (Experience has shown us that employers don't make very many adjustments to the handbook. After reading through it with notations, it generally takes less than one hour to complete the following.)

1. Download the handbook, save it to your computer and print yourself a copy.
2. Read through it, marking it up in places where your policies differ (see points 4 and 5 below). Then you modify the Word document with the remaining three steps.
3. You need to enter your company's name (*see italics below*) in a couple of places to identify it as your handbook.
4. You may need to modify a few of the sections to reflect how you operate. We suggest some areas that can differ among companies. An example of this is what is your vacation policy?
5. Because it contains over fifty categories, there may be some you wish to eliminate. You need to eliminate any items you don't offer. For example, you may not provide bereavement leave to employees.

To assist you in doing this, we have reproduced the Table of Contents below. Although you should review all topics, we provide our comments regarding sections you ought to particularly look at.

It is always prudent to save your file frequently as you update it. When you finish, simply go to anywhere in the Table of Contents and right-click your mouse. Click on "Update Field," then on "Update Entire Table," and "OK." This will make your Table of Contents current if you deleted any topics.

6. Now reproduce copies for all employees, have them read it and sign the acknowledgement.

<b>Topic</b>	<b>Page</b>	<b>Comments</b>
Title Page	1	<i>Enter the name of your company (Company Name).</i>
<b>TABLE OF CONTENTS</b>	2	<i>For any changes, be sure to right-click to "Update Field."</i>
Welcome to Our Company	4	<i>May add a "Message from the CEO / President / Owner"</i>
Background / History	4	<i>May add Vision, Mission, and Value statements</i>
Handbook Purpose	4	
<b>EMPLOYMENT</b>	5	
Equal Employment	5	<i>Enter the name of your company where the underscore is.</i>
Background Checks	5	<i>Determine if you will conduct internal vs. external checks.</i>
At-Will Notice	5	<i>Review this section closely.</i>
Anniversary Date	5	<i>May differ from other anniversary dates (e.g. benefits eligibility)</i>
Immigration Law Compliance	5	
Introductory Period	6	<i>Designate the period appropriate for the business, if applicable.</i>
Employment Classifications	6	<i>May coincide with benefits eligibility requirements.</i>
Personnel Records	7	<i>Also know the various records retention requirements.</i>
Employee References	7	
Job Vacancies	7	
Job Postings	8	
Transfers	8	<i>This may not pertain to your company.</i>
Employment of Relatives	8	
Seniority	8	<i>This may not pertain to your company.</i>
<b>CONDUCT AND BEHAVIOR</b>	9	
General Guidelines	9	
Anti-Harassment	10	<i>Check for state laws which may affect this section (e.g. required training).</i>
Complaint Procedure	11	<i>Check to see if this is in line with your business operations.</i>

Corrective Action	11	<i>Review this section closely and revise as you see fit.</i>
<b>COMPENSATION</b>	13	
Pay Periods	13	<i>Alter this section if you pay differently, such as bi-weekly.</i>
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Performance Evaluation	13	<i>Ensure this reflects the policy you wish.</i>
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Demotion	14	<i>May remove if you do not prefer to add this “tone.”</i>
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<b>BENEFITS</b>	14	
Holidays	15	<i>Make sure these are the holidays you wish to observe.</i>
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Medical Insurance	18	<i>Modify this to reflect coverage your provide employees.</i>
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<b>EMPLOYMENT SEPARATION</b>	30	
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