**Model Labor and Employment Policies**

**For Employee Handbooks**

**Introduction**

Welcome to [Company Name]. We wish you every success here. [Company Name]’s vision and mission are to…We welcome you to our team.

The purpose of this employee handbook is to provide brief information regarding your employment. This handbook was developed to describe some of the expectations we have for all of our employees and to outline the rules, policies and benefits available to eligible employees. It does not attempt to address every possible situation that may arise; it is not a contract and as such, it doesn’t create contractual rights between you and [Company Name]. Your employment with the company is considered to be “at-will” and does not guarantee any specific terms or length of employment. An at-will employment relationship can be terminated at any time with or without cause by either the Company or the employee. All employees are responsible for being familiar and complying with [Company Name]’s rules, policies and practices.

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

**Equal Employment Opportunity**

[Company Name] is committed to equal opportunity and non-discrimination in employment. We believe that all employees and applicants should be treated with courtesy, dignity and respect. At [Company Name] we do not discriminate in employment on the basis of race, color, gender, pregnancy, national origin, ancestry, age, disability, religion, or veteran status. It is our intent to comply with federal and state laws, regulations and guidelines in our employment practices and in our services to customers. All [Company Name] employees share the responsibility of understanding and preventing discrimination and harassment in the workplace. All employees are expected to treat customers and co-workers in a respectful, appropriate manner. Managers and supervisors are responsible for monitoring the workplace for inappropriate conduct, harassment and discrimination and should take immediate steps to correct any such behavior. Each supervisor and manager is required to understand, communicate, and enforce this policy.

Any applicant or current employee who believes that he or she has been subjected to discrimination based upon any of these factors should immediately contact our Human Resources Office. You may also contact the Missouri Commission on Human Rights and/or the federal Equal Employment Opportunity Commission for more information or to file a complaint of discrimination. We will not retaliate against anyone for making or participating in a complaint of discrimination.

**Workplace Harassment**

[Company Name] believes that all employees are entitled to a workplace free of harassment and expects employees to treat each other and customers with courtesy, dignity, and respect. [Company Name] will not tolerate any type of conduct by employees or non-employees that harasses, disrupts, or interferes with another employee’s work productivity or creates an intimidating, offensive, or hostile work environment. Workplace harassment interferes with work productivity and wrongfully deprives employees of the opportunity to work in an environment free from unsolicited and unwelcome sexual overtures, discriminatory intimidation, ridicule, and insult. Workplace harassment is a form of employee misconduct, a prohibited personnel practice, and may be a violation of the law.

All allegations of such conduct will be investigated and, if substantiated, prompt, appropriate disciplinary action taken against offenders. Employees who report such conduct will not be subject to any form of retaliation. Managers and supervisors guilty of retaliatory treatment of any employee reporting such conduct will be subject to disciplinary action. This policy will specifically address sexual harassment separately from other types of workplace harassment.

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitute sexual harassment when submission to such conduct is a term or condition of an individual’s employment or is the basis for employment decisions affecting that person or that creates a hostile, intimidating, or offensive working environment.

Examples of sexual harassment for purposes of this policy include, but are not limited to, the following:

* Coercing sexual favors by threatening to take adverse employment actions or by offering employment rewards;
* In third-party situations, one individual is offended by the sexual interactions, conduct, or communications between others;
* Physical contact or conduct, including sexual flirtations, touching, groping;
* Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, propositions and offensive personal references;
* Inappropriate or sexually suggestive comments about an individual’s personal appearance (e.g., clothing, body);
* The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs; and
* Demeaning, insulting, intimidating, or sexually suggestive or explicit written, recorded, or electronically transmitted messages.

[Company Name] defines sexual harassment the same as federal or state law.

Conduct which is not sexual in nature, but which intimidates, ridicules, or disparages a person because of their race, color, gender, pregnancy, age, national origin, ancestry, religion, disability, or veteran status is also prohibited conduct when it creates a hostile, intimidating, or offensive work environment. This conduct could be verbal, physical, printed, or electronic.

Any employee who believes that the conduct of a supervisor, manager, co-worker, employee, or non-employee constitutes sexual harassment or some other type of workplace harassment as described in this policy has a responsibility to promptlyreport the incident(s). All reports of such conduct will be held in strict confidence and not discussed with anyone without a business-related need to know.

Reports of sexual harassment or other types of harassment may be filed in one of the following ways, whichever is most comfortable to the employee:

* Submit a written account of the incident(s) to the Human Resources

 Office or

* Report the incident(s) verbally or in writing to the employee’s immediate

 supervisor or a higher level of supervision or management.

Employees also have the right to file complaints with the Equal Employment Opportunity Commission, Missouri Commission on Human Rights, or other civil rights enforcement agencies.

Supervisors and managers who receive reports of sexually harassing behavior or other types of inappropriate behavior or who personally witness such conduct by or of [Company Name] employees must immediately contact Human Resources to report the allegations. Failure to immediately report allegations of sexual harassment or other types of harassment that are brought to your attention or that you witness may result in disciplinary action.

**EEO Grievance Procedure**

The EEO grievance process is a means of addressing allegations of discriminatory conduct. This procedure is intended to be a means for resolving bona fide problems regarding discrimination because of race, color, gender, pregnancy, national origin, ancestry, religion, age, disability, or veteran status or retaliation for reporting discrimination or participating in an investigation of a discrimination complaint. To file a formal grievance we ask that you address your concerns in writing and be as specific as possible. Then present your written grievance to the Human Resources Office. They will begin an investigation as soon as possible and make a factual report. The investigation will include interviewing persons that have knowledge of the matter and reviewing any relevant documents. Upon receipt of the complaint alleging harassment, Human Resources will take all appropriate steps to prevent the alleged conduct from continuing pending completion of the investigation. This may mean separating the parties involved pending the outcome of the investigation. If discrimination is found, then appropriate remedial action will be taken. The decision of [Company Name] is final.

Alternate dispute resolution (mediation) may be considered at any time during the grievance process. An employee should indicate his or her interest in mediation if they want to pursue the possibility of settlement. If mediation is selected, then Human Resources will contact all parties named in the complaint to provide the time, date, and place of the mediation session.

**Reasonable Accommodation of Disabilities or Medical Conditions**

In accordance with the Americans with Disabilities Act (ADA) and the Missouri Human Rights Act (MHRA), [Company Name] will provide work-related adjustments or reasonable accommodations to qualified individuals with disabilities or medical conditions that prevent or interfere with performance of their job duties. The process of determining appropriate work adjustments/accommodations is based on interactive communication between management and people with disabilities. Determinations of whether requests for work adjustments/accommodations are reasonable are based on individual circumstances. The ADA and the MHRA require that an individual be able to perform the essential functions of his/her position, with or without reasonable accommodation.

**Disability:** An individual is considered to meet the legal definition of disability if he or she has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

**Reasonable Accommodation:** A reasonable accommodation is a modification or adjustment to a job, the work environment, or the way things usually are done that enables a person with a disability to perform the essential duties of their job.

**Undue Hardship:** An employer is not required to provide an accommodation if it would impose an undue hardship on the operation of the business. The concept of undue hardship includes any action that is unduly costly, extensive, substantial, disruptive, or would fundamentally alter the nature or operation of the business.

**Procedure for Requesting Accommodation:** Any applicant for employment or current employee may request a reasonable accommodation regarding a disability. NOTE: Requests for short-duration changes in work schedules or absences may be covered under the Family and Medical Leave Act (FMLA) and employees may request such leave directly from supervisors. To initiate the request for an accommodation, the individual must complete the Request for Accommodation form or ask Human Resources.

Requests for an accommodation will be processed as quickly as reasonably practicable under the circumstances. After receiving the request, Human Resources will begin investigating adjustment/accommodation options. The investigation may involve input by, but not limited to, the individual, the individual’s health care provider or third parties (such as rehabilitation counselors), the individual’s supervisor, and/or Human Resources. All requests for adjustment/accommodation are reviewed on a case-by-case basis. Medical information is confidential and will not be shared with anyone without a business-related need to know.

Human Resources will determine whether the request is reasonable, warranted, and would not result in an undue hardship. [Company Name] will determine if an adjustment/accommodation is available and will make the final selection of the adjustment/accommodation if one is available. Employees will be provided written notification regarding the determination.

**Pregnancy and Maternity Leave**

[Company Name] does not discriminate against applicants or employees because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. If an employee is temporarily unable to perform their job due to a medical condition related to pregnancy or childbirth, [Company Name] will treat that employee in the same way as it treats any other temporarily disabled employee. Maternity leave will be granted on the same basis as leaves are granted for other temporary disabilities.

Under the Family and Medical Leave Act (FMLA), a new parent (including foster and adoptive parents) may be eligible for 12 weeks of leave (unpaid or paid if the employee has accrued it) that may be used for care of the new child. To be eligible, the employee must have worked for [Company Name] for at least 12 months prior to taking the leave. [This only applies to employers with 50 or more employees.]

**Lactation Accommodation**

[Company Name] will provide reasonable break time for employees to express breast milk for their nursing child as needed until the child's first birthday. [Company Name] will provide a place, other than a bathroom, that is shielded from view and free from intrusion by coworkers and the public, for use by such an employee.

**Religious Accommodations**

[Company Name] respects and will accommodate employees’ sincerely held religious obligations and practices, to the extent possible, providing that accommodation will not cause undue hardship or disruption of business activities. Employee requests for religious accommodations will be individually considered. Examples of accommodations that may be considered include, but are not limited to:

* Reasonable dress and personal grooming habits related to religious practices;
* Reasonable time off for observance of a Sabbath or religious holiday;
* Alternative meals for dietary restrictions based on religious practices; and,
* Alternative break/lunch schedule to accommodate daily religious practices.

Employees should submit written requests for religious accommodations to Human Resources. The written requests should include:

* An explanation of the religious observance or practice;
* The type of work conflict that exists due to the religious observance or

practice; and

* The requested accommodation.

Human Resources will provide a written determination regarding the request to the employee in a timely manner. Such requests will not be placed in employees’ official personnel files.

**Hours of Work, Compensation and Time Off**

**Attendance**

Employees who will be late to or absent from work should notify a supervisor in advance, or as soon as practical in the event of an emergency. Employees who need to leave early, for illness or otherwise, should inform a supervisor before departure. Chronic or unreported absences or tardiness or unauthorized departures may result in disciplinary action, up to and including termination. [Describe Company absence/tardy policy including number of absences and/or tardies, either reported or unreported, within applicable time frame that the Company considers chronic or unacceptable.]

**Work Schedules**

Normal work hours are [insert days/times here]. Work schedules may vary based on the requirements of the position. Flexible work schedules may be established in locations where such schedules will not disrupt the work requirements. Opportunities for flexible schedules may be limited to ensure all operating hours are covered. To request a change in your work schedule, [insert procedure here].

**Breaks**

Most employees are scheduled to work a standard 8:00 a.m. to 5:00 p.m. work schedule with one (1) hour for lunch break, scheduled near the middle of the work day. You are relieved of all duties and free to leave your work station during that period as it is not considered hours worked. However, if you are required to work during this period, it is considered time worked and you will be compensated. If you need to vary from your regular lunch time, request prior approval from your supervisor.

Employees may also receive up to two (2) breaks of 15 minutes each, scheduled near the middle of each 4-hour work period. These breaks are compensated and may not be taken in conjunction with the lunch break or beginning or end of the work day. These breaks are not required and may not be granted if the workload does not allow for them.

**Overtime**

Business conditions may cause employees to be required or permitted to work overtime. You must have prior approval from your supervisor to work overtime. You are responsible for reporting all hours worked.

Employees who work in classifications that are exempt from the Fair Labor Standards Act (FLSA) do not receive compensation for time worked in excess of forty (40) hours each week. Employees who are subject to the FLSA (nonexempt employees) will receive time and one-half pay for hours worked in excess of forty (40) hours in a work week. Salaried, supervisory, and management employees are generally exempt and do not receive time and a half for hours worked over 40 hours in a work week. Hourly employees are generally nonexempt and receive overtime pay. More information on whether you are exempt from the FLSA may be obtained from your supervisor or Human Resources.

**Time Off**

[Describe which employees are eligible to accrue paid leave time - Full-time/part-time, etc.]

**Holidays**

Employees who accrue paid leave will be paid for Company holidays. The following days are holidays on which the business will be closed:

[List holidays]

**Vacation**

Employees accrue vacation at a rate of [rate per month or year]. This leave accrues [describe how/when leave is accrued]. [Describe how/when vacation expires and the maximum that will carry over.] Employees must request vacation leave from their supervisor in writing. Employees must request vacation leave a minimum of [how many days/weeks] in advance except in extenuating circumstances.

When possible, requests for vacation will be granted, however, [Company Name] reserves the right to deny requests based upon inadequate staffing levels. Vacation may be utilized in units of not less than one-half hour.

Upon separation from [Company Name], an employee in good standing will receive compensation for accrued but unused vacation up to a maximum of [number] hours.

**Sick Leave**

Employees accrue sick leave at a rate of [rate per month/year]. This leave accrues [describe how/when leave is accrued].

Sick leave may be used if an illness or injury occurs to you, your spouse, children, parents, or parents and children of your spouse. Sick leave for other relatives or members of your household may be granted under extenuating circumstances.

When the need for sick leave is foreseeable, such as doctor appointments and scheduled surgery, it is your responsibility to report this to your supervisor as soon as you become aware of the need for leave. When the need for sick leave is not foreseeable, you must notify your supervisor no later than the scheduled start of your shift.

Upon separation from [Company Name], an employee forfeits all accrued sick leave.

**Family and Medical Leave Act Leave (FMLA)**

Employees may be eligible for FMLA leave, which provides an employee the right to be absent from work with or without pay for up to 12 work weeks in a 12-month period. Employees who are eligible for FMLA may use it to take time off for their own serious health condition the birth, adoption, or foster care placement of a child, to care for a child, spouse, or parent with a serious health condition, or when a qualified family member is called up to or on active military service. Military FMLA may be provided for up to 26 work weeks to care for a covered service member with a serious illness or injury.

Absences covered under FMLA run concurrently with accrued paid leave and unpaid leave.

**Military Leave**

Employees are granted leave for periods of military service in accordance with state and federal laws. Employees who have family members on active military duty will be

granted leave for purposes of spending time with their spouse, children, or other members of their household while home on leave from active military service or prior to reporting for active duty.

**Pay Periods**

Employees are paid [every two weeks/twice per month] on [Friday/the 1st and 16th]. If the pay date falls on a weekend, employees will be paid [on the preceding Friday/following Monday]. Payroll is processed on a lag basis. Use of direct deposit or a pay card is a condition of employment.

**Workplace Health and Safety**

**Workers’ Compensation/Coverage of Workplace Accidents and Injuries**

[Company Name] has workers’ compensation insurance through [insurance company name and phone number]. If an injury occurs during business hours, an injured employee should immediately contact [employer representative and phone number]. If an injury occurs after business hours and an injured employee is unable to make contact with [Company Name] or [Insurance Company Name], an injured employee may seek immediate treatment. The injured employee should report the injury or illness to [Company’s representative] in writing as soon as possible, but no later than 30 days after the injury or illness. Failure to do so may jeopardize the injured employee’s rights to receive workers’ compensation benefits.

Once [Company Name] has been informed of an injury, [Company Name] is to provide first aid treatment or have the injured employee taken to a physician or hospital for medical treatment, if necessary. [Company Name] should report the injury to [Insurance Company Name or Third Party Administrator (TPA) Name] within five days of the date of injury or within five days of the employer being notified by the employee. [Insurance Company Name or TPA name] is responsible for filing a First Report of Injury to the Division of Workers’ Compensation within 30 days of being notified of the injury, illness, or death. [Company Name/Insurance Company Name] is responsible for providing medical treatment and paying medical bills related to a work-related injury or illness. This includes authorized medical treatments, prescriptions and medical devices. [Company Name or Insurance Company Name] has the right to choose the treating physician/healthcare providers. The injured employee may choose to seek medical treatment from another doctor without the employer’s approval, but the injured employee may be responsible for medical bills related to such treatment.

If a workers’ compensation doctor says an injured employee is unable to work due to work-related injuries or treatment, an injured employee may be entitled to temporary total disability (TTD) benefits from the [Company Name/Insurance Company Name]. When receiving TTD benefits the first three business days are a waiting period. If an injured employee misses 14 days or more the three-day waiting period will be paid. TTD is 66 2/3 percent of an injured employee’s average weekly wage. If the workers’ compensation doctor states that an injured employee can perform light/modified duty and [Company Name] offers such work, an injured employee may not be eligible for TTD benefits. If an injured employee returns to light/modified duty at pay that is less, than the TTD rate, then an injured employee may be entitled to temporary partial disability (TPD). Once a workers’ compensation doctor releases an injured employee from care or treatment concludes because the injured employee’s condition has reached “maximum medical improvement,” then payment of TTD/TPD benefits will conclude.

For more information, please visit: [www.labor.mo.gov/dwc](http://www.labor.mo.gov/dwc) or call 800-775-COMP (2667)

**Reporting of Hazards, Injuries or Near-Misses**

Employees must immediately report any unsafe working conditions to their supervisor. Employees who violate company safety policies, cause hazardous or dangerous situations, or fail to report a workplace accident that results in an injury may be subject to disciplinary action up to and including termination of employment. Regardless of how insignificant the injury or near miss may appear, employees should notify their supervisor as soon as the employee is aware or within 24 hours at the latest.

**Workplace Emergencies**

In the event of a fire, notify an area supervisor and proceed along the designated evacuation route to the assembly area(s). Ensure assistance is provided to people with disabilities or special needs. Attendance at assembly area(s) will be checked against the attendance registers and visitor sign-in sheet.

Upon hearing the announcement of a TORNADO WATCH, each area supervisor will be responsible for notifying employees in their building. If the weather radio or outside sirens sound indicating a tornado warning, proceed immediately to nearest designated tornado shelter in your building.

In the event of an earthquake, remain indoors and seek shelter under a table, desk, or door frame if possible. Keep away from windows, fixtures, furniture, and items that may become unstable and evacuate the facility when it is safe to do so and proceed to the designated assembly area(s).

In the event of a chemical spill, employees should notify all nearby personnel that a spill has occurred and request assistance as necessary. Action should be taken to prevent additional spillage. Wear appropriate personal protective equipment during clean up and disposal. If an employee is not properly trained in spill clean up, then they should notify a supervisor of the spill.

**Personal Protective Equipment (PPE) [if applicable]**

[Company Name] is required to protect employees from workplace hazards such as machines, work procedures, and hazardous substances that can cause injury. The preferred way to do this is through engineering controls or work practice and administrative controls, but when these controls are not feasible or do not provide sufficient protection, an alternative or supplementary method of protection is to provide employees with personal protective equipment (PPE) and the training to use it properly. It is the policy of [Company Name] to provide appropriate PPE to employees who may be subjected to hazardous working conditions and provide training to each employee who is required to use any PPE.

Employees shall:

* Use PPE in accordance with instructions and training received.
* Care for their personal protective equipment properly and guard against damage and contamination.
* Report PPE malfunctions or problems to supervisory personnel immediately.

**Workplace Violence**

It is the policy of [Company Name] and the responsibility of its managers and all of its employees to maintain a workplace free from threats and acts of violence. We will work to provide a safe workplace for all employees and visitors. Each employee and visitor deserves to be treated with courtesy and respect. Examples of conduct that is prohibited:

* Aggressive or hostile behavior;
* Any action that may cause physical injury to another person;
* Threatening remarks;
* Intentionally damaging Company property or property of a visitor, customer, vendor, or another employee;
* Committing acts of, or related to, sexual or other harassment or domestic violence.

**Driving Safety**

Safe driving is the responsibility of every [Company Name] driver. Drivers must be aware of their personal safety and the safety of others. Such considerations include how to drive defensively, how to avoid aggressive and distracted driving, how to recognize the warning signs of fatigue, and how to adjust driving behavior for weather conditions.

Every driver of a [Company Name] vehicle will:

* Ensure they hold a valid driver’s license for the class of vehicle they are driving and carry it when driving a Company or personal vehicle on Company business;
* Immediately notify their supervisor or manager if their driver’s license has been suspended or cancelled, or has had limitations placed upon it;
* Take time to familiarize themselves with the vehicle’s handbook and vehicular features;
* Display the highest level of professional conduct when driving a Company vehicle;
* Wear a seat belt and ensure all occupants wear their seat belt at all times;
* Report any crashes and scrapes, including those that do not result in injury, along with any maintenance issues;
* Only allow [Company Name] employees as passengers; and
* Avoid distractions while driving including talking or texting on cell phones and other electronic devices.

**Material Handling**

The following general rules apply to all storage and handling of materials.

* Safe floor loads shall not be exceeded. Storage racks shall not be loaded in excess of their rated capacity;
* Aisles, corners, posts, etc., shall be clearly marked and maintained clear of obstruction;
* Storage areas shall be kept free from accumulation of materials that constitute hazards from tripping, fire, explosion, or pest harborage;
* Storage of material shall not create a hazard. Bags, containers, etc., stored on tiers shall be stacked, blocked, interlocked and limited to height so that they are stable and secure against sliding or collapse;
* Additional personnel may be required if the object is awkward, or too heavy for one person to easily lift and carry.

**Lockout Tagout (LOTO)**

Lockout Tagout (LOTO) is a safety practice that protects [Company Name] employees and visitors from uncontrolled hazardous energy from machines or equipment during isolation or servicing. When potentially hazardous equipment is identified for maintenance, it will be locked out which includes adding a visual lock and tag to the energy isolation points.

All employees, upon observing a machine or piece of equipment that is locked out to perform servicing or maintenance shall not attempt to start, energize, or use that machine or equipment. Employees involved in LOTO activities are responsible for understanding the requirements of the LOTO Program.

**Tobacco Usage**

The use of tobacco products including but not limited to cigarettes, cigars, pipes, smokeless tobacco, and electronic cigarettes or smoking devices is prohibited inside any of [Company Name]’s facilities or vehicles. The use of tobacco products is allowed in Company-designated areas located outside.

**Drug and Alcohol Usage**

Employees are prohibited from unlawfully using, possessing, distributing, or selling controlled substances while on duty. In addition, employees may not be under the influence of any controlled substance or alcohol while at work, on Company premises or while engaged in [Company Name] business. Prescription drugs or over-the-counter medications, taken as prescribed, are an exception to this policy. Please notify your supervisor if any prescription or over-the counter medications may impair your ability to perform your duties safely and efficiently.

**Weapons**

Post Company’s policy on weapons.

**Company Property, Computer Usage and Social Media**

Company property, such as equipment, vehicles, telephones, computers, and software, is not for private use and is not permitted to be removed from [Company Name] premises without permission.

Company computers, internet, and emails are a privileged resource and must be used only to complete essential job-related functions. Employees are not permitted to download any “pirated” software, files or programs and must receive permission from a supervisor before installing any new software on a [Company Name] computer. Likewise, no mobile computer device or drive may be used for file transfer without supervisory permission in order to safeguard data and systems. Files or programs stored on [Company Name] computers may not be copied for personal use. Employees are reminded that they have no expectation of privacy in their use of [Company Name] computers or other electronic equipment.

Employees must refrain from using social media while on work time, unless it is work-related as authorized by a manager. Employees should not use [Company Name] email addresses to register on social networks, blogs, or other on-line tools utilized for personal use.

Employees should not receive personal calls while on duty. If urgent, please notify your supervisor and keep personal calls to a minimum and conversations brief. Talking on a cell phone, whether personal or business, while operating a Company vehicle or equipment is strictly prohibited for safety reasons.

**Code of Conduct**

As all employees are employed at-will, [Company Name] may terminate an employee at any time, with or without reason. Likewise, employees may terminate employment with the Company at any time with or without reason. However, the following actions are unacceptable and considered grounds for disciplinary action up to and including termination. This list is not all-inclusive and is subject to change. [Company Name] reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case. Unacceptable actions include, but are not limited to:

* Engaging in acts of discrimination or harassment in the workplace, creating a hostile work environment, threats or acts of violence, destructive or disruptive activity in the workplace including abusive or inappropriate language;
* Negligent, willful or improper conduct leading to damage, destruction, theft or loss of [Company Name], employee, customer or vendor property or harm to others;
* Unauthorized use or misuse of [Company Name] property, equipment, devices, electronic information systems, vehicles or assets including unauthorized access to [Company Name] property outside of business hours;
* Theft, possession, or the removal of [Company Name] property without prior authorization;
* Using [Company Name] property or services for personal gain or taking, removing, or disposing of [Company Name] material, supplies, or equipment without proper authorization;
* Performing personal business on [Company Name] time;
* Allowing non-employees to ride or drive [Company Name] vehicles or equipment;
* Possession, use, sale, manufacture, or distribution of, or working under the influence of, alcohol, non-prescribed or illegal drugs, or other intoxicants while engaged in [Company Name] business, on [Company Name] property or while operating [Company Name] vehicles or equipment;
* Failure to obtain or retain licenses required to perform the duties of your job or failure to report loss of such licenses;
* Failure to adhere to safety and security procedures;
* Any conduct that the [Company Name] believes endangers the safety or well-being of any employee or any other person on [Company Name] premises or while in the conduct of [Company Name] business;
* Possession or use of dangerous or unauthorized items, such as explosives, in the workplace or on [Company Name] property or while conducting [Company Name] business;
* Failure to report personal injury or accidents within 24 hours of occurrence;
* Unsatisfactory customer service, including discourtesy to a customer, vendor, or employee;
* Failure to carry out orders given by management, including refusal to do assigned work or other acts of insubordination or disrespectful conduct;
* Any tardiness or absence without notice including unauthorized absence from work during the work day or failing to submit required documentation to substantiate an absence;
* Excessive tardiness or absenteeism whether excused or unexcused;
* Working outside of normal work hours without prior approval to do so;
* Falsifying or altering [Company Name]-related records including time-keeping records, business expense reports or other reports, records or work-related documents as well as improper handling, disclosure or misuse of confidential information;
* Misrepresentation of [Company Name] to customers, prospective customers, the general public or employees;
* Providing false or misleading employment information or withholding information that may impact employment;
* Improper cash handling procedures; misuse of [Company Name] funds, or theft of property belonging to [Company Name], customers, co-workers, or vendors and failure to safeguard alarm codes, safe combination, computer or other passwords or codes, leaving safe unsecured or premises unarmed;
* Theft, fraud, embezzlement or other acts of dishonesty whether or not it is for personal gain;
* Any conduct that has the appearance of impropriety and/or is detrimental to the [Company Name]’s image including social media or internet postings;
* Conviction of a crime that may impact the performance of your job duties or licensing;
* Any action that violates federal, state, or local law including motor vehicle laws; and
* Violation of [Company Name] rules, regulations, policies, and procedures.

Aiding and abetting any of the listed offenses may result in the same corrective action as the offense involved. [Company Name] reserves the right to issue a verbal warning, written warning, final warning, or suspension as well as immediate termination for violating policy.

**Retaliation**

[Company Name] prohibits taking negative action against any employee for reporting a possible violation of [Company Name] policies or for cooperating in an investigation of such possible violation, but only if the employee was not an active participant in such violation. Any employee who retaliates against another employee for reporting a possible violation of policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

**Discipline**

Any of a number of disciplinary actions may be taken to correct unacceptable behavior. Discipline may take the form of oral or written warnings, probation, suspension, demotion, termination, removal from the current position, or other disciplinary action. Generally, a progressive system of discipline will be followed. However, the type, order and course of disciplinary action will be determined by [Company Name] as it deems appropriate.

**Termination and Resignation**

Employment with [Company Name] is on an at-will basis and may be terminated voluntarily or involuntarily at any time. It is customary for employees to give two weeks written notice of resignation. Upon notice of termination by either party, an employee is required to: 1) continue to work until the last scheduled day of employment as determined by the Company, 2) turn in all reports and paperwork required to be completed when due and not later than the last day of work, 3) return all files, documents, equipment, keys, access cards, software or other property belonging to the Company, 4) turn in all passwords and codes to his/her supervisor and 5) participate in an exit interview as requested.

If an employee resigns from their position, paychecks will continue on the normal pay cycle until all wages are paid out. The final pay for a terminated employee will include all working wages including unpaid work time, paid time off and overtime.

When an employee is terminated, with or without cause, the employee will be paid all wages owed up to and including any hours worked on the day of separation. Unanticipated items that may be deducted from an employee’s wages include shortages, damages, etc. Deductions can be made from an employee’s wages as long as the deductions do not take the employee’s wages below the required minimum hourly wage rate.

**Employee Acknowledgment**

The employee handbook describes important information about [Company Name] and I understand that I should consult with my supervisor or Human Resources regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only our [Chief Executive Officer/Owner/ CEO/President/ Board of Directors] has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is not an employment contract and is not intended to create contractual obligations of any kind. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE’S NAME (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYEE’S SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_