This company handbook has been designed to be all inclusive and to protect your company from any foreseeable situation. Should you have any questions, please do not hesitate to contact Stellaris Group at 678-935-6001.

**Instructions on how to edit the Employee Handbook**

1. Insert your **COMPANY LOGO** on the first page. You may use your Company Name instead of a logo if you wish.
2. Replace **FULL LEGAL COMPANY NAME**, with your legal company name, i.e. the name that is on your business license. (Example: Construction Suppliers Group, LLC)
3. Replace **COMPANY NAME** with a shorter version of the company name or the company initials. (Example: Construction Suppliers or CSG.
4. Replace **PRESIDENT/CEO/DIRECTOR/OWNER** with the title of the chief executive officer of your company.
5. Adjust sections highlighted in **YELLOW** with information specific to your company. These sections are:
   1. 3.4 Paid Time Off
   2. 3.6 Lunch & Break Periods
   3. 3.24 Employee Performance & Planning
   4. 4.4 Attendance & Punctuality
   5. 5.3 Paydays
   6. 6.3 Holidays
   7. 6.7 Paid Time off
6. Review **Section 6** carefully. Sub-sections highlighted in **GREEN** are leaves mandated by law based on the number of employees in your company. Sections that do not apply can be removed based on your discretion. *Note: Remember to adjust Section 6 in the index if you remove any of the sub-sections.*
7. Change all font color to black and remove all highlighting and you are good to go!

**INSERT**

**COMPANY**

**LOGO**

**EMPLOYEE**

**HANDBOOK**

Revised June 19

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**DISCLAIMER**

ALL EMPLOYEES OF **FULL** **LEGAL COMPANY NAME** ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF THE COMPANY’S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, PRACTICES AND UNDERSTANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

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| **SECTION 1 - INTRODUCTION** |

The purpose of **FULL LEGAL COMPANY NAME** (hereinafter “**COMPANY NAME**” or “the Company”) Employee Handbook is to give the Employee information about **COMPANY NAME** policies and benefits, as well as what **COMPANY NAME** expects of the Employee while working with the Company. The Handbook policies are not, however, a substitute for Management’s independent judgment or discretion nor do they create any contractual rights, guaranties, or obligations of the Company to any Employee(s). Furthermore, the Company reserves the right, at any time, with or without notice, to unilaterally modify, rescind, or supplement any or all of the policies contained herein as it may deem necessary in its sole discretion. **COMPANY NAME** will endeavor to supplement this Handbook by providing to Employees any amendments to same as soon as may be practicable.

Moreover, nothing contained herein shall be construed as creating any right to employment for any period of time. Instead, all Employees are employed by the Company at will and may be discharged, or may voluntarily quit, at any time for any reason. Only the **PRESIDENT/CEO/DIRECTOR/OWNER** of the Company has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing, and then only if the agreement is expressly set forth in a written document and signed by the Employee and by the **PRESIDENT/CEO/DIRECTOR/OWNER**.

The Employee is responsible for reading, understanding, and complying with the provisions of this Handbook. The Company’s objective is to provide the Employee with a work environment that is constructive to both personal and professional growth.

* 1. **WELCOME**

Welcome new Employee!

**COMPANY NAME** believes that each Employee contributes directly to our growth and success, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our Employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible for it will answer many questions about employment with COMPANY.

We hope that your experience here will be challenging, enjoyable, and rewarding.

Again, welcome!

**1.2 CHANGES IN POLICY**

This Handbook supersedes all previous Employee handbooks and memos that may have been issued from time to time on subjects covered in this Handbook.

However, since the business and organization are subject to change, **COMPANY NAME** reserves the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of the policies, procedures, and benefits contained herein at any time. **COMPANY NAME** will notify all Employees of these changes. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

Only the **PRESIDENT/CEO/DIRECTOR/OWNER** may modify any part of this Handbook. No individual Supervisor or Supervisors has the authority to change policies at any time. If an Employee is uncertain about any policy or procedure, speak with Management.

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| **SECTION 2 – EMPLOYEE STATUS DEFINED** |

**2.1 “EMPLOYEES” DEFINED**

An “Employee” of **COMPANY NAME** is a person who regularly works for **COMPANY NAME** on a wage or salary basis. “Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary/short term persons, and others employed with the Company who are subject to the control and direction of **COMPANY NAME** in the performance of their duties.

**2.1.1 EXEMPT**

Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.

**2.1.2 NON-EXEMPT**

Employees whose positions do not meet FLSA criteria and who are paid one and one-half (1 ½) their regular rate of pay for hours worked in excess of forty (40) hours per week.

**2.1.3 REGULAR FULL-TIME**

Regular Full-Time Employees are defined as Employees who have completed the ninety (90)-day probationary period and who regularly work thirty-two (32) or more hours per week and were not hired on a contract or short-term basis. Generally, Full-Time Employees are eligible for the Company’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

**2.1.4 REGULAR PART-TIME**

Employees who have completed the ninety (90)-day probationary period and who are regularly scheduled to work less than thirty-two (32) hours per week. Part-time Employees generally will not be compensated for paid holidays, do not accrue PTO, and have limited admission to the benefits programs.

**2.1.5 TEMPORARY or SHORT TERM (FULL-TIME or PART-TIME)**

Those whose performance is being evaluated to determine whether further employment in a specific position or with the Company is appropriate or individuals who are hired as interim replacements or to assist in the completion of a specific project or for vacation relief. Temporary Employees retain that status until they are notified of a change. They are not eligible for any of the Company’s benefit programs benefits but may be eligible to receive statutory benefits.

**2.2 EMPLOYMENT APPLICATIONS**

The Company relies upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the recruiting and hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

**2.3 REFERENCE, DRUG, BACKGROUND & CREDIT CHECK**

To ensure that individuals who join **COMPANY NAME** are well qualified and to ensure that the Company maintains a safe, productive, and drug-free work environment, the Company may conduct pre-employment reference, drug and background checks on all applicants who accept an offer of employment. All offers of employment are conditioned on receipt of a reference, drug and background check report that is acceptable to **COMPANY NAME**. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and Local, State, and Federal privacy and anti-discrimination laws.

Reports are kept confidential and are viewed only by individuals involved in the hiring process. If information obtained in a reference, drug and background check would lead **COMPANY NAME** to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report’s accuracy. Background checks will include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment. Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related. **COMPANY NAME** also reserves the right to conduct a background check for current Employees to determine eligibility for promotion or reassignment in the same manner as described above.

### **2.4 HIRING RELATIVES/EMPLOYEE RELATIONSHIPS**

A familial relationship among Employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, **COMPANY NAME** may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no Supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform Management.

If two (2) Employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, **COMPANY NAME** retains the right to decide which Employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

**2.5 NON-DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY**

As a responsible business organization, **COMPANY NAME** is committed to the practice of equal employment opportunity in the conduct of all business activities without regard to an individual’s race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, national origin, disability, family or veteran status or any other protected classification under Local, State, or Federal law in every phase of our employment program, including recruitment, hiring, training, promotion, compensation, benefits, social and recreational activities, and termination.

**COMPANY NAME** will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Company. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their Supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

**2.6 IMMIGRATION LAW COMPLIANCE**

**COMPANY NAME** employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

Each new Employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former Employees who are rehired must also complete the form if they have not completed an I-9 with **COMPANY NAME** within the past three years or if their previous I-9 is no longer retained or valid.

South Carolina law requires all employers to verify the status of new Employees through the Federal government's electronic employment verification system, known as “E-Verify.” Pursuant to E-Verify, **COMPANY NAME** provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new Employee's Form I-9 to confirm work authorization.

**2.7 TERMINATION OF EMPLOYMENT**

Upon termination of employment, for whatever reason, an Employee may be asked to participate in an exit interview with his or her Supervisor, Management, the Human Resources representative or other 3rd party interviewer. The purpose of the exit interview is to confirm the reasons for the Employee's termination, ensure transmission of a separation notice to the Employee, and arrange for COBRA notice, if any, discuss and arrange for payment of final wages, and review eligibility for re-employment with **COMPANY NAME** in the future. Any Employee refusing to participate in this process, unless otherwise waived by the Company, shall be deemed ineligible for re-employment with the Company.

Below are a few examples of some of the most common circumstances under which employment is terminated:

* **LAYOFF** – involuntary employment termination initiated by the Company for non-disciplinary reasons wherein Employee may be recalled without loss of seniority if recalled within one year of the date of layoff.
* **DISCHARGE DUE TO PERFORMANCE** - means termination of employment on the initiative of the Company under circumstances generally related to the quality of the Employee’s performance, whereby the Employee is considered unable to meet the requirements of the job. In this case, the Employee is not subject to recall or reinstatement.
* **DISCHARGE, DISCIPLINARY** - termination of employment on the initiative of the Company for reasons of misconduct or willful negligence in the performance of job duties such that the Employee will not be considered for reemployment.
* **RETIREMENT** - termination of active work by the Employee.
* **RESIGNATION** - means termination of employment on the initiative of the Employee. Employees are expected to give no less than two weeks’ notice of resignation. An Employee who resigns will retain no reinstatement or reemployment rights.
* **RESIGNATION REQUESTED** - termination of employment, for cause, on the initiative of the Company. “Mutual agreement” terminations must be further identified as either discharge due to performance or discipline for purposes of severance pay eligibility.

Upon resignation or termination of employment, the following materials should be returned to **COMPANY NAME**:

* Keys;
* Customer, Client, Patron, Patient, and Vendor files, information, and data;
* Employee handbook;
* Uniforms;
* All other materials belonging to **COMPANY NAME**;
* Office equipment/computer software provided by **COMPANY NAME**;
* Any other Company asset in the possession of Employee at time of termination.

**Employees at COMPANY NAME are hired for indefinite terms of employment. Employment at COMPANY NAME is “at will,” which means that COMPANY NAME or any Employee at COMPANY NAME may terminate the employment relationship at any time with or without cause.**

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| SECTION 3 – EMPLOYMENT POLICIES |

**3.1 NEW EMPLOYEE ORIENTATION**

Orientation and/or On-Boarding is a formal welcoming process that is designed to make the new Employee feel comfortable, informed about the Company, and prepared for their position. New Employee orientation is conducted by the Supervisor, Management and/or Human Resources and includes an overview of **COMPANY NAME** history, an explanation of the **COMPANY NAME** core values, vision, and mission; and **COMPANY NAME** goals and objectives. In addition, the new Employee will be given an overview of benefits, tax, and legal issues, and complete any paperwork and training necessary for the safe and proper fulfillment of job duties.

During orientation and/or on-boarding Employees are presented with all codes, keys, equipment, and procedures needed to navigate within the workplace. The new Employee’s Supervisor then introduces the new hire to staff throughout the Company, reviews his or her job description and scope of position, explains the Company’s evaluation procedures, and helps the new Employee get started on specific functions.

**3.2 PERSONNEL FILES & REFERENCES**

Employee personnel files include the following: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and documents related to Employee performance reviews, coaching, and mentoring, as applicable.

Personnel files are the property of **COMPANY NAME**, and access to the information is restricted. Management personnel of the Company who have a legitimate reason to review the file are allowed to do so.

Employees who wish to review their own file should contact their Supervisor. With reasonable advance notice, the Employee may review his or her personnel file in Company’s office and in the presence of Management.

Requests for references will be given only by Management personnel and only by written request and may include pursuant to South Carolina law:

* Written Employee evaluations;
* Official personnel notices that formally record the reason for separation;
* Whether termination was voluntary or involuntary;
* Information regarding job performance.

The Company may also provide dates of employment pay level and wage history to an Employee’s prospective employer.

**3.3 PERSONNEL DATA CHANGES**

It is the responsibility of each Employee to promptly notify their Supervisor of any changes in personnel data such as:

* Legal name;
* Mailing address;
* Telephone numbers;
* Marital status;
* Name and number of dependents; and
* Individuals to be contacted in the event of an emergency.

An Employee’s personnel data should be accurate and current at all times.

### **3.4 WORKING HOURS & SCHEDULE \*\*REVISE WITH COMPANY SPECIFICS\*\***

**COMPANY NAME** normally is open for business from       am to      pm, Monday through      . The Employee will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of **COMPANY NAME** business, at some point an Employee may experience a change in individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law at a schedule set by their Supervisor. A Supervisor or Human Resources representative will provide further details during orientation/on-boarding.

**3.5 PARKING**

Employees must park their cars in areas indicated and provided by **COMPANY NAME**. There should be ample space for all Employees. Employees may only park in open spaces or those designated for use by **COMPANY NAME**. Vehicles parked in spaces designated for private use will be towed at the owner's expense. Employees should also take safety into account when parking his or her vehicles.

**3.6 LUNCH AND BREAK PERIODS \*\*REVISE WITH COMPANY SPECIFICS\*\***

A lunch period (      Minutes) is encouraged away from Employee’s work area. Lunch periods may vary depending on the area in which Employees work. The Supervisor will determine the time of Employees lunch period. In the case of a conflict or business need, the Supervisor reserves the right to designate or cancel lunch breaks.

Employees are permitted to use the appropriate and designated facilities located in the building during lunch and breaks if they choose. Food should not be left in open areas. Food should not be eaten in the presence of customers, clients, patrons, vendors, and visitors. No gum chewing allowed while taking care of customers, clients, patrons, vendors, and visitors. Each employee is responsible for cleaning the lunch/break area after use.

**3.7 INCLEMENT WEATHER/EMERGENCY CLOSINGS**

At times, emergencies such as severe weather, fires, or power failures can disrupt Company operations. The decision to close or limit operation of the business will be made by the Management.

When the decision is made to close the facility, Employees will receive official notification from their Supervisors via a phone call, text and/or email.

Time off from scheduled work due to emergency closings will be unpaid for all non-exempt Employees, unless:

* The time lost is made up for within the same week in which the office was closed, or;
* Other arrangements are made to make up for the lost time and approved by the Employee’s Supervisor.

However, if Employees would like to be paid, they are permitted to use PTO time if it is available to them.

**3.8 OUTSIDE EMPLOYMENT**

**COMPANY NAME** requires all Employees with second jobs or other activities (e.g., attending school) to consider **COMPANY NAME** as his or her primary employer. Accordingly, Employees should not have second jobs or other interests which conflict with his or her duties to the Company.

Employees may not engage in any outside business interest which competes with activities of **COMPANY NAME**, including any involvement with a customers, clients, patrons, vendors, and visitors, purchaser or supplier of goods or services to the Company, or any other relationship which interferes with the Employee’s ability to devote full-time attention to his or her responsibilities as an Employee of **COMPANY NAME**. Employees may not engage in an outside business which would reflect adversely on the Company.

Any Employee who desires to work for an outside business or whose other activities may conflict with the Employee’s primary duties to the Company must obtain prior written approval from his or her immediate Supervisor, as well as the **PRESIDENT/CEO/DIRECTOR/OWNER**.

**COMPANY NAME**’s space, equipment, and materials are not to be used for outside employment.

**3.9 SAFETY**

**COMPANY NAME** is committed to providing a safe and healthful work environment for its Employees. Maintaining a safe work environment, however, requires the continuous cooperation of all Employees. **COMPANY NAME** and all Employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act (OSHA) and Local, State, and Federal regulations. In addition, all Employees are expected to obey safety rules and exercise caution and common sense in all work activities.

**COMPANY NAME** provides information to Employees about workplace safety and health issues through regular internal communication such as:

* Training sessions;
* Team Meetings;
* Bulletin board postings;
* Memorandums;
* Newsletters;
* Other written communications.

Employees must immediately report any unsafe conditions to their Supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate-remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, Employees should notify Management.

**3.10 FIRE PREVENTION**

An Employee should know the location of the fire extinguisher(s) in his or her area and make sure location of the equipment is kept clear at all times. Notify Management 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 containers and are not exposed to any ignition source. If an Employee is aware of a fire, he or she should:

* Pull the nearest fire alarm;
* Immediately contact the fire department;
* 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.

If Employees are advised to evacuate the building, he or she should:

* Stop all work immediately and proceed calmly to the nearest exit;
* 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;
* Contact outside emergency response agencies, if needed, and do not re-enter the building until instructed to do so.

**3.11 HEALTH-RELATED ISSUES**

Employees who become aware of any health-related issue, including pregnancy, should notify the Supervisor of the health status immediately. This policy has been instituted strictly to protect the Employee.

A written “permission to work” from the Employee’s doctor is required at the time or shortly after notice has been given. The doctor’s note should specify whether the Employee is able to perform the regular duties as outlined in his or her job description.

Should a case of isolation or quarantine arise, the Employee may be eligible for an extended, unpaid leave of absence. This leave of absence will be granted on a case-by-case basis. If the need arises for a leave of absence, Employees should notify Management.

**3.12 EMPLOYEE REQUIRING MEDICAL ATTENTION**

In the event an Employee requires medical attention, whether injured or becoming ill while at work, the Employee’s personal physician must be notified immediately. If it is necessary for the Employee to be seen by the doctor or go to the hospital, a family member will be called to transport the Employee to the appropriate facility. If an emergency arises requiring Emergency Medical Services to evaluate the injury/illness of an Employee on-site, the Employee will be responsible for any transportation charges for non-Workman’s Compensation injuries. Furthermore, **COMPANY NAME** Employees will not be responsible for transportation of another Employee due to liabilities that may occur. A physician’s “return to work” notice may be required.

**3.13 BUILDING SECURITY**

All Employees who are issued keys and security are responsible for their safekeeping and should not share this information with co-workers. Employees will be provided keys and security codes for entering and leaving Company facilities. It is the Employee's responsibility to safeguard against the loss of his or her keys. **COMPANY NAME** maintains the personnel files, and financial records for those that have entrusted the Company with such. It is imperative that **COMPANY NAME** Employees maintain the safety and security of these items. When an Employee loses a key and/or compromises the security of the information that **COMPANY NAME** has been entrusted with, the Employee will be charged all expenses to rekey the facility and/or reprogram the security system. There is also a possibility that the Employee will pay for any other additional security features that may have been compromised by their actions.

The last person to leave the facility at night or on the weekends is to make sure that all doors/windows are secure, and the security alarms are set. All Employees need to report any exterior lights that are out to their Supervisor.

**3.14 EMPLOYEE USE OF COMPANY PROPERTY**

At times Employees may be assigned various **COMPANY NAME** equipment, property, and tools necessary for the completion of job assignments. Any Employee assigned such equipment is obliged to adhere to the following conditions regarding use of Company property:

* Ensure that the Company equipment/property/tool is used in accordance with all Local, State, and Federal regulations and guidelines for use set forth by the manufacturer;
* Ensure that the Company equipment/property/tool is properly and responsibly maintained and serviced as directed;
* Not allow the equipment/property/tool to be used by anyone not employed by the Company and accredited by the Company training standards;
* Employees may not add any accessories to the equipment/property/tool without prior written approval from the Company;
* Employees should never use the Company equipment/property/tool for non-work purposes without prior written approval from the Company;
* Employee should never use the Company equipment/property/tool while intoxicated or under the influence of any illegal substance;
* Employee should not use the Company equipment/property/tool while taking prescription medication that can impair Employee’s perception and/or motor skills.

Should any **COMPANY NAME** equipment/property/tool be lost, damaged or stolen while in possession of the Employee, the Employee should immediately report such loss, damage, or theft to his or her immediate Supervisor. Should such loss, damage or theft occur as a result of intoxication, unlawful substance abuse, negligence or recklessness, Employee will incur all costs associated with replace the equipment/property/tool and will be disciplined up to and including termination.

**3.15 WEAPONS**

To ensure that **COMPANY NAME** maintains a workplace safe and free of violence for all employees, the Company prohibits the possession or use of perilous weapons on Company property. A license to carry the weapon on organization property does not supersede this policy. Any Employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination. All Employees are subject to this provision, including contract and temporary Employees, customers, clients, patrons, vendors, and visitors on organization property. The only exception to this policy will be police officers, security counselors or other persons who have been given written consent by **COMPANY NAME** to carry a weapon on the property.

**COMPANY PROPERTY** is defined as all **COMPANY NAME** managed buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under The Company’s management authority and all off-site assigned work sites. This policy applies to all Company-owned or leased vehicles and all vehicles that come onto **COMPANY NAME** property or any other Company assigned work site.

**DANGEROUS WEAPONS** include, but are not limited to, firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

**COMPANY NAME** reserves the right at any time and at its discretion to search all packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including a termination.

**3.16 VISITORS IN THE WORKPLACE**

To provide for the safety and security of Employees, visitors, and the property, only authorized visitors are allowed. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards Employee welfare, and avoids potential distractions and disturbances.

**3.17 INSURANCE ON PERSONAL EFFECTS**

All Employees should be sure that his or her own personal insurance policies cover the loss of any personal property occasionally left on Company premises. **COMPANY NAME** assumes no risk for any loss or damage to personal property.

**3.18 SUPPLIES; EXPENDITURES; OBLIGATING THE Company**

Only authorized persons may purchase supplies in the name of **COMPANY NAME**. Employees whose regular duties do not include purchasing shall not incur any expense on behalf of the Company or bind the Company by any promise or representation without written approval.

**3.19 EXPENSE REIMBURSEMENT**

Expenses incurred by an Employee on behalf of the Company must have prior approval by a Supervisor. The expense report must be accompanied by receipts or other documentation substantiating the expenses Questions regarding this policy should be directed to the Supervisor.

The reimbursement request will be processed like an invoice. All completed reimbursement request forms should be turned in to the Supervisor’s approval and processing.

**3.20 LICENSE/CERTIFICATION EXPENSES**

Should the Company fund any licensure, testing or certifications, and the Employee leave within a year of such funding, the amount funded by the Company will be deducted from the Employee’s final check at the yearly prorated amount.

Any materials or books ordered/given for any licensure, testing or certification are Company property and should remain at the Company upon completion of the license, test, and/or certification and/or termination.

**3.21 SEMINARS / CONFERENCES EXPENSES**

All Employees are encouraged to attend work-related seminars/conferences. All seminars/conferences require prior approval by Employees Supervisor in writing. Travel expenses are reimbursable to all Employees when incurred in connection with attendance at approved seminars/conferences. All reasonable expenses, other than personal expenses will be reimbursed. Reasonable expenses include transportation, parking, lodging, and meals. Receipts to support the expenditures must be submitted with the request. Unreasonable or non-reimbursable expenses, including room service charges, health club fees, cost of magazines or books, will not be reimbursed. The decision to use personal or commercial transportation to attend the seminar/conference will be made by the Supervisor.

The Company has the right to deny payment for any expenses not approvedprior to the seminar/conference.

Employees are expected to behave in such a manner so as to represent the Company in a positive and professional manner. Any Employee breaching the code of conduct will have the cost/expense of any conference or seminar deducted from his or her pay.

**3.22 MILEAGE REIMBURSMENT**

Any Employee using his or her personal vehicle to travel between office locations on travel days or the use of their vehicle for errands set by the Company will be reimbursed for any reportable mileage. Mileage reimbursement is calculated based on the Employees actual miles driven minus his or her normal miles driven to the Employees home location and paid along with current IRS guidelines.

**3.23 INSPECTION AND MONITORING**

The Company provides offices, desks, computers, and other Company property to Employees for their use while employed by the Company. These items are the property of **COMPANY NAME**.

The Company can make no assurances about the security or privacy of any office, desk, file cabinet, computer, or other **COMPANY NAME** facility and discourages the storage of valuables, perishables, and other personal items in them.

Additionally, the Company reserves the right to open and inspect any item or vehicle of any kind on **COMPANY NAME** property, office, desk, computer and files, file cabinet, or Company property and its contents, at any time with or without reason, notice or consent. Employees or anyone on Company property and the contents of any item carried by Employees or anyone on Company property also may be subject to search in accordance with Federal, State, and Local laws. This policy also will be applied in conjunction with the Company's policy on Protecting Confidential **COMPANY NAME** Information.

Employees should understand that any conversations over the Company’s telephones and similar voice systems may be monitored or recorded for any reason as a part of normal business operations. By using **COMPANY NAME** telephones, Employees expressly consent to such monitoring and recording for all lawful purposes and any use of the Company's telephones and similar voice systems is done so with the knowledge and awareness of this policy.

Similarly, Employees should be aware that, in order to promote the safety of Employees, customers, clients, patrons, vendors, and visitors, as well as the security of its assets and properties, the Company may conduct video surveillance of any portion of its premises at any time, the only exception being private areas of restrooms, showers, and dressing rooms, and that employment with **COMPANY NAME** constitutes an express awareness of and consent to such surveillance.

All communications on **COMPANY NAME** equipment and time are public and not private, and therefore no reasonable expectation of privacy should be expected. **COMPANY NAME** reserves the right to access and monitor all communications, files, and messages on its systems.

**3.24 EMPLOYEE PERFORMANCE REVIEW AND PLANNING SESSIONS**

**\*\*REVISE WITH COMPANY SPECIFICS\*\***

Supervisors will conduct performance reviews and planning sessions with all regular full-time and regular part-time Employees after the ninety (90)-day probationary period and **QUARTERLY/SEMI-ANNUALLY/ANNUALLY** thereafter. Supervisors may conduct informal performance reviews and planning sessions more often if they choose.

Performance reviews and planning sessions are designed for the Supervisor and the Employee to discuss his or her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, Employee and Supervisor discuss ways in which the Employee can accomplish goals or learn new skills. The planning sessions are designed for the Employee and his or her Supervisor to make and agree on new goals, skills, and areas for improvement.

**COMPANY NAME** directly links wage and salary increases with performance. The Employees performance review and planning sessions will have a direct effect on any changes in compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully. Should salary adjustments be made, they are made on the basis of merit, performance, increased ability, experience, and responsibility of position; also, for attendance, accuracy, reliability, judgment, and initiative.

The evaluation will be conducted by the Supervisor and the Employee will sign the evaluation and the signed evaluation will be retained in the Employee file. If the Employee would like to appeal the evaluation, he or she is welcome to provide a written response for Management’s review.

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| **SECTION 4 – STANDARDS OF CONDUCT** |

It is vital to the financial success of **COMPANY NAME** that we conduct our business with honesty and integrity and in compliance with all applicable legal and regulatory requirements. This Code of Conduct sets out the fundamental standards to be followed by all Employees in their everyday actions on behalf of the Company. Further guidance on the Company’s standards in specific areas will be provided through related corporate policies and guidelines.

Each **COMPANY NAME** Employee must:

* Conduct the Company’s business with honesty and integrity and in a professional manner that protects the Company’s good public image and reputation.;
* Build relationships with customers, clients, patrons, vendors, and fellow employees based on trust and treat every individual with respect and dignity in the conduct of Company business;
* Become familiar with and comply with legal requirements and Company policy and procedures;
* Avoid any activities that could involve or lead to involvement in any unlawful practice or any harm to the Company’s reputation or image;
* Avoid actual or potential conflicts of interests with the Company, or the appearance thereof, in all transactions;
* Provide accurate and reliable information in records submitted, safeguard the Company’s confidential information, and respect the confidential information of other parties with whom the Company does business or competes; and
* Promptly report to the Company any violations of law or ethical principles or Company policies that come to the Employee’s attention, and cooperate fully in any audit, inquiry, review, or investigation by the Company.

All Employees must uphold these standards in the conduct of Company business. If a decision about a particular action is not covered specifically by this Code or related corporate policies, Employees are required to seek guidance from their Supervisor or appropriate internal resources.

Supervisors should be a role model for these standards by visibly demonstrating support and by regularly encouraging adherence by all Employees.

Failure by any Employee to comply with this or any Company policy will subject Employees, including Supervisors who ignore prohibited conduct, or have knowledge of the conduct and fail to correct it, to disciplinary action up to and including separation from employment with the Company.

The work rules and standards of conduct for **COMPANY NAME** are important, and the Company regards them seriously. All Employees are urged to become familiar with these rules and standards. In addition, Employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the Company’s business. Please note that any Employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment:

* Theft or inappropriate removal or possession of property;
* Falsification of timekeeping records;
* Working under the influence of alcohol or illegal drugs;
* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace;
* Fighting or threatening violence in the workplace;
* Boisterous or disruptive activity in the workplace;
* Negligence or improper conduct leading to damage of Company-owned, vendor-owned, or customers, clients, patrons, vendors, and visitor-owned property;
* Insubordination or other disrespectful conduct;
* Violation of safety or health rules;
* Smoking in the workplace;
* Sexual or other unlawful or unwelcome advances;
* Excessive absenteeism or any absence without notice;
* Unauthorized use of telephones, or other Company-owned equipment;
* Using Company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
* Violation of personnel policies;
* DUI Convictions;
* Unsatisfactory performance or conduct;
* Employees at **COMPANY NAME** are expected to use appropriate language at all times. Cursing, swearing, discriminatory, and inflammatory language are unacceptable;
* All **COMPANY NAME** Employees must display courteous manners and be respectful of fellow coworkers at all times. **COMPANY NAME** desires that their Employees feel comfortable within their work environment every day; and/or
* Unauthorized disclosure of any “business secrets” or other confidential or non-public proprietary information relating to the Company’s products, services, patents, or processes. *Wages and other conditions of employment are not considered to be confidential information*.

This policy is not intended to restrict an Employee’s right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict Employees’ rights under the National Labor Relations Act.

**4.1 NON-DISCLOSURE/CONFIDENTIALITY**

The protection of confidential business information and trade secrets is vital to the interests and

success of **COMPANY NAME**. Such confidential information includes, but is not limited to, the following examples:

* Customers, clients, patrons, vendors, and visitor’s information;
* Compensation data;
* Financial information;
* Marketing strategies;
* Pending projects and proposals;
* Proprietary sales and/or production processes;
* Personnel/Payroll records; and/or
* Conversations between any persons associated with the Company.

All Employees are required to abide by non-disclosure/restrictive covenants agreement as a condition of employment.

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

**4.2 CONFIDENTIAL INFORMATION, INTERNET, COMPUTER, VOICE AND EMAIL POLICY**

Protecting the Company's information is the responsibility of both the Company and Employee. Every precaution should be taken to ensure such information is not improperly or accidentally disclosed. Do not discuss the Company's confidential business with co-workers, unless appropriate, or anyone who does not work for us.

Employees may not copy or transmit copyrighted material that is not authorized to be sent, trade secrets of the Company or other entities, or proprietary financial or business operations information of the Company or other entities.

All Company equipment and property, including desks, other physical items, computer systems, computer software, flash drives, electronic mail, and voice mail, should be used appropriately for the business of the Company only. These resources are established, maintained, and provided by **COMPANY NAME** for Employees to use for the furtherance of the purpose of the Company and not for personal use.

The Company, at all times, retains the right to access and search all directories, flash drives, external hard drives, files, databases, email messages, voice mail messages, Internet sites visited by Employees, social media sites, chat rooms and newsgroups, material downloaded to or uploaded from the Internet and any other electronic transmissions contained in or used in conjunction with **COMPANY NAME**'s computer, electronic and voice mail systems and equipment with no prior notice. This right applies both during Employee's employment by the Company and after its cessation for any reason, including whether the cessation is voluntary or involuntary, for any reason or no reason. Computer, electronic and voice mail deleted or erased by Employees may remain stored in the Company's computer or telephone system. Accordingly, the Company retains the right to access computer, electronic and voice mail messages for as long as the information may be obtained from any source, even after Employee has deleted or erased it.

Employees should not have an expectation of privacy or security in electronic communications or anything else they create, store, send, or receive on or through the computer or telephone system or any other Company property. Employees should keep personal records and personal business at home, as the Company cannot guarantee privacy for information contained on computer, electronic or telephone systems.

Passwords are designed to give Employees access to all or part of the Company's computer, electronic and/or telephone systems; they are not designed to guarantee the confidentiality of any message or document. The Company retains the right to enter these systems in its sole discretion.

***By placing information on the Company's computer systems, Employees grant the Company the right to edit, delete, copy, republish and distribute such information.***

Employees will not utilize computer, electronic or voice mail messages for improper or non-business purposes. The Company expects Employees to use common sense in sending/receiving computer, electronic (email) and voice mail messages and their use of the Internet, online services, and tools used for their access. These resources are established, maintained, and provided by the Company for Employees to use for the furtherance of the purpose of the Company and not for personal use. The Company is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. Users accessing the Internet do so at their own risk.

As with any Company resource, the computer, electronic, voice and other property of the Company should be used appropriately for the business of the Company. Some examples of appropriate uses include:

* Inter and intra Company business communications;
* Approved internet and computer research;
* Professional association communications that enhance the Company’s business;
* Other preauthorized projects.

Examples of inappropriate use include using computers, electronic or voice mail for the following:

* Personal financial gain;
* Soliciting for non-Company outside organizations or commercial ventures; and/or
* Creating/contributing to/forwarding disruptive or offensive messages (including pictures) including but not limited to messages in violation of the Company’s EEO or No Harassment Policy.

Blogs and posts created by Employees also may give rise to privacy and other issues. Employees may respectfully disagree with Company actions, policies, or management. However, Employees may not attack personally fellow Employees, customers, clients, patrons, vendors, and/or shareholders. Further, Employees should endeavor to make each electronic communication truthful and accurate. Employees should use the same care in drafting electronic mail and other electronic documents as they would for any other written communication. Please keep in mind that anything created or stored on the computer system may be and likely will be reviewed by others.

Company communications and property are confidential. Any Employee who accesses another person’s computer, voicemail, computer file or data, or property without prior approval by Management will be in violation of this policy. Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, using Company equipment for outside organizations or commercial ventures, selling Internet or other carrier access time, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this sort may not be downloaded unless they are business-related.

The Company may use software or hardware to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Company networks. In the event Employees do encounter inappropriate or sexually explicit material while browsing on the Internet, they should disconnect immediately from the site, regardless of whether the site was subject to Company blocking software.

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, in violation of the Company’s EEO Policy, or otherwise unlawful or inappropriate may not be sent by electronic mail or other forms of electronic communication (*e.g.*, social media, newsgroups, instant messaging, chat groups), downloaded from the Internet, or displayed on or stored **COMPANY NAME** computers. Employees encountering or receiving this kind of material should report the incident to his or her Supervisors immediately.

Employees may not use **COMPANY NAME**'s Internet connection to download games or other entertainment software, including screen savers, or to play games over the Internet or to access personal online accounts with other carriers. No Employee shall download any software from the Internet without express permission. This includes messaging software, music files, software updates, or enhancements.

Employees may not illegally copy material protected under copyright law or make that material available to others for copying. Employees may not agree to a license or download any material for which a registration fee is charged without first obtaining express written permission from the Company.

To ensure security and avoid the spread of viruses, Employees accessing the Internet through a computer attached to a **COMPANY NAME** network must do so through an approved Internet firewall.

Files obtained from sources outside the Company, including flash drives and/or external hard drives brought from home; files downloaded from the Internet, newsgroups, chat rooms, bulletin boards, or other online services; files attached to electronic mail; and files provided by customers, clients, patrons, vendors, and visitors, may contain dangerous computer viruses that may damage the Company's computer network. Employees should never download files from the Internet, accept electronic mail attachments from outsiders, or use flash drives and/or external hard drives from non-Company sources without first scanning the material with Company-approved virus-checking software. If Employees suspect that a virus has been introduced into the Company's network, they should notify the Company immediately.

Employees must not alter the "From:" line or other attribution-­of-origin information in electronic mail, messages, or postings. Anonymous or pseudonymous electronic communications are forbidden. Employees must identify themselves honestly and accurately when participating in chat groups, making postings to newsgroups, making postings to newsgroups, sending electronic mail, or otherwise communicating on-line.

Employees may not install or use encryption software on any of the Company’s computers without first obtaining written permission from their Supervisors. Employees also may not use passwords or encryption keys that are unknown to their Supervisors.

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability. If any Employee feels that he or she has witnessed or been the subject of conduct in violation of this policy, the Employee should utilize the complaint procedure set forth in the Company's EEO policy.

Employees will be subject to discipline, up to and including discharge for violating these rules and, thus, must consider before sending a computer, electronic or voice mail message if the communication constitutes an inappropriate use of Company property or resources. Employees must keep in mind that computer, electronic and voice mail messages can usually be printed, saved, and/or forwarded to anyone else in the office or elsewhere. This policy will be administered in conjunction with **COMPANY NAME**’s EEO policy regarding inappropriate or offensive communications.

The following behaviors are examples of previously stated or additional actions and activities under this policy that are prohibited:

* Sending or posting discriminatory, harassing, or threatening messages or images about coworkers, Supervisors or the Company that violate the Company’s policy against discrimination and harassment;
* Stealing, using, or disclosing someone else's code or password without authorization;
* Pirating or downloading Company-owned software without permission;
* Sending or posting the Company’s confidential material, trade secrets, or non-public proprietary information outside of the Company. Wages and other conditions of employment are not considered confidential material;
* Violating copyright laws and failing to observe licensing agreements;
* Participating in the viewing or exchange of pornography or obscene materials;
* Sending or posting messages that threaten, intimidate, coerce, or otherwise interfere with the job performance of fellow Employees;
* Attempting to break into the computer system of another organization or person;
* Refusing to cooperate with a security investigation;
* Using the Internet for gambling or any illegal activities; and/or
* Sending or posting messages that disparage another organization's products or services;
* Passing off personal views as representing those of **COMPANY NAME**.

In the event of the cessation of employment, Employees will deliver to the Company all passwords to access all property, including documents, flash drives, external hard drives, computer, electronic or voice mail systems.

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| **4.3 CONFLICTS OF INTEREST** |

A “conflict of interest” may exist whenever the personal interests of a **COMPANY NAME** Employee interfere– or have the appearance that they might potentially interfere – in any way with the interests of **COMPANY NAME**. A conflict may exist when an Employee takes actions or has business interests that make it difficult to perform his or her work objectively and effectively. Conflicts may also arise

when an Employee or a member of his or her family receives an improper personal benefit as

a result of the Employee’s position in **COMPANY NAME**, whether received from **COMPANY NAME** or a third party.

This policy is intended to clearly establish **COMPANY NAME**’s policies and procedures with regard to activities engaged in by Employees that may be considered a conflict of interest.

The potential for a conflict of interest exists when **COMPANY NAME**’s employees or members of their families:

* Have a financial interest in, business relationship with, or indebtedness to an entity with which they do or seek business on behalf of the Company;
* Accept payments, loans, services, or gifts from anyone doing or seeking to do business with **COMPANY NAME**;
* Are officers, directors, partners, influential Employees, or consultants to any organization doing or seeking to do business with **COMPANY NAME**; or
* Engage in conduct which is inimical to the policies, purposes, and goals of **COMPANY NAME**.

Any Employee who is uncertain about a possible conflict of interest in any matter may speak with their Supervisor. Failure to comply with this policy can lead to disciplinary action, up to, and including termination.

**4.4 ATTENDANCE/PUNCTUALITY \*\*REVISE WITH COMPANY SPECIFICS\*\***

The Company expects that every Employee will be regular and punctual in attendance. Regular attendance is an essential condition of employment. Absenteeism and tardiness place a burden on other Employees and on the Company. An unacceptable attendance record may result in an Employee being counseled, placed on probation, or perhaps terminated. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee’s attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

If an Employee is unable to report for work for any reason, the Employee should contact his or her Supervisor no later than      AM on the day of the absence and inform Management of the reason for the absence and when the Employee expects to return to work. Employees are responsible for speaking directly with his or her Supervisor about the absence. It is not acceptable to leave a message on a Supervisor’s voice mail, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day. The Company may request a doctor’s statement any time that an Employee is absent due to illness.

Should undue tardiness become apparent, disciplinary action may be required.

If there comes a time when an Employee needs to work hours other than those that make up his or her usual work week, notify the Supervisor. Each request for special work hours will be considered separately, in light of the Employee’s needs and the needs of the Company. Such requests may or may not be granted.

**4.5 ABSENCE WITHOUT NOTICE**

When an Employee is unable to work due to illness or an accident, please notify the Supervisor. This will allow the Company to arrange for temporary coverage of the Employees duties and helps other Employees to continue work during the absence. If an Employee does not report for work and the Company is not notified of the Employee’s status, it will be assumed after two (2) consecutive days of absence that the Employee has resigned and will be removed from the payroll. **COMPANY NAME** will consider the Employee to have abandoned his or her job. The Employee’s pay will cease effective the first day of his or her absence.

This policy will be construed in accordance with all applicable Federal, State, and Local law, including any applicable family or medical leave statute.

If an Employee becomes ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform a Supervisor of the situation.

**4.6 FRATERNIZATION**

To avoid the dangers of management fraternization with a subordinate employee, vendor or contractor, and to help prevent even the appearance of improper conduct, favoritism, improper use of authority or sexual harassment, it is the policy of **COMPANY NAME** that Managers, Supervisors or any other Employee who has the authority to directly or indirectly affect the terms and conditions of another’s employment or contract shall not fraternize with that Employee. The fraternization prohibited in this policy includes dating, romantic involvement or sexual relations and does not include and is not meant to discourage friendship or social activities. Should a personal relationship prohibited by this policy be contemplated, Management should be notified.

**4.7 RADIO/MUSIC/VIDEO**

Personal music is permitted in work areas, however, must be kept at a volume not to be heard by customers, clients, patrons, vendors, and visitors or nearby workstations. Personal headphones/ear plugs are not permitted if they interfere with work duties. Bluetooth speakers may be used to stream music from device, but all devices must be off desks. Personal music should never be played in any customers, clients, patrons, vendors, and visitors’ area.

**4.8 HOUSEKEEPING**

**COMPANY NAME** is committed to providing a clean, safe, and healthful work environment for its Employees. Maintaining a clean and tidy work environment, however, requires the continuous cooperation of all Employees.

Employees of **COMPANY NAME** are expected to keep their workspace clean and tidy. It is important to keep the office as germ-free as possible for the health and safety of Employees and customers, clients, patrons, vendors, and visitors coming into the office. This includes, but is not limited to, keeping walkways and exits free of debris, wiping down of desks, phones, washing of hands, and use of anti-bacterial soap.

**4.9 TELEPHONE USE AND TEXT MESSAGING**

**COMPANY NAME** telephone equipment is intended for the use of serving our customers, clients, patrons, vendors, and visitors, and in conducting the Company’s business. Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line.

To respect the rights of all Employees and avoid miscommunication in the office, Employees must inform family members and friends to limit personal telephone calls to emergencies only during working hours. If an Employee must make a call or text a message, it is preferred that Employees make calls during lunch and break times. If a customers, clients, patrons, vendors, and visitors and/or co-worker is waiting for attention, the Employee should end the call immediately.

### **4.10 USE OF SOCIAL MEDIA**

**COMPANY NAME** respects the right of any Employee to maintain a blog or web page or to participate in a social networking, Twitter, or similar site, including but not limited to Facebook, Instagram, and LinkedIn. However, to protect **COMPANY NAME** interests and ensure Employees focus on their job duties, Employees must adhere to the following rules:

* Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property;
* All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn, or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site;
* Whether an Employee is posting something on his or her own blog, web page, social networking, Twitter, or similar site or on someone else's, if the Employee mentions **COMPANY NAME** and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the Poster must include a disclaimer. The Poster should specifically state that the opinion expressed is his or her personal opinion and not **COMPANY NAME**'s position. This is necessary to preserve the Company's good will in the marketplace;
* Any conduct that is impermissible under Local, State, or Federal law if expressed in any form or forum through a blog, web page, social networking, Twitter, or similar site is impermissible. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. **COMPANY NAME** policies apply equally to Employee social media usage.

**COMPANY NAME** encourages all Employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their Supervisor. Failure to follow these guidelines may result in discipline, up to and including discharge.

**4.11 INTERNET USE**

**COMPANY NAME** Employees may use the Internet when appropriate to access information needed to conduct business of the Company.

Use of the Internet must not disrupt operation of the Company computer network. Use of the Internet must not interfere with productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful.

Internet messages are public and not private, and therefore no reasonable expectation of privacy should be expected. **COMPANY NAME** reserves the right to access and monitor all files and messages on its systems.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

**4.12 CELL PHONE AND PORTABLE COMMUNICATION DEVICE USE**

Employees will not utilize **COMPANY NAME** provided cellular phones or any other type of portable communications device for improper purposes. Therefore, unless it is in pursuit of a legitimate business purpose, Employees are not, while acting on behalf of the Company, whether on and off Company premises, permitted to use a cellular phone or any other type of portable communications device to: (1) take or transmit pictures of Employees, customers, clients, patrons, vendors, and visitors or any other individuals without their expressed consent; and (2) take or transmit pictures of **COMPANY NAME**’s confidential information and trade secrets.

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, as well as inappropriate disclosure of confidential information, no Employee may use a camera phone function on any phone on Company property or while performing work for the Company.

The use of tape recorders, dictaphones or other types of voice recording devices located anywhere on Company property, intended to record conversations or activities of other Employees, customers, clients, patrons, vendors, and visitors while performing work for the Company, is strictly prohibited, unless the device was provided to the Employee by **COMPANY NAME** and is used solely for legitimate business purposes sanctioned by the Company.

Further, Employees should not use cell phones or any other portable communications device while operating a company vehicle or other motor vehicle on behalf of the Company. If Employees must use cell phones while in the motor vehicle, they must comply with all Local, State, or Federal law and the following safety guidelines:

* Always dial while the car is not moving;
* Never use the phone in heavy traffic or bad weather;
* Use speed dialing as much as possible;
* Use a hands-free phone;
* Never look up phone numbers while driving;
* Never have stressful conversations while driving; and
* Keep your eyes on the road while on the phone.

### **4.13 OPERATION OF VEHICLES**

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

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

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

**4.14 COMPANY CREDIT CARD POLICY**

The Company will issue company credit cards to certain Employees for use in their jobs. Use of company-issued credit cards is a privilege, which the Company may withdraw in the event of serious or repeated abuse. Any credit card the Company issues to an Employee must be used for business purposes only, in conjunction with the Employee's job duties. Employees with such credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties. Employees must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the Company) with their own funds or personal credit cards. The Company will not regard expenses for one's own business-related use, such as lodging and meals while on company-approved business trips, as personal purchases, as long as such expenses are consistent with the Company's travel and expense reimbursement policy.

If any Employee uses a company credit card for personal purchases in violation of this policy, the cost of such purchase(s) will be considered an advance of future wages payable to that Employee, and will be recovered in full from the Employee's next paycheck; any balance remaining will be deducted in full from subsequent paychecks until the wage advance is fully prepaid. Such deductions may take the Employee's pay below minimum wage for the pay period(s) in question. If an Employee uses a company credit card for any other type of unauthorized transaction in violation of this policy, i.e., incurs financial liability on the Company's part that is not within the scope of the Employee's duties or the Employee's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that Employee, and the Employee will be expected to reimburse the Company via deductions from pay until the unauthorized amount is fully repaid. Such deductions will be in the amount of the unauthorized purchase(s), but if a deduction for such amount would take the Employee below minimum wage for the workweek in question, the deductions will be in two or more equal increments that will not take the Employee's pay below minimum wage for any workweek involved.

In addition to financial responsibility and liability for wage deductions, any purchases an Employee makes with a company credit card in violation of this policy will result in disciplinary action, up to and possibly including termination of employment, depending upon the severity and repeat nature of the offense.

**4.15 PUBLIC IMAGE AND PERSONAL APPEARANCE**

**Image is everything.** All Employees, acting as mature individuals working in a business environment, are expected to maintain high standards of personal appearance and cleanliness, and in so doing, dress and groom themselves in a fitting manner. As a representative of **COMPANY NAME**, every Employee has an obligation to project a clean, well-groomed, professional image to consumers and the community at large. When representing the Company, grooming and dress should be in a manner consistent with the position held, especially during any interaction with any **COMPANY NAME** customers, clients, patrons, vendors, and visitors. Appearance and dress should not be offensive to the customers, clients, patrons, vendors, and visitors, or other Employees at any time. Appearance should be clean and appropriate, which includes styled hair and clean-shaven or trimmed facial hair. Personal hygiene must be exceptional.

Management reserves the right to ask an Employee to go home and change his or her attire if it feels that such attire does not represent the image (casual or otherwise) of **COMPANY NAME**. Employees will not be paid for this time away from work.

The following items are considered inappropriate working attire. Examples of inappropriate attire include, but are not limited to:

* NO STRETCH PANTS OR LEGGINGS unless you have a dress/skirt that comes to the length of your longest fingertip (middle finger) when placed by your side;
* NO SWEATpants or shirts (sweat jackets are allowed but not as primary clothing);
* NO HOLES (from wear and tear);
* TEARS OR RIPS;
* NO CLEAVAGE;
* NO TANK TOPS (shoulders must be covered);
* NO SHORTS ABOVE THE TOP OF YOUR KNEE;
* NO SHORT SKIRTS (skirts must be no shorter than the top of the employee's knee);
* NO BARE FEET (shoes must be worn at all times);
* NO OFFENSIVE BODY ODORS; and/or
* NO UNKEPT APPEARANCES (wrinkled clothing, dirty or messy physical presentation).

Generally, Employees should maintain a clean and neat appearance and should refrain from wearing stained, wrinkled, frayed, or revealing clothing to the workplace. Employees are urged to use their discretion when determining what is appropriate to wear to work. Employees who wear inappropriate attire to work may be sent home to change their clothing.

Employees for whom a uniform has been provided must wear the appropriate uniform. Alterations to uniforms are allowed only if prior approval has been obtained from a Supervisor and the alteration is only for purposes of a better fit. Uniforms must be neat, clean, and pressed at all times. Missing buttons should be replaced, and tears or holes mended before wearing the uniform. Nametags may be required as part of the uniform on certain occasions. Should nametags be required, they must be visible on the Employee at all times during working hours.

**COMPANY NAME** understands that in certain situations, the Company may need to make exceptions to this policy based on an Employee’s religion, disability, or other characteristic protected under Federal, State, or Local law. In accordance with all applicable laws, the Company will make every effort to provide reasonable accommodation as necessary unless doing so would cause an undue hardship on **COMPANY NAME**

### **4.16 PUBLICITY/STATEMENTS TO THE MEDIA**

All media inquiries regarding the position of the Company as to any issues must be referred to the **PRESIDENT/CEO/DIRECTOR/OWNER**. Only the **PRESIDENT/CEO/DIRECTOR/OWNER** is authorized to make or approve public statements on behalf of the Company. No Employees, unless specifically designated by the **PRESIDENT/CEO/DIRECTOR/OWNER** are authorized to make those statements on behalf of Company. Any Employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the **PRESIDENT/CEO/DIRECTOR/OWNER**.

**4.17 GAMBLING\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Gambling is not permitted on Company property during work hours, during breaks, during lunch periods in the Company cafeteria, while traveling on Company business, at company functions, or while entertaining clients.

Company facilities may not be used to gamble. Gambling paraphernalia is not permitted on **COMPANY NAME** facilities or in Company vehicles. Gambling includes, but is not limited to, poker, horse betting, fantasy football bets, etc.

Any drawings, contests, or similar advertising promotions are to be approved by Management to ensure the promotion is not an illegal lottery.

Employees desks, lockers, vehicles, Internet usage, email, and all other company property used for the completion of ones’ job may be inspected to ensure compliance with this policy. Employees are expected to cooperate with any investigation and Employees who violate this policy are subject to discipline, up to and including termination.

**4.18 TOBACCO PRODUCTS**

**COMPANY NAME** maintains a smoke- and tobacco-free facility. No smoking or other use of any other tobacco product and the use of oral tobacco products or “spit” tobacco is permitted in any part of the business. Smoking and vaping are prohibited in all enclosed areas within workplace without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, Company-owned or leased vehicles and all other enclosed facilities.

**4.18.1 Definitions:**

* **Smoking** - refers to the use of traditional tobacco products. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices. These are commonly called e-cigarettes, e-pipes, e-hookahs, and e-cigars.
* **Background** - To date, e-cigarettes and similar devices are not regulated by the U.S. Food and Drug Administration (FDA) and are not approved as cessation aids. The FDA has, however, concluded that e-cigarette pose health risks and contain detectable levels of carcinogens and toxic chemicals. At this time, e-cigarettes are not considered a safe alternative to smoking, and no scientific evidence has shown that they help smokers quit.

Employees may smoke outside in designated areas during breaks. When smoking or otherwise using tobacco or similar products outside, do not leave cigarette butts or other traces of litter or tobacco use on the ground or anywhere else.  Please dispose of any litter properly in the receptacles provided for that purpose.

Employees may not have the smell of tobacco smoke about their persons during work hours or while on Company business. In general, Employees should not use or consume any substance, the effects, or traces of which could interfere with the Employee’s presentation of a clean and professional appearance to customers, clients, patrons, vendors, and visitors, and the public in general.

**4.19** **SUBSTANCE ABUSE**

No Employee shall work, report to work or be present on **COMPANY NAME** premises, in Company vehicles or engage in Company activities while under the influence of alcohol or controlled substances which significantly affects job safety or performance. The unlawful manufacture, distribution, dispensation, possession, sale or use of alcohol or controlled substances while employed with **COMPANY NAME** is also strictly prohibited. Any violation of this substance abuse policy may result in disciplinary action, up to and including discharge. Legally prescribed medications/drugs may be taken during working hours; however, Employees should notify their Supervisors if the use of prescribed medications/drugs might affect their performance or constitute a danger or threat to other Employees or if they believe they need a reasonable accommodation when using such medication. Abuse of prescription medications/drugs will not be tolerated.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of the Employee's personal property in certain circumstances, as well as Company-issued desks or other suspected areas of concealment.

The Company conducts pre-employment screening examinations designed to prevent the hiring of individuals who use illegal drugs. The Company also may conduct drug and alcohol testing if and when there is reasonable cause to suspect an Employee is under the influence of drugs and/or alcohol while on Company property. An Employee's refusal to submit to the test at the time requested may result in disciplinary action up to and including termination. Additionally, the Company reserves the right to conduct unannounced substance abuse tests to ensure compliance with this policy and Employees continued employment reflects consent to such tests. Further, any Employee involved in a work-related accident may be re­quired to consent and submit to a drug and/or alcohol test(s) immediately thereafter. If, due to injuries, the Employee cannot submit to testing, the Employee will provide the Company with necessary authorization required to obtain hospital reports and other documents that would indicate the presence of any drugs or alcohol in the Employee’s system at the time of the accident.

Company, customers, clients, patrons, and vendor sponsored activities which may include the service of alco­holic beverages are not prohibited under this policy. However, all Employees are viewed as representatives of the Company, whether at work or participating in these events. The Company expects that such consumption will be in moderation so as not to reflect negatively on **COMPANY NAME**’s professional reputation. An Employee should not operate a motor vehicle or otherwise engage in any hazardous activity if the alcohol consumed would im­pair their ability to safely perform those functions. Full compliance with this substance abuse policy is a condition of employment and continued employment.

**COMPANY NAME** is committed to providing a safe and productive workplace for its Employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary Employees. The rules apply during working hours to all Employees of **COMPANY NAME** while they are on Company premises or elsewhere on Company business:

* The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on Company property is prohibited;
* Being under the influence of illegal drugs, alcohol, or substances of abuse on Company property is prohibited;
* Working while under the influence of prescription drugs that impair performance is prohibited; and/or
* So that there is no question about what these rules signify, please note the following definitions:
  + **COMPANY NAME** property: All Company owned, or leased property used by Employees;
  + Controlled substance of abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended;
  + Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user;
  + Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance;
  + Illegal drug: Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any Federal, State, or Local law or regulation;
  + Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician;
  + Inhalants used illegally; and/or
  + Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation of **COMPANY NAME**’s policy on drugs and may subject an Employee to disciplinary action, up to and including immediate termination.

* Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment;
* Working or reporting to work, conducting Company business or being on Company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

**4.20 HARASSMENT, INCLUDING SEXUAL HARASSMENT**

**COMPANY NAME** is committed to a work environment in which all individuals are treated with respect. **COMPANY NAME** will provide a work environment free of sexual harassment and other harassment or intimidation whether it is based on gender, race, color, religion, national origin, age or disability or any other protected classification under Federal, State, or Local law.

Sexual harassment is a form of discrimination and is prohibited by law. For purposes of this policy sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

* Submission to such conduct is made either explicitly or implicitly a term or condition of employment; and/or
* Submission or rejection of the conduct is used as a basis for making employment decisions; or, the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Sexual and unlawful harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are not limited to:

* Unwanted sexual advances or requests for sexual favors;
* Sexual or derogatory jokes, comments, or innuendo;
* Unwelcomed physical interaction;
* Insulting or obscene comments or gestures;
* Offensive email, voicemail, or text messages;
* Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons;
* Making or threatening reprisals after a negative response to sexual advances;
* Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons, or posters;
* Verbal sexual advances or propositions;
* Physical conduct that includes touching, assaulting, or impeding or blocking movements
* Abusive or malicious conduct that a reasonable person would find hostile, offensive, and unrelated to the Company’s legitimate business interests;
* Any other visual, verbal, or physical conduct or behavior deemed inappropriate by the Company.

Sexual harassment or any other form of harassment or intimidation is a violation of **COMPANY NAME** policy and is strictly prohibited.

**COMPANY NAME** will oversee an investigation of any harassment complaints in a confidential and timely manner. Employees engaged in any form of harassment or intimidation will be subject to disciplinary action, up to and including termination of employment. It is important that the work environment be conducive to effective job performance and free of harassment and intimidation. After an investigation, the Company will take, if necessary, prompt, and appropriate remedial action. Any Employee complaining of harassment shall be advised, in writing, of the outcome of the investigation and shall be required to acknowledge, in writing, his or her understanding of same.

If an Employee believes they have been the victim of harassment, or know of another Employee who has, report it immediately to the Supervisor, Management or Human Resources Representative. Employees can raise concerns and make reports without fear of reprisal.

Any Employee or Supervisor who becomes aware of possible harassment should promptly advise Management who will handle the matter in a timely and confidential manner.

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially.

Any Employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

**4.21 WORKPLACE VIOLENCE**

**COMPANY NAME** strictly prohibits workplace violence, including any act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, customers, clients, patrons, vendors, and/or visitors.

Prohibited actions, include, but are not limited to the following examples:

* Physically injuring another person;
* Threatening to injure another person;
* Engaging in behavior that subjects another person to emotional distress;
* Using obscene, abusive, or threatening language or gestures;
* Bringing an unauthorized firearm or other weapon onto Company property;
* Threatening to use or using a weapon while on Company premises, on Company-related business, or during job-related functions; and/or
* Intentionally damaging property.

All threats or acts of violence should be reported immediately to a Supervisor or Management. Employees should warn their Supervisors or Management of any suspicious workplace activity that they observe or that appears problematic.  Employee reports made pursuant to this policy will be kept confidential to the maximum extent possible. **COMPANY NAME** will not tolerate any form of retaliation against any Employee for making a report under this policy.

**COMPANY NAME** will take prompt remedial action, up to and including immediate termination, against any Employee found to have engaged in threatening behavior or acts of violence.

**4.22 OFF DUTY CONDUCT**

**COMPANY NAME** prohibits conduct unbecoming, immoral or illegal which affect the Employee's relationship to his or her job, fellow Employees, Supervisors, and/or **COMPANY NAME** products, property, reputation, or good will in the community on Company premises. The same expectations behavior on duty apply to behavior off duty while on Company premises.

In general, how Employees decide to lead their lives when off-duty is a private matter. However, the way in which Employees conduct and present themselves off-duty can also have a significant impact on **COMPANY NAME**, its business, reputation, products, customer, client, patron, vendor relations, and workplace environment.

Accordingly, while **COMPANY NAME** respects Employee’s personal freedoms, the Company also has a legitimate interest in establishing standards of off-duty conduct and holding workers accountable for following those standards, including through the use of discipline where necessary.

While the list is not intended to be all encompassing, some examples of off-duty conduct subject to discipline and will be considered a work-related matter subject to discipline if it:

* Harms the Company’s reputation or products;
* Has consequences that render an Employee unable to perform his or her job or any part of his or her job effectively;
* Leads other workers to refuse, be reluctant to or unable to work with Employee;
* Makes the Employee guilty of a serious breach of Local, State, or Federal law; and/or
* Makes it difficult for **COMPANY NAME** to manage its operations and/or direct its workforce efficiently.

Violations of the Company’s off-duty standards of conduct that meet the above criteria will be treated like a disciplinary infraction committed on-duty and subject to discipline up to and including termination.

The Employee must report to the Supervisor, Management or Human Resources as soon as possible if he or she is arrested, detained, or charged with a violation under Local, State, or Federal laws.

**4.23 CORRECTIVE ACTION**

**COMPANY NAME** holds each of its Employees to certain work rules and standards of conduct (see Section 4). When an Employee deviates from these rules and standards, it is the Supervisor’s responsibility to take corrective action. Corrective action at **COMPANY NAME** is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The purpose of the corrective action policy is to correct the problem, prevent recurrence and prepare the Employee for satisfactory service in the future. The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment.

In deciding which initial corrective action would be appropriate, a Supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the Employee’s previous record. When it is apparent that the steps in the policy are not achieving a desirable result, it is occasionally necessary to proceed to the later stages more rapidly than initially anticipated. This policy states that **COMPANY NAME** specifically reserves the right to suspend any and all steps of the Corrective Action policy and to terminate employment “at-will” in regard to violation of this policy. Though committed to a progressive approach to corrective action, **COMPANY NAME** considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to:

* Theft in any form;
* Insubordinate behavior;
* Vandalism or destruction of Company property;
* Falsification of Employee records;
* Workplace violence;
* Use of Company equipment and/or Company vehicles without prior authorization by the Company;
* Untruthfulness about personal work history, skills, or training;
* Divulging Company business practices;
* Falsification or alteration of an attendance record;
* Misrepresentations of **COMPANY NAME** to customers, clients, patrons, vendors, visitors, and/or the general public, or an Employee;
* Misrepresentation of Employee’s position/title and associated duties;
* Use of abusive, intemperate, or foul language during working hours;
* Negligence or deliberate destruction, misuse, or theft of Company property or the property of another Employee, customer, client, patron, patient, and/or visitor;
* Unauthorized possession, use, copying, or reading of Company records, or disclosure to unauthorized persons;
* Unauthorized handling, possession, or use of narcotics or drugs;
* Bringing, possessing, or reporting for duty under the influence of intoxicating beverages or drugs on Company property;
* Immoral, illegal, or indecent conduct;
* Fighting, inflicting, or threatening bodily harm to customers, clients, patrons, visitors, and/or other Employees;
* Willful or deliberate neglect of duty;
* Rude or discourteous behavior directed towards a customer, client, patron, vendor, visitor, and/or co-worker;
* Not following the guidelines as set up in the Company’s Safety Manual; and/or
* Any illegal or misuse of prescriptions.

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| **SECTION 5 – WAGE AND SALARY POLICIES** |

**5.1 TIMEKEEPING**

Employees must record the actual time worked for payroll and benefit purposes by the method prescribed by **COMPANY NAME**. Non-exempt Employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by Management.

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

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

Non-exempt employees may not start work until their scheduled starting time. Employees are allowed to clock in no more than five (5) minutes prior to the shift start time. Anything earlier is against Company policy. If an Employee is not clocked in by the shift start time, he or she is considered late.

It is the Employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a Supervisor, who will attempt to correct legitimate errors.

**5.2 OVERTIME**

The Company complies with the requirements of the Fair Labor Standards Act and any applicable

Local and State law with respect to wages and hours. Salaried Employees are subject to deductions from their salaries only for lawful reasons.

Like most successful companies, **COMPANY NAME** experiences periods of extremely high activity. During these busy periods, Employees may be required to work overtime. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his or her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

**5.3 PAYDAYS \*\*REVISE WITH COMPANY SPECIFICS\*\***

Wages & compensation will be paid WEEKLY/BIWEEKLY/BIMONTHLY/MONTHLY. For purposes of calculating overtime for non-exempt employees, the workweek begins at 12:01 am on Sunday and ends 168 hours later at 11:59 pm on the following Saturday.

All Employees will be notified in writing at the time of hire, the normal hours and wages agreed upon, including benefits payments. Any change in terms of wage payment (such as pay raises, garnishments, and/or judgement, etc.) will have notice given to the Employee, in writing, at least seven calendar days before such change becomes effective.

**5.4 DEDUCTIONS FROM PAY**

Every Employee must fill out and sign a federal withholding allowance certificate, IRS form W-4, on or before his or her first day on the job. Employees are expected to comply with the form’s instructions. The form must be completed in accordance with federal regulations. An Employee may fill out a new W-4 form any time his or her circumstances change. In certain situations, questions regarding the propriety of claimed deductions may be referred to the IRS. In addition, all Employees are required to complete a Form I-9 verifying their identity and eligibility for work in accordance with the Immigration Reform Control Act of 1986.

Under Federal and State law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

* full-day absences for personal reasons;
* full-day absences for sickness or disability;
* full-day disciplinary suspensions for infractions of our written policies and procedures;
* family and Medical Leave absences (either full- or partial-day absences);
* to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
* the first or last week of employment in the event the employee works less than a full week; and
* any full work week in which the employee does not perform any work.

All deductions from an Employee’s wages will be made in accordance with applicable Local, State, and Federal law and, when required, the Employee’s consent. Deductions may be made from an Employee’s wages for Social Security taxes, Federal and State income taxes, a portion of health, dental of life insurance premiums; voluntary contributions to a 401(k) or pension plan, child support, garnishment, and assignment of wages, as applicable.

If an Employee causes damage to or loss of Company property due to gross negligence, dishonest or willful acts (i.e. theft), or intentional misconduct to cause damage, then a deduction will be made in accordance with State and Federal laws. The deduction will not bring the Employee’s hourly pay rate below the minimum wage rate, therefore multiple withholdings may be made to obtain the balance due.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

* Partial day absences for personal reasons, sickness, or disability;
* An absence because the employer has decided to close a facility on a scheduled workday;
* Absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
* Any other deductions prohibited by Local, State, or Federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness, or disability.

Employees will be notified, in writing, of deductions due to court orders, such as child support or garnishments, etc. at least seven (7) prior to the pay period in which the deductions may occur.

If the Employee believes he or she has been subject to any improper deductions, the Employee should immediately report the matter to a Supervisor. If the Supervisor is unavailable or if the Employee believes it would be inappropriate to contact that person (or if the Employee has not received a prompt and fully acceptable reply), he or she should immediately contact Finance or any other Supervisor in **COMPANY NAME** with whom the Employee feels comfortable.

Deductions not taken for any pay period may be carried over to succeeding pay periods and deducted from the wages due in the succeeding pay period to the extent allowed by law.

Employees who object to any deduction should contact the Supervisor or Director of Human Resources. **COMPANY NAME** will promptly correct any deductions made in error or not permitted by applicable law.

### **5.5 TRAVEL TIME FOR NON-EXEMPT EMPLOYEES**

Commute from home to work, and vice versa at the end of the workday, is not considered hours worked.

To the extent that an Employee performs work while traveling (e.g., preparing for a meeting, reviewing documents, making telephone calls), this time constitutes hours worked even if the travel time would otherwise not be compensable. In addition, if an Employee is required to travel as an assistant or helper, the travel time counts as hours worked.

**Travel Not Involving an Overnight Stay (Day Trips)**

With certain exceptions, hours spent in authorized travel on Company business – when an overnight stay is not required – is considered time worked for pay purposes. Exceptions: No compensation is needed for mealtimes and commuting time between an employee's home and the airport, railroad, or bus station.

**Travel Involving an Overnight Stay**

When Employees are required to take a trip that keeps them away from home overnight, the U.S. Department of Labor considers all time spent in "travel status." This includes time spent "in transit" during the Employee's regular working hours and in the regular workweek and is considered hours worked for pay purposes. Travel hours on Saturdays, Sundays and holidays matching up to an Employee’s normal working hours on other days of the week also must be counted as time worked. However, meal periods may be excluded. The U.S. Department of Labor’s Wage-Hour Division states that, as an enforcement policy, it will not treat as compensable hours the time that an Employee spends traveling “away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, etc.”

Also, when an Employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within the normal work hours.

**Travel between Work Locations**

Once Employees start their workday, all time spent traveling as part of Employees main activities must be counted as hours worked. Where an Employee’s job involves traveling from one workplace to another after reporting for the day’s work, the travel time must be counted as hours worked.

**Driving on Behalf of the Company**

With the exception of commuting between home and work, driving a vehicle on behalf of the Company is compensable, regardless of whether the travel takes place within or outside normal work hours. The act of driving is considered a manual labor activity which needs to be counted as hours worked. Time spent by the Employee in picking up other passengers and transporting them to a specific location is work time and therefore compensable. Time spent by passengers traveling in a car outside the normal workday hours is not compensable. To the extent that passengers perform work while traveling (e.g., preparing for a meeting, reviewing documents, making telephone calls), this time constitutes hours worked even if the travel time would otherwise not be compensable.

**Attending Social Events and Meetings for the Company**

If an Employee is required to attend meals or social events for the Company, the time is counted as hours worked.

**Attending Training and Seminars**

Attendance at lectures, meetings, training programs and similar activities are viewed as working time unless all of the following criteria are met:

* Attendance is outside of the Employee’s regular working hours;
* Attendance is, in fact, voluntary;
* The course, lecture, or meeting is not directly related to the Employee’s job; and
* The Employee does not perform any productive work during such attendance.

**Travel Involving Non-Workdays and Holidays**

Time spent "in transit" on days that are not (a) regularly scheduled workdays for the Employee and/or (b) Institute holidays during hours corresponding to the Employee's regular working hours should be counted as time worked for pay purposes.

Time spent on personal activities (e.g., eating or sleeping) on Saturdays, Sundays, and holidays, but not while "in transit," is not counted as time worked for pay purposes, provided the Employee has no work duties or responsibilities.

**Sleeping Periods While "In Transit"**

Time required to be "in transit" during the customary sleeping period (typically 11 p.m. to 7 a.m.) is counted as time worked, unless the Employee has adequate sleeping accommodations and can occupy the accommodations for an uninterrupted period of no less than six (6) hours

### **5.6 SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES**

### It is **COMPANY NAME** policy and practice to accurately compensate employees and to do so in compliance with all applicable Local, State, and Federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

 Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours, they may work for **COMPANY NAME**. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

**5.7 WAGE OR SALARY INCREASES**

Each Employee’s hourly wage or annual salary will be reviewed at least once each year. The Employee’s review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review or at any other time determined by the Company. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion, at management’s discretion.

For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully. Should salary adjustments be made, they are made on the basis of merit, performance, increased ability, experience, and responsibility of the position; also, for attendance, accuracy, reliability, judgment, and initiative.

The evaluation will be conducted by the Supervisor and the Employee will sign the evaluation and it will be retained in the Employee file. If the Employee would like to appeal the evaluation, they are welcome to provide a written response for the Management’s review.

Although the Company’s salary ranges and hourly wage schedules will be adjusted on an ongoing basis, **COMPANY NAME** does not grant “cost of living” increases. Performance is the key to wage increases.

### 

### **5.8 PRINTED PAYCHECKS & DIRECT DEPOSIT**

### Employees will receive wages either by Direct Deposit, cash, or check. The Company strongly encourages employees to use direct deposit. Authorization forms are available from Management.

Paychecks will be given only to the Employee, unless he or she requests that they be mailed, or authorize in writing another person to accept the check.

### **5.9 SALARY ADVANCES**

**COMPANY NAME** does not permit advances on paychecks or against accrued paid time off. Exceptions can be made at the discretion of the **PRESIDENT/CEO/DIRECTOR/OWNER**.

|  |
| --- |
| SECTION 6 – BENEFITS & SERVICES |

**COMPANY NAME** offers a benefits program for its regular full-time Employees. However, the existence of these programs does not signify that an Employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

**6.1 SOCIAL SECURITY/MEDICARE**

**COMPANY NAME** withholds income tax from all Employees' earnings and participates in FICA (Social Security) and Medicare withholding, and matching programs as required by law.

**6.2 WORKER’S COMPENSATION**

In accordance with state law, **COMPANY NAME** will carry Workman’s Compensation, which pays for lost time and medical expense due to on-the-job accidents.

Employees who are injured on the job at **COMPANY NAME** are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to Employees and cover any injury or illness sustained in the course of employment that requires medical treatment.

Employees who sustain work-related injuries or illnesses must notify their Supervisor immediately so that **COMPANY NAME** can notify the workers' compensation insurance carrier as soon as possible. Consistent with applicable state law, failure to report an injury within 24 hours could jeopardize the claim. All job-related accidents or illnesses must be reported to an Employee's Supervisor immediately upon occurrence. Supervisors must then immediately contact the Director of Human Resources to obtain the required claim forms and instructions. Employees should alert Management to any condition that lead to or could lead or contribute to an Employee accident. Additionally, the Company will attempt to provide a reasonable accommodation which is medically necessary, feasible and does not impose an undue hardship on the Company as prescribed by applicable Local, State, or Federal law.

Lost time or medical expenses incurred as a result of an accident or injury which occurred while an Employee was on the job will be compensated for in accordance with workers' compensation laws. This protection is paid for in full by the Company. No premium is charged for this coverage and no individual enrollment is required. **COMPANY NAME** will provide medical care and a portion of lost wages through our insurance carrier.

**6.3 HOLIDAYS \*\*REVISE WITH COMPANY SPECIFICS\*\***

There are 9 regular paid holidays each year.

New Year’s Day Black Friday

Memorial Day Christmas Eve

Independence Day Christmas Day

Labor Day New Year’s Eve

Thanksgiving

When holidays fall or are celebrated on a regular workday, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of the Company.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the Company.

**6.4 MEDICAL/VISION/DENTAL INSURANCE**

**REQURED FOR COMPANIES WITH 50 OR MORE EMPLOYEES**

**\*\*SECTION MAY BE REMOVED IF NOT APPLICABLE\*\***

Full-time employees may participate in the Company's insurance programs. Under these plans, eligible employees will receive comprehensive health insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, Employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to Human Resources if an Employee has any further questions.

*Note,* ***COMPANY NAME*** *reserves the right to alter, amend or discontinue this healthcare benefit or any other benefits as it may, in its sole discretion, determined to be necessary and appropriate.*

**6.5 COBRA \*\*REQUIRED FOR COMPANIES WITH 20+ EMPLOYEES\*\***

If an Employee’s employment at **COMPANY NAME** ends, he or she may have a right to temporarily continue Company benefits coverage.

The right to continue benefits coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Once **COMPANY NAME** employment ends (for any reason other than gross misconduct), COBRA continuation coverage will be offered to an Employee and any qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

Any Employee who has been continuously insured for at least six (6) months and whose coverage has been terminated for any reason other than non-payment of premium is eligible for continuation of coverage under the South Carolina Health Care Continuation Act.

To enroll in COBRA continuation coverage or get answers to your COBRA questions please see management.

**6.6 401K/RETIREMENT/PENSION \*\*SECTION MAY BE REMOVED IF NOT APPLICABLE\*\***

Eligible employees are able to participate in the Company's retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, the employee will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to Human Resources if there are any further questions.

**6.7 PAID TIME OFF (PTO) \*\*REVISE TO COMPANY SPECIFICS\*\***

**THIS POLICY PROVIDES FOR VACATION/SICK/PERSONAL TIME UNDER AN INCLUSIVE PTO POLICY.**

The Company knows how hard employees work and recognize the importance of providing time for rest and relaxation. **COMPANY NAME** fully encourages employees to get this rest by taking paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

Full-time employees are granted paid time off as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Years of Service** | **Hours Earned per Month** | **Total Days per Year** | **Hours eligible for yearly carry-over** | **Maximum allowable accrual** |
| 0 to 5 years | 10 | 15 | 5 | 20 |
| 5 to 10 years | 12 | 18 | 5 | 25 |
| 10 to 15 years | 13.33 | 20 | 10 | 35 |
| 15+ years | 14.667 | 22 | 10 | 40 |

After a full-time employee has been employed for ninety (90) days they are eligible to start using their PTO. PTO time must be utilized within the calendar in which it is available for use. Employees are eligible to roll over unused time as provided by the above schedule. Any additional hours will be forfeited. If an Employee’s status changes from full time to part time after ninety (90) days, the Employee will be eligible for any unused PTO time.

If an Employee wishes to use three (3) or more full days of paid time off consecutively, the employee must submit a request to his or her Supervisor at least thirty (30) days in advance of the requested time off. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to grant requests, consistent with our operating schedule. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period.

If an Employee will be out of work due to illness or due any other emergency for which notice could not be provided, the employee must call in and notify his or her Supervisor as early as possible, but at least by the start of the employee’s workday. If an Employee calls in sick for themselves or a family member for two (2) or more consecutive days, the Employee is required to provide Human Resources with a doctor's note on the day the Employee returns to work.

Paid time off may be taken at no less than two (2) hours.

Any accrued, unused PTO if forfeited at termination unless otherwise required by law.

**6.7 VACATION, PERSONAL & SICK DAYS \*\*REVISE TO FIT COMPANY SPECIFICS\*\***

**THIS SECTION BREAKS DOWN VACATION, PERSONAL AND SICK TIME INTO DIFFERENT SECTIONS.**

**VACATION**

The Company knows how hard employees work and recognize the importance of providing time for rest and relaxation. **COMPANY NAME** fully encourages employees to get this rest by taking paid time off.

Full-time employees are granted paid vacation as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Years of Service** | **Hours Earned per Month** | **Total Days per Year** | **Hours eligible for yearly carry-over** | **Maximum Accrual Allowed** |
| 0 to 5 years | 6.67 | 10 | 5 | 20 |
| 5 to 10 years | 10 | 15 | 5 | 25 |
| 10 to 15 years | 13.33 | 20 | 10 | 30 |
| 15+ years | 16.667 | 25 | 10 | 40 |

Vacations should be taken during the year accrued, unless otherwise required by law. Accrued, unused vacation time can be carried over to the following calendar year as per the above schedule only if approved by Management.

Every effort will be made to grant the Employee's vacation preference, consistent with our operating schedule. However, if too many Employees request the same period of time off, the Company reserves the right to choose who may take vacation during that period. Employees with the longest length of service generally will be given preference. Vacation requests must be submitted to an Employee's manager at least thirty (30) days in advance of their requested vacation dates.

Vacation may be used only in full-day increments.

Accrued, unused vacation is forfeited upon separation unless otherwise provided by law.

**PERSONAL TIME**

Full-time Employees after completing ninety (90) days of service are eligible to accrue up to three (3) paid personal days per calendar year on a pro-rata basis. However, during the calendar year in which a full-time employee is first hired, those full-time Employees hired after June 30 will be eligible to accrue personal days on a pro-rata basis and to use up to two (2) paid personal days. Any additional personal time that must be taken by eligible Employees generally will be unpaid.

Accrued, unused personal days are forfeited at the end of the calendar year and are not paid out at separation unless otherwise required by law.

Personal days must be used in at least half-day increments.

Personal days must be scheduled at least two weeks in advance. Management reserves the right in its sole discretion to deny any requests.

### **SICK TIME**

### Full-time employees, after completing ninety (90) days of service are eligible to receive up to two (2) paid sick days each year. If an employee will be out of work due to illness, he or she must call in and notify his or her supervisor as early as possible, but at least by one (1) hour before the start of the workday. If the employee calls in sick for two (2) or more consecutive days, he or she will be required to provide their supervisor with a doctor's note on the day he or she returns to work.

 Sick days must be taken during the year they are received and are forfeited at the end of the year

Sick days must be used in at least half-day increments.

### **6.8 PREGNANCY ACCOMODATION & LACTATION BREAKS**

### **\*\*REQUIRED FOR COMPANIES WITH 15 OR MORE EMPLOYEES \*\***

Under the South Carolina Pregnancy Act, employers with fifteen (15) or more Employees are required to provide reasonable accommodations to individuals with medical needs arising from pregnancy, childbirth, or related medical conditions including but not limited to lactation.

Reasonable accommodation may include:

* More frequent or longer breaks;
* Seating or allowing the Employee to sit more frequently;
* Assistance with manual labor;
* Temporary transfer to a less strenuous or less=hazardous vacant position;
* Job restructuring to light duty;
* Modified equipment or devices;
* Modified work schedule.

A doctor’s is required specifying whether the Employee is able to perform the regular duties as outlined in his or her job description and/or Employee limitations to be eligible for reasonable accommodation.

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the Employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the Employee. If the break time cannot run concurrently with rest and meal periods already provided to the Employee, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide Employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. Please consult Management or the Human Resources Department for questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

**6.9 BEREAVEMENT**

In the event of death in the immediate family, Employees will be allowed a leave of three (3) days paid leave immediately following the death for any of the three (3) days that are working days. Members of the immediate family are spouse, parents, stepparents, sisters, brothers, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

Employees must inform their Supervisors prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

**6.10 VOTING LEAVE**

**COMPANY NAME** requests that, whenever possible, Employees vote before or after work hours to avoid interference with business operations. However, if an Employee does not have sufficient time outside of work hours to cast his or her ballot, the Employee may be eligible for time off to vote.

**COMPANY NAME** may specify the hours during which the Employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift unless otherwise mutually agreed.

If there are fewer than two consecutive hours between the opening of the polls and the beginning of an Employee's workday or between the end of an Employee's workday and the closing of the polls, an Employee may take up to two hours of leave to vote on Election Day. To the extent possible, Employees must provide reasonable notice of their need for leave under this policy.

Employees must be prepared to provide **COMPANY NAME** with certification, such as a voter's receipt, to prove that he or she voted.

**6.11 JURY DUTY, WITNESS & VICTIM LEAVE**

**JURY DUTY**

Regular full-time Employees will be eligible for pay during jury service. Such pay will be at an Employee's regular straight-time hourly pay to hourly Employees for their regular scheduled work hours and salaried Employees will receive their regular pay for service as a juror, when such service is documented by the court authorities. The Company reserves the right to limit the amount of paid jury leave.

**Procedure:**

* The Employee shall present the subpoena or other document which gives instructions to report for jury empanelment upon receipt or no later than the next scheduled workday following receipt of subpoena. A copy shall be retained for the personnel file.
* The Supervisor will discuss receipt of jury duty notice with Employee to determine the probable duration of jury duty.
* The Employee will arrange for rescheduling or use of temporary help to accomplish meeting of customer, client, patron, and/or vendors’ needs if necessary, during the Employee's absence.
* The Employee shall report for jury duty each day as instructed by the Court. At times, the Employee may be released from jury service during normal working hours; when this is the case and the Employee was on jury duty for less than three (3) hours, the Employee may be required to report back to work that day. If this occurs, an Employee should first call their Supervisor to see if he or she is needed for the day.

**WITNESS**

An Employee who is subpoenaed and/or acts as a witness in a civil or criminal case, and who will not receive any personal gain from the outcome of the litigation, shall be entitled to court leave with pay for those hours required for the subpoena and/or testimony. Such pay will be at an Employee's regular straight-time hourly pay to hourly Employees for their regular scheduled work hours and salaried Employees will receive their regular pay for service as a witness, when such service is documented by the court authorities. Employee may retain any witness fee and travel expenses received.

**VICTIM**

An Employee who is a victim to a crime and must attend court in relation to the case or in order to obtain an Order of Protection shall receive court leave with pay. Such pay will be at an Employee's regular straight-time hourly pay to hourly Employees for their regular scheduled work hours and salaried Employees will receive their regular pay for service as a juror, when such attendance is documented by the court authorities.

**6.12 EMERGENCY RESPONDER LEAVE**

Employees who act as voluntary emergency medical services personnel and receive no compensation for such service are granted an unpaid leave during times of mobilization in responding to emergency designated by the declaration of a “state of emergency” by either the Governor of South Carolina or the President of the United States.

Employees may use available PTO during this time. Verification of service will be required.

### **6.13 PERSONAL LEAVE**

If Employees are ineligible for any other Company leave of absence, **COMPANY NAME**, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to Human Resources at least three (3) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to six (6) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. Employee may apply any unused PTO time during this leave. **COMPANY NAME** will continue health insurance coverage during the leave if Employees submit their share of the monthly premium payments to the Company each week, subject to the terms of the plan documents.

When the Employee anticipates returning to work, he or she should notify Human Resources of the expected return date in writing. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the Company will attempt to return Employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise Human Resources of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

**6.14 MATERNITY/PATERNITY LEAVE**

**\*\*REQUIRED FOR COMPANIES WITH 15 OR MORE EMPLOYEES\*\***

It is also **COMPANY NAME** policy to comply with all applicable Local, State, and Federal laws, in spirit as well as in specific detail. Should any provision of this policy be found to be inconsistent with an applicable legal requirement, the law shall prevail. All other provisions of this policy that are consistent with the law will remain in effect.

A mother who observes the requirements of this policy is entitled to such leave as her physician may recommend, up to a maximum of three (3) months unpaid leave if she returns to work within three (3) months, she shall be guaranteed a return to her previous position. If she returns after three (3) months and before six (6) months, she will be assigned to any vacant position she is qualified to perform. If no position is available, the employee will resign from the practice.

The purpose of this policy is to provide for the medical and physical requirements of pregnancy, childbirth, and related conditions as well as the care and nurture of an adopted child. If there is any question whether a condition for which leave is sought is related to pregnancy and childbirth, **COMPANY NAME** may request verification from the mother’s physician.

The leave will normally begin when the Employee’s physician states in writing that the mother is no longer able to work because of her condition, or on request of the Employee’s Supervisor. Leave may be granted at an earlier date at the employee’s request, but disability payments if available will not be made until the employee is certified as actually being unable to work.

**COMPANY NAME**, at its discretion, may change the work assignment of an expectant mother when it is necessary for her own safety and that of the child. Any such determination will be made in consultation with the employee’s physician. A transfer for this reason will be made only if a suitable opening is available and there is no harm to the rights of other employees. Should no suitable assignment be available, the employee’s Supervisor may certify that she is no longer physically able to perform her present job, and the period of disability leave may begin.

Any woman who becomes pregnant should notify her Supervisor as soon as possible after a physician confirms the pregnancy. Employees should be encouraged to report pregnancies as early as possible, to better accommodate planning for their absence and return.

Paternity leave may be granted unpaid, to any father for up to six weeks. Any additional time off will not have a guarantee of position availability upon return.

Human Resources will counsel the employee on the benefits and requirements of this policy.

**6.15 BONE MARROW/DONOR LEAVE**

**\*\*REQUIRED FOR COMPANIES WITH 20 OR MORE EMPLOYEES\*\***

Any Employee who wishes to be an a bone marrow and/or organ donor and who accrues annual or sick leave as part of their employment are entitle to leaves of absence with pay for one or more periods not exceeding an aggregate of thirty (30) regularly scheduled workdays in any one fiscal year during which they may engage in the donation of their bone marrow and/or organs.

Saturdays, Sundays, and State holidays may not be included in the (30) day aggregate unless the particular Saturday, Sunday, or holiday to be included is a regularly scheduled workday for the officer or employee involved.

The Employee must show documentation from the attending Physician of the proposed organ donation that confirms the Employee is the bone marrow and/or organ donor before leave is approved.

**6.16 MILITARY LEAVE**

The Company will comply with its obligations for those Employees who serve in any branch of the United States uniformed military services, including providing any necessary time off, in accordance with Local, State, and Federal law.

**COMPANY NAME** grants Employees time off for service, training, and other obligations in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable state law.

All Employees requesting time off for military service must provide advance notice to their immediate Supervisor, unless military necessity prevents such notice, or it is otherwise impracticable. Continuation of health insurance benefits is available during military leave subject to the terms and conditions of the group health plan and applicable law.

Employees are eligible for reemployment for up to five (5) years from the date their military leave began. The period an individual has to apply for reemployment or report back to work after military service is based on time spent on military duty and on applicable law. For reinstatement guidelines, contact Human Resources.

Employees who qualify for reemployment will return to work at a pay level and status equal to that which they would have attained had they not taken military leave. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

**COMPANY NAME** complies with all rights and protections under all applicable state laws granting time off for service, training, and other obligations in the uniformed services. This includes, but is not limited to, benefits entitlement and continuation, notice and recertification requirements, and reemployment application requirements.

In addition to the federal law USERRA, South Carolina law provides the following job protections for members of the National Guard or State Guard:

* An employer may not deprive or obstruct employment in any way to a member of the National Guard due to the individual’s status as a member of the National Guard;
* Reemployment rights to the employee’s previous position or to a position of like seniority, status, and salary upon honorable release from state duty. An employee must apply for reemployment within five days following release from duty (or from hospitalization after release); and/or
* If an employee is no longer qualified for his or her previous employment, the employee must be placed in another position for which he or she is qualified and will provide appropriate seniority, status, and salary.

**6.17 TRAINING AND PROFESSIONAL DEVELOPMENT \*\*SECTION MAY BE REMOVED IF NOT APPLICABLE\*\***

**COMPANY NAME** encourages attendance in classes, school or trade shows in subject matters pertaining to Employee’ trade, profession or job assignments. Some positions may require membership and attendance in various networking groups and business associations.

The Company may reimburse the Employee upon successful completion of subject or class (i.e. final exam, attendance certification, grade, etc.) if requested and approved by Management. To be eligible for reimbursement, permission from Management prior to registration is required. If class is offered during the normal work week, the Employee may be required to use a PTO or an unpaid workday(s) off for classroom instruction.

Also, the Company may require the Employee to participate in mandatory training upon Orientation/On-Boarding and at set times thereafter to comply with Local, State, or Federal regulations. This training is provided free of charge to the Employee and completion of this training will be kept in the Employee’s personnel file. Refusal to complete mandatory training will result in disciplinary action and can lead to termination.

### **6.18 SALARY CONTINUATION (SHORT-TERM DISABILITY)**

**\*\*SECTION MAY BE REMOVED IF NOT APPLICABLE\*\***

**COMPANY NAME** provides enhanced monetary short-term disability benefits to full-time Employees. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

This is not a leave of absence provision. Employees who will be out of work must request a leave of absence. See the Leave of Absence sections of this handbook for more information. Employees will be required to submit medical certification as requested by **COMPANY NAME**. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

### **6.19 EMPLOYEE ASSISTANCE PROGRAM \*\*SECTION MAY BE REMOVED IF NOT APPLICABLE\*\***

### **COMPANY NAME** provides an Employee assistance program for employees. This program offers information to help Employees cope with personal problems he or she may be facing. Further details can be obtained through Management or Human Resources.

**6.20 FAMILY AND MEDICAL LEAVE** 

**\*\*APPLIES TO COMPANIES WITH 50 OR MORE EMPLOYEES\*\***

**\*\*SECTION MAY BE REMOVED IF NOT APPLICABLE\*\***

**The Leave Policy**

 Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Director of Human Resources.

**I. Eligibility**

 FMLA leave is available to "eligible employees." To be an "eligible employee," an Employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

**II. Entitlements**

 As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

**A. Basic FMLA Leave Entitlement**

 The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a 12-month period measured forward from the start date of the employee's first FMLA leave. Leave may be taken for anyone, or for a combination, of the following reasons:

* To care for the Employee's child after birth or placement for adoption or foster care;
* To care for the Employee's spouse, son, daughter, or parent (but not in-law) who has a **serious health condition**;
* For the Employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
* Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Employee from performing the functions of the Employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

**B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

 In addition to the basic FMLA leave entitlement discussed above, an eligible Employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to twenty-six (26) weeks of leave during a single twelve (12)-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single twelve (12)-month period and, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks during the single twelve (12)-month period. The single twelve (12)-month period begins on the first day an eligible Employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current 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 on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible Employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

**C. Intermittent Leave and Reduced Leave Schedules**

 FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, Employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the Employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

**D. No Work While on Leave**

 The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

**E. Protection of Group Health Insurance Benefits**

 During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

**F. Restoration of Employment and Benefits**

 At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

**G. Notice of Eligibility for, and Designation of, FMLA Leave**

 Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, Employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the Employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the Employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

**III. Employee FMLA Leave Obligations**

**A. Provide Notice of the Need for Leave**

 Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such Employee notices.

**1. Content of Employee Notice**

 To trigger FMLA leave protections, employees must inform Director of Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, Employees might explain that:

* a medical condition renders them unable to perform the functions of their job;
* they are pregnant or have been hospitalized overnight;
* they or a covered family member are under the continuing care of a health care provider;
* the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
* if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If Employees fail to explain the reasons for FMLA leave, the leave may be denied. When Employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

**2. Timing of Employee Notice**

 Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

**B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

 When planning medical treatment, Employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an Employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the Employees, subject to the approval of an Employee's health care provider. If Employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require Employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When Employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the Employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer Employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the Employees are qualified and which better accommodate recurring periods of leave.

When Employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and Employee shall attempt to work out a leave schedule that meets the Employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

**C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

 Depending on the nature of FMLA leave sought, Employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification,** and a **return to work/fitness for duty certification**.

It is the Employee's responsibility to provide the Company with timely, complete, and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, Employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an Employee's diligent, good faith efforts. The Company will inform Employees if submitted medical certifications are incomplete or insufficient and provide Employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to Employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the Employee's permission, the Company (through individuals other than an employee's direct Supervisor) may contact the Employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA medical certifications.

**1. Initial Medical Certifications**

 Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, Employees should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require Employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require Employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the Employee.

**2. Medical Recertifications**

 Depending on the circumstances and duration of FMLA leave, the Company may require Employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify Employees if recertification is required and will give Employees at least 15 calendar days to provide medical recertification.

**3. Return to Work/Fitness for Duty Medical Certifications**

 Unless notified that providing such certifications is not necessary, Employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company with medical certification confirming they are able to return to work and the Employees' ability to perform the essential functions of the Employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until Employees provide return to work/fitness for duty certifications.

**D. Submit Certifications Supporting Need for Military Family Leave**

 Upon request, the first time Employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require Employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by Employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

**E. Substitute Paid Leave for Unpaid FMLA Leave**

 Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an Employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

**F. Pay Employee's Share of Health Insurance Premiums**

 During FMLA leave, Employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies Employees of other arrangements, whenever Employees are receiving pay from the Company during FMLA leave, the Company will deduct the Employee portion of the group health plan premium from the Employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through time they return.

The Company's obligation to maintain health care coverage ceases if an Employee's premium payment is more than 30 days late. If an Employee's payment is more than 15 days late, the Company will send a letter notifying the Employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If Employees do not return to work within 30 calendar days at the end of the leave period (unless Employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

**IV. Questions and/or Complaints about FMLA Leave**

 If an Employee has questions regarding this FMLA policy, please contact Director of Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Director of Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

**V. Coordination of FMLA Leave with Other Leave Policies**

 The FMLA does not affect any Local, State, or Federal law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact MANAGEMENT/HUMAN RESOURCES.

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| **SECTION 7 – EMPLOYEE COMMUNICATIONS** |

**7.1 STAFF MEETINGS**

Periodically staff meetings will be held. These informative meetings allow Employees to be informed on recent Company activities, changes in the workplace and Employee recognition. Attendance is required, and non-exempt Employees will be compensated.

**7.2 INTERNAL COMMUNICATIONS**

Effective and ongoing communication within **COMPANY NAME** is essential. As such, the Company maintains systems through which important information can be shared among Employees and Management.

Bulletin boards are posted in designated areas of the workplace to display important information and announcements. In addition, **COMPANY NAME** uses the Intranet and email to facilitate communication and share access to documents. For information on appropriate email and Internet usage, Employees may refer to the Computer, Email, and Internet Usage policy.

All Employees are responsible for checking internal communications on a frequent and regular basis. Employees should consult their Supervisor with any questions or concerns on information disseminated.

### **7.3 SOLICITATION & DISTRIBUTION**

To avoid distractions, solicitation by an Employee of another Employee is prohibited while either Employee is on work time. "Work time" is defined as the time an Employee is engaged, or should be engaged, in performing his or her work tasks for **COMPANY NAME** Solicitation of any kind by non-Employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-Employees on Company premises is prohibited at all times.

**7.4 ANTI-RETALIATION – WHISTLEBLOWER PROTECTIONS**

This policy is designed to protect Employees and address **COMPANY NAME**’s commitment to integrity and ethical behavior. In accordance with anti-retaliation and whistleblower protection regulations, **COMPANY NAME** will not tolerate any retaliation against an Employee who:

* Makes a good faith complaint, or threatens to make a good faith complaint, regarding the suspected Company or Employee violations of the law, including discriminatory or other unfair employment practices;
* Makes a good faith complaint, or threatens to make a good faith complaint, regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting;
* Makes a good faith report, or threatens to make a good faith report, of a violation that endangers the health or safety of an Employee, customer, client, patron, vendor, environment, or general public;
* Objects to, or refuses to participate in, any activity, policy, or practice, which the Employee reasonably believes is a violation of the law;
* Provides information to assist in an investigation regarding violations of the law; or
* Files, testifies, participates, or assists in a proceeding, action, or hearing in relation to alleged violations of the law.

Retaliation is defined as any adverse employment action against an Employee, including, but not limited to, refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment.

Anyone found to have engaged in retaliation or in violation of law, policy or practice will be subject to discipline, up to and including termination of employment. Employees who knowingly make a false report of a violation will be subject to disciplinary action, up to and including termination.

Employees who wish to report a violation should contact their Supervisor or the **COMPANY NAME** directly. Employees should also review their state and local requirements for any additional reporting guidelines. The Company will promptly and thoroughly investigate and, if necessary, address any reported violation. Employees who have any questions or concerns regarding this policy and related reporting requirements should contact their Supervisor or the Director of Human Resources.

**7.5 PROCEDURE FOR HANDLING COMPLAINTS**

Under normal working conditions, Employees who have a job-related problem, question or complaint should first discuss it with their immediate Supervisor. At this level, Employees usually reach the simplest, quickest, and most satisfactory solution. If the Employee and Supervisor do not solve the problem, **COMPANY NAME** encourages Employees to contact the Director of Human Resources.

# EEO and Harassment Complaint Procedure: If the Employee feels that he or she has experienced or witnessed harassment, discrimination or unlawful or inappropriate treatment, the Employee is to notify immediately (preferably in writing and within twenty-four (24) hours) the COMPANY NAME at the Company’s corporate office. The Employee will be contacted promptly about his or her complaint. The Company forbids retaliation against anyone who has made a complaint.

To the extent practicable and appropriate, the Company will keep complaints and the terms of its resolution confidential. The Company will take corrective action as appropriate, including such discipline up to and including immediate termination of employment. The Employee will be notified as to the outcome of the complaint. The Company will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. The Company recognizes that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals falsely accusing another of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation

**EMPLOYEE HANDBOOK ACKNOWLEDGEMENT OF RECEIPT**

I acknowledge that I have received a copy of the **FULL LEGAL COMPANY NAME** Employee Handbook revised **DATE**. I understand that this handbook replaces any and all prior verbal and written communications regarding **COMPANY NAME** working conditions, policies, procedures, appeal processes, and benefits.

\_\_\_\_\_ I understand that the working conditions, policies, procedures, appeal processes, and benefits described in this handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an Employee of **COMPANY NAME**.

\_\_\_\_\_ I have read and understand the contents of this Handbook and will act in accord with these policies and procedures as a condition of my employment with **COMPANY NAME**.

\_\_\_\_\_ I have read and understand the policies and procedures as they relate to my compensation, pay and applicable deductions as a condition of my employment with **COMPANY NAME**.

\_\_\_\_\_ I have read and understand the Standards of Conduct expected by **COMPANY NAME** and I agree to act in accord with the Standards of Conduct as a condition of my employment by **COMPANY NAME**.

\_\_\_\_\_ I understand that if I have questions or concerns at any time about the handbook or the Standards of Conduct, I will consult my immediate Supervisor or the Management for clarification.

\_\_\_\_\_ I also acknowledge that the handbook contains an employment-at-will provision that states:

ALL EMPLOYEES OF **COMPANY NAME** ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF THE COMPANY’S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, PRACTICES AND UNDERSTANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

\_\_\_\_\_ Finally, I understand that the contents of this Employee Handbook are simply policies and guidelines, not a contract or implied contract with Employees. The contents of the Employee Handbook may change at any time.

Please read this Handbook and these Employee Standards of Conduct carefully to understand these conditions of employment before you sign this document.

Employee Signature Date

Employee Name (Printed)

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