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**EMPLOYEE HANDBOOK  
(COMPANY NAME)**

**(COMPANY NAME)  
(STREET ADDRESS)  
(CITY, STATE ZIP CODE)**

**(CREATION DATE)**

*This Employee Handbook sample may be used as a template to create a professional and personalized employee handbook for any company. This document and the information contained in it may be edited and used for your organization, but may not be distributed in template form without explicit permission from us.*

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## 1.0 Introduction

This employee handbook was created to notify and educate you with [Company Name]'s current policies and regulations. All information contained in this handbook replaces any and all previous employee handbooks, company memo's, and/or documents that have been issued in regards to the information directly covered by this handbook. Please read this handbook thoroughly and retain it for future reference as needed.

Given the fact [Company Name] is continually growing and changing, we reserve the right to modify the policies contained in this handbook as needed. You will be notified of any changes in a timely manner and encourage you to contact the Human Resources Department at [hr@yourcompany.com] if you have any questions.

This handbook does not promise employment nor does it guarantee an agreement for employment. Only a qualified officer for [Company Name] has the authorization to enter into an agreement for employment between you and [Company Name]. That agreement will not be considered enforceable until it has been signed by you and the authorizing officer for [Company Name]. [Company Name] is an at-will employer giving you or [Company Name] the right to terminate the employment agreement on any grounds, with or without reason or notice.

## 2.0 Employment Law

### 2.1 Equal Employment Opportunity

[Company Name] will provide equal opportunity employment to all persons and applicants seeking employment. [Company Name] will not consider race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, pregnancy, genetic information, or military status when determining ability to perform the job in which applied for. [Company Name] will comply with any and all applicable state and local laws involved with assuring nondiscrimination in employment within every department at [Company Name]. This policy applies to all provisions and circumstances of employment, including, hiring, assignment, advancement, termination, layoff, recall, transfer, leaves of absence, payments, grade level and instruction.

Any form of employee harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, pregnancy, or military status is also explicitly forbidden by [Company Name]. It is unacceptable to interfere with the ability of [Company Name] employees to perform their job and it will not be tolerated by [Company Name].

All employees of [Company Name] are strongly encouraged to bring any issues to the attention of their manager or the Manager of Human resources. Concerns may be brought forward without fear of retaliation or punishment. Furthermore, any reports of alleged discrimination will be kept confidential to all extents possible and will be investigated immediately upon notification. Anyone found to have engaged in

discriminatory conduct will be subject to corrective actions, which may or may not include immediate termination.

## **2.2 Americans with Disabilities Act (ADA)**

[Company Name] does not discriminate against a qualified individual with a disability in any manner, state or right of employment in strict compliance with the Americans with Disabilities Act (ADA). Suitable accommodations will be provided for employees with disabilities by [Company Name], and you are encouraged to contact the Human Resources if you become disabled after your employment begins, or if you find the present conditions are unsuitable for your particular disability.

## **2.3 Immigration Law**

[Company Name] will hire only those who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986. All employees will be required to submit documentary proof of their identity and all required documents stating their authorization to work in the United States.

## **2.4 Uniformed Services and Reemployment Rights**

[Company Name] will allow an unpaid military leave of absence to any employee who needs such leave to carry out assistance in the uniformed services in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). For more information about the USERRA, please feel free to contact the Human Resources Department.

# **3.0 Employment Status**

## **3.1 Employment Classification**

Salary administration, overtime eligibility payments and general grades will be based on the following classifications:

### **Full-Time Regular Employees**

[Company Name] employees who work a normal forty (40) hour work week on a usual basis will be considered full-time employees. This will apply to all employees regardless of Exempt and Non-exempt status.

### **Part-Time Regular Employees**

[Company Name] employees who work less than thirty-five (35) hours per week on a usual basis will be considered part-time employees. This will apply to all employees regardless of Exempt or Non-exempt status. Vacation pay, discretionary leave, and other benefits are not available to part-time employees.

### **Non-exempt Employees**

In accordance with the Fair Labor Standards Act, Exempt Employees who are required to be compensated with an additional pay of time and a half for work performed over forty (40) hours in one single work week.

### **Exempt Employees**

In accordance with the Fair Labor Standards Act, Exempt Employees are not required to be compensated with additional pay such as overtime or time and a half for work performed over forty (40) hours in a single work week. Executives, professional employees, outside sales representatives, most management, and employees in general administrative positions are characteristically exempt.

All [Company Name] employees will be notified of the employment status in the offer for employment or offer letter received. If, during your employment at [Company Name], your position changes because of promotion, transfer, or demotion you will be informed if your status changes. Please contact the Human Resources Department with any questions or concerns you might have.

## **3.2 Personnel Records**

[Company Name] will keep all files, documents and communications - starting with your job application. These files are stored confidentially by the Human Resources Department and are readily available for your review or reference during business hours. All performance evaluations, beneficiary designation forms, disciplinary notices and warnings and other documents that are created by result of your employment with [Company Name]. If you wish to review your information, please contact the Human Resources Department.

It is important, and required, to notify the Human resources department of certain changes in your life, such as:

- Change of address and/or telephone number
- Change of Emergency contacts
- Change of marital status
- Change in Number of Dependents
- Beneficiary Designations

Keeping this information up to date is not only important for required insurance reasons; it will also ensure all communications are received in a timely manner by you from [Company Name].

## **3.3 Employment At-Will**

[Company Name] is an at-will employer, meaning you may choose to resign at any time without notice or reason. This also means that [Company Name] reserves the right to

terminate your employment, with or without notice or reason as well. If you would like to be considered for re-hire [Company Name] does ask for a 2 week notice when possible.

### **3.4 Performance Assessments**

All new employees are required to have a 90 day evaluation. A manager will be monitoring your efficiency and work ethics during this evaluation. Evaluations are done to present you with the opportunity to talk about the job as well as your personal goals while working for [Company Name]. Evaluations will not always result in merit increases, but are used to determine them.

[Company Name] performs evaluations on an annual basis as well as asking you to do a self-evaluation. A manager will analyze your evaluation with you and talk about any accomplishments or areas that might need improvement. Where improvement is deemed necessary, you will be given suggestions and instructions about the problem, ways to improve, and a certain amount of time to improve your performance.

During annual evaluations, you and a manager will also explore the goals and expectations of [Company Name] as well as personal goals you would like to achieve over the next year.

### **3.5 Resignation**

[Company Name] realizes that sometimes things come up and you may find yourself needing to resign. [Company Name] ask for a two-week notice in writing of your intentions that will indicate your last day of work. If you resign without notice, you may not be eligible for rehire. All [Company Name] property such as uniforms, tools, paperwork, and things of that nature must be returned before your last day. Your final paycheck or paycheck stub will be mailed to the address on file with the Human Resources Department.

## **4.0 Record Keeping & Pay**

### **4.1 Hours of Work**

Hours of operation may vary depending on the work site and [Company Name]'s needs. Typically, [Company Name] will function under the following hours of operation:

- Monday through Friday
- Payroll is calculated Saturday through Friday
- [Company Name] work hours \*\* - \*\*
- Employees are allowed one hour for a lunch break each day and it will be unpaid
- Full time employees are required to work eight (8) hours per day - forty (40) hours per week

Company needs and operating demands will determine start and end times for your schedule and may result in a variation of the hours you work. If overtime is required you

will be expected to perform such work as needed and will be paid accordingly depending on your employment status.

#### **4.2 Overtime Work in Excess of 40 Hours per Week**

All overtime, work in excess of forty (40) hours per week, must be approved before being worked. Unless prior approval is given before worked, all non-exempt employees should notify their manager if they are going to go over forty (40) hours per week.

Hours worked in excess of forty (40) hours per workweek, and approved by a manager will be paid at one and one half times your normal base rate of pay per hour. Only hours spent working for [Company Name] will be considered hours worked.

#### **4.3 Payroll Deductions**

Federal Income Taxes, Social Security, Disability insurance, and in some states, State Income Tax are required by law to be deducted from your paycheck. [Company Name] will make these deductions based on the amount earned, your marital status, and other government regulations. Other deductions such as, 401(k), health insurance premiums, dental care, and things of that nature may be taken out of your check, but will not be done without your prior knowledge and consent.

Certain garnishments may require [Company Name] to take payments directly out of your paycheck. When [Company Name] is notified of a court order, garnishment, lien, or item of that nature we are required by law to recognize and abide by them. When the company receives a notice of a pending garnishment we will notify you immediately of the garnishment and begin proper deductions and payments. [Company Name] cannot answer questions about the nature of the garnishments and can only provide you with the laws and regulations that we must follow. If you have any questions, please contact the company or persons who initiated the garnishment.

#### **4.4 Book Keeping for Payroll**

All [Company Name] employees are required to accurately enter their time using the method described by your manager. If you are required to work offsite, your time will need to be reported on a daily basis directly to a manager, failure to do so may result in a delay of pay

#### **4.5 Payroll Corrections**

All reasonable steps will be taken by [Company Name] to ensure that your paychecks are for the correct amount and that you are paid in a timely manner for the amount due to you. If there is an error in the amount of your pay or you do not agree with the amount, you should immediately bring it to the attention of the Human Resources Department so



[Company Name] can re-issue a check. Please do not cash paper checks if you do not agree with the amount unless told to do so by [Company Name].

#### **4.6 Payday**

[Company Name] offers direct deposit or you may opt to have your paycheck mailed to you at the address on file with Human Resources. [Company Name] will not be responsible for a delay in pay if your address is not current. If you lose your check it is your responsibility to notify Human Resources immediately. [Company Name] will re-issue a check only after the proper manager and/or office has approved the request. If you use direct deposit and the account is closed or no longer able to accept your deposit, [Company Name] will issue a paper check to the address on file.

#### **4.7 Expense Reporting**

Expense reports are due on or before the 21st of each month. All reimbursements must be company approved and will be paid by the end of the month. Any expenses reported after the 21<sup>st</sup> will automatically be included in the next month's expenses. In some cases [Company Name] may reimburse you for expenses incurred earlier than scheduled. Please check with your manager if you have any questions.

Expense reports may only be submitted using [Company Name] authorized expense reporting procedures. Please fill out forms accurately and completely, failing to do so may result in delay or non-payment. All expenses must have prior approval and authorization and must be accompanied by the original receipts. [Company Name] recommends keeping a copy of all records for your own personal accounting.

### **5.0 Employee Leave & Vacation**

#### **5.1 Holidays**

Full-time employees are eligible for ten paid holidays during each calendar year. Part-time employees will not receive holiday pay. Paid holidays are not used when calculating days worked when figuring for time and a half for overtime nor does it count towards straight time pay in regards to overtime. [Company Name] will issue a calendar each year outlining the list of paid holidays and the days off associated with each one.

In general, [Company Name] acknowledges the following paid holidays: New Year's Eve, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day

#### **5.2 Vacation**

All full-time employees will accrue ten (10) days/eighty (80) hours of vacation time per year worked; the accrual rate is 3.08 hours per pay period. . [Company Name] employees may be offered additional vacation time based on their length with the company and the position held with [Company Name].

Vacation hours may only be used in hour increments and are required to be used within the year they were earned. Any vacation time not used may be carried over to the next calendar year up to eighty (80) hours. Any accrued vacation time over eight (80) hours that is not used will be paid out.

[Company Name] may allow a negative vacation account balance of up to forty (40) hours. Prior approval from a manager is required and should you resign or be terminated from [Company Name] while your vacation balance is negative, [Company Name] reserves the right to deduct the vacation hours from your final paycheck and will seek reimbursement for any monies owed if your final paycheck does not cover the balance.

Vacation balances will not be considered when calculating a termination date. [Company Name]'s definition of *Termination Date* is the last day you physically work for [Company Name]. Any and all vacation time shall be paid to you with your final paycheck.

### **5.3 Military Reserve Duty**

National Guard or Military Reserve employees are eligible for ten (10) days military reserve leave per year. Military leave is unpaid and will not count against available vacation or discretionary leave time. You may use any accrued paid vacation or discretionary leave during military duty if you choose to. To request military reserve leave please notify your manager and contact the Human Resources Department as soon as possible.

### **5.4 Discretionary, Personal, or Sick Leave**

All [Company Name] full-time employees will accrue five (5) days or (40 hours) of discretionary leave to be used as sick days or personal needs. The accrual rate will be 1.54 hours per pay period. [Company Name] does not allow any employee to have a negative discretionary leave balance.

When it is possible, notify a manager of your intentions to use your discretionary leave. [Company Name] understands that you will not always be able to give advance notice and ask that you notify a manager as soon as you become aware that you will not be coming into work that day. Failure to notify your manager of your intentions to use discretionary time may result in non-payment.

### **5.5 Leave without Pay**

[Company Name] offers a liberal vacation and leave package and typically does not allow leave without pay for extended amounts of time. However, [Company Name] may consider it when all vacation and discretionary time has been exhausted and a manager may authorize your leave if advance notice is given. [Company Name] does offer leave without pay if you have exhausted all accrued vacation and discretionary leave.

## **5.6 Bereavement**

Dealing with the loss of a loved one is never easy and [Company Name] understands it is a difficult time for most. [Company Name] offers up to three (3) days paid leave to all full-time employees if a member of the employee's immediate family dies. [Company Name] recognizes parents, children, siblings, spouses, and spouse's parents as immediate family.

Bereavement pay does not count against vacation time or discretionary time. If more than three (3) days is needed for bereavement leave please notify a manager or Human Resources. Vacation time, discretionary leave, or leave without pay may all be taken into consideration when more time is needed.

## **5.7 Jury Duty**

[Company Name] allows all full-time employees up to three (3) days for jury duty services when they are required to appear and will offer compensation for those days. Only employees who present proof of service prior to submitting jury duty leave will be eligible for this compensation. The first three (3) days of jury duty will not count against your vacation or discretionary leave. If jury duty extends beyond three (3) days, employees will have the option of using available vacation time or discretionary pay.

## **5.8 Family and Medical Leave (FMLA)**

In accordance with the Family and Medical Leave Act (FMLA), [Company Name] will follow all rules and regulations when required to do so. FMLA requires employers with 50 or more employees to allow to 12 weeks of unpaid, job-protected leave during a calendar year to all eligible employees for the birth or adoption of a child, for serious illness of the employee, or to provide care for a spouse, child, or parent. For more questions about your eligibility for FMLA leave, please contact the Human Resources Department.

## **5.9 Time Off**

Time off should be requested in writing, email is acceptable, to the Human Resources Department and to management a minimum of two (2) weeks prior to the requested time off. In the event two (2) weeks advance notice is not feasible, you need to notify management and Human Resources as soon as possible. Please include all days off you are requesting and the number of vacation time and/or discretionary hours you are asking to be used. If your request will cause you to have a negative vacation balance, that information should also be included in the request. Failure to do so may result in non-payment and possibly in a denial for the request.

After a manager and/or Human Resources have reviewed the request for time off, you will receive notice of approval or disapproval for your request. If your time off has been approved, [Company Name] ask that you notify persons in your department that might be affected by your leave. You should not assume that a request for time off will be approved.

## **6.0 Employee Benefits**

### **6.1 Social Security**

The Federal Insurance Contribution Act (FICA) are provisions of the Social Security benefits and can be a significant influence when planning for the future. [Company Name] matches the amount of the deduction required by law and it will be credited towards your Social Security Benefits. Please contact the Human Resources Department or your local Social Security office with any questions or concerns you might have.

### **6.2 Medical, Dental, and Vision Insurance**

[Company Name] does not offer medical, dental or vision insurance at this time. You will be notified if these services become available. Please contact the Human Resources Department if you have any questions.

### **6.3 Worker's Compensation**

[Company Name] provides a workers' compensation insurance program as required by law. Subject to applicable legal requirements, worker's compensation insurance will provide benefits after a brief waiting period. You should inform the Human Resources Department and management immediately after receiving a work related injury. Failure to do so may result in a delay in your claim, and may even make you ineligible for payments.

Workers' compensation benefits are limited to injuries that occur only during your time "on clock" and are not applicable for injuries that occur during voluntary participation in any recreational, community, or athletic activity sponsored by [Company Name].

### **6.4 Employee Referral Bonus**

[Company Name]'s knows the most valuable asset we have are our people. A referral/recruitment bonus of up to \$500 is available to full-time employees that refer a qualified individual to [Company Name]. If upon hiring the referral, they must remain a full-time employee for six (6) successive months before the referral bonus is rewarded to the referring employee.

### **6.5 COBRA Continuation Coverage**

You may be eligible for COBRA continuation coverage of your health insurance if you had health insurance with your previous employer. Please contact the Human Resources Department if you have any questions.

#### **6.6 401(k) Retirement Plan**

[Company Name] does not provide a 401(k) retirement savings plan at this time.

#### **6.7 Life, Disability, and Accidental Death Insurance**

At this time [Company Name] does not provide life, short term disability, long term disability, or AD&D insurance. Please contact the Human Resources Department if you have any questions.

#### **6.8 Tuition Reimbursement & Certifications**

To encourage all employees to further their education and continue with self-improvement, [Company Name] offers all full-time employees who are interested in continuing their education for job-related courses at an accredited college or university the opportunity to receive a reimbursement when approval prior to course registration is obtained. [Company Name] defines a set limit for tuition reimbursement. Funds are available to [Company Name] full-time employees on a limited basis. If you are approved to take a course, tuition, registration, books, and lab fees will be reimbursed up to \$2,000 per calendar year.

Should you resign or be terminated from [Company Name] within 12 months of receiving tuition reimbursement you will be required to repay [Company Name] the full amount of tuition paid on your behalf by [Company Name].

Employees may also receive training that is paid for by [Company Name] when it is requested by management. Should you resign or be terminated from [Company Name] within 12 months of completing a training course paid for by [Company Name] you may be required to repay [Company Name] the full cost of the training courses.

Certification classes are expected to be completed in their entirety and are a major consideration when determining your eligibility for future training and certifications in the future.

#### **6.9 Unemployment Insurance**

State and Federal laws cover all employees in regards to unemployment insurance. [Company Name] contributes to this benefit on your behalf at no cost to you. Unemployment insurance covers all employees who become unemployed through no fault of their own. Please contact the Human Resources Department if you have any questions.

## **7.0 Business Travel**

[Company Name] will reimburse certain costs when you travel outside your normal area to perform company business. To avoid delays in reimbursement or a possible rejection because of an unallowable claim, follow all rules and limitations affecting travel expense reimbursement.

### **7.1 Travel Expenses**

To ensure you are eligible for reimbursement of travel expenses you encounter, you must complete and submit a Travel Authorization Form at least fifteen (15) days prior to leaving for travel. If approved, your Travel Authorization Form will include the items for which you can submit expenses. If you submit expenses for which you are not approved, you may not be reimbursed for those items.

Travel expenses that you may be reimbursed for include: Lodging, Car rental, Gasoline, Mileage, Parking, Taxi fare, and internet access.

Please keep any and all receipts for purchases you wish to have reimbursed, they must be attached to your expense reports.

### **7.2 Travel Expense Reporting**

[Company Name] will only accept approved expense reports that are provided in the required report format. All expense reports must be approved by [Company Name] as well as your manager.

When submitting an expense report, please organize each receipt and list expenditures separately for each occurrence. All expenses that are paid by [Company Name] should be included in the expense report with attached receipts, including those purchased with the company credit card. Always indicated if you received per diem and separate the receipts accordingly.

After your expense report has been reviewed and approved by a manager you will the 21<sup>st</sup> of each month. Failure to do so may result in a delay of reimbursement or non-payment of expenses.

[Company Name] reserves the right to deny any cost and/or expenses that are believed unacceptable, unnecessary, or in excess of normal use.

### **7.3 Per Diem**

When certain instances arise, [Company Name] will provide a per diem for non-local travel if the following requirements are met: A Travel Authorization Form is completed and approved prior to travel, The travel can be attributed back to a project or expensed

back to a client, The travel meets the definition of non-local travel, as defined by the project, client, or contract

You are not eligible for a per diem if you do not submit a Travel Authorization Form, the contract does not pay for travel, or you did not have prior approval.

The per diem rate will be established in advance and the rate may be based on state or federal guidelines or [Company Name] policies. With the exemption of things you are allowed to submit as an expense (see Travel Expenses), you are required to pay all travel expenses with the per diem granted.

#### **7.4 Lodging**

[Company Name] provides all employees with a hotel room when travel is required if the following requirements are met: Travel is for more than one day, lodging is required, and a Travel Authorization form has been completed prior to travel. Failure to obtain prior approval may result in non-payment.

[Company Name] will provide you with a company credit card that is to be used for the room charge and taxes only. Charges for such things as movies, entertainment, personal items, and room service should be taken out of your per diem and not charged to the company credit card. A copy of the hotel receipt must be attached to your expense report and prior authorization is required.

#### **7.5 Transportation**

[Company Name] will reimburse for airport parking when parked in the appropriate location. Please park in the designated long-term parking lots if your trip will require your car to be at the airport for more than 24 hours.

If it is determined that you will need a rental car for your travel, [Company Name] will make reservations for you. Please do not elect for rental insurance as [Company Name] provides the insurance coverage needed for the rental car. Please return the rental car with a full tank of gas, failure to do so may result in you being charged the difference.

When taxis are necessary for travel, all receipts should be submitted with your expense report and must be within reason.

Time spent traveling is not chargeable or counted towards time worked for [Company Name].



## 7.6 Travel Authorization Form

[Company Name] requires all extended travel to be pre-authorized a minimum of fifteen (15) days prior to travel. A Travel Authorization Form must be submitted to the Human Resources Department and an estimated expense must be completed before leaving. Please mention any special accommodations that will be needed for your travel, such as: Internet access, laptops, and things of that nature.

Please notify [Company Name] by e-mail with your travel itinerary, rental car confirmation, insurance, and advance information. When [Company Name] issues an E-ticket, all confirmation numbers and information will be included in the email. If they are not included, please notify us immediately.

## 8.0 Employee Conduct

### 8.1 Prohibited Harassment

[Company Name] is a discrimination and harassment-free work place. Strict anti-harassment policies are in place and enforced by [Company Name] in order to protect all employees from suffering any form of abuse, be it verbal or sexual. The policy prohibits:

1. Sexual Aggression: The request for sexual favors and all other forms of verbal or physical sexual conduct are prohibited, including:
  - a. Acceptance of sexual conduct is a term or condition of employment
  - b. Acceptance or rejection of sexual favors or requests is used to form decisions regarding employment; or
  - c. Sexual conduct is in place to substantially interfere with an individual's ability to work or creates an intimidating, hostile, or offensive work environment.
2. Sexually-offensive commentary, jokes, innuendoes, and other sexual statements regardless of intent.

Sexual harassment can range from subtle to non-subtle behaviors. Harassment is not limited to gender; it may involve one or more individuals of the same or different gender. Sexual harassment includes, but is not limited to, sexual advances, the request for sexual favors, sexual innuendo, jokes, verbal or physical advances, complimentary or offensive commentary on another's body, sexual displays, leering, cat-calling, or welcomed or unwelcomed touching. In addition to this, obscene gestures and comments, displays, rumor-spreading and suggestive objects or pictures in any format (e-mail included) are considered prohibited harassment behavior.

### Complaint Proceedings

The reporting of all incidents of discrimination and harassment are encouraged by [Company Name] regardless of the offenders position or identity. The management of [Company Name] is responsible for developing and maintaining a harassment and discrimination-free environment for all employees to enjoy, regardless of the nature of



the discrimination or harassment. Every employee of [Company Name] is responsible for respecting the rights of coworkers.

All perceived job-related harassment based on sex, race, or other factors should be promptly reported to your [Company Name] Manager. Your Manager should also be informed if you feel that you have been treated unlawfully or in a discriminatory manner. In the instance where any employee of [Company Name] is uncomfortable with approaching their Manager, the instance should be reported directly to the Human Resources Department. A prompt investigation will be conducted with the appropriate actions taken to resolve the problem. Retaliatory action against any employee of [Company Name] for filing a valid complaint is strictly prohibited under the terms of this policy.

### **Investigation of Complaints**

Reported cases of harassment, discrimination, or retaliation against an employee of [Company Name] are promptly investigated. Investigations may include a variety of different procedures, ranging from individual interviews of victim and the accused. Any witnesses or individuals with relevant information to the investigation may also be interviewed at the discretion of [Company Name].

Employee Confidentiality is a priority during the investigation process. Only relevant information required in order to perform an adequate investigation will be accessed and shared with appropriate parties. Complete confidentiality is not guaranteed as this may hamper a fair investigation complete with appropriate corrective action.

If it is determined by [Company Name] that an employee has participated in harassment behavior, disciplinary action will be taken as appropriate.

## **8.2 Drug Free Workplace**

### **Purpose and Goal**

In the efforts of protecting the safety, health, and well-being of the employees of [Company Name], [Company Name] is proud to be a drug-free workplace. Drug and alcohol abuse poses a significant threat to the goals of [Company Name]. Drug and alcohol-free policies are in place to protect the integrity of [Company Name] and the health of all employees.

- Employees of [Company Name] recognize that the involvement of drugs and alcohol is disruptive and adversely affect work performance, work productivity, health, and morale.
- [Company Name] encourages the voluntary participation in professional drug and alcohol abuse help programs.

### **Covered Workers**

All employees of [Company Name], current or potential, as well individuals conducting business on [Company Name] property are covered by the drug-free workplace policies. Managers, full-time, part-time, and off-site employees, as well as contractors, are

included in [Company Name]’s policy. Additional individuals may be included within this drug-free policy at [Company Name]’s discretion.

**Applicability**

[Company Name]’s drug and alcohol-free policy applies to anyone representing or conducting business in [Company Name]’s name. The policy is in effect whenever an employee of [Company Name] is conducting business or representing [Company Name] whether on location, on call, or on company or client property. This policy is in effect regardless of whether or not it is during regular business hours if the employee of [Company Name] is representing the business.

**Prohibited Behavior**

No employee of [Company Name] may use, possess or sell alcohol or drugs as a part of this policy.

The only drugs that are permitted under this policy are prescription medications and over-the-counter drugs that are not prohibited. Permissible drugs must be taken as directed or prescribed by a medical professional. The use of any medication that could potentially compromise the health and safety of individual, regardless of their relation to [Company Name] must be carefully regulated. If an employee of [Company Name] must take a potentially dangerous drug, all appropriate safety procedures must be followed.

The intentional misuse of any substance, illegal or otherwise, in direct violation of [Company Name]’s drug and alcohol-free policies. Disciplinary action will be taken by the appropriate parties within [Company Name] if such incidents, regardless of whether they cause harm to productivity or health, will be investigated by [Company Name] and dealt with accordingly.

**Notification of Convictions**

Any employee, potential or current, must notify [Company Name]’s Human Resource Department of any drug-related convictions in writing within five days of the conviction. [Company Name] will take any appropriate actions in accordance with State and Federal laws within a period of thirty (30) days.

**Drug Testing**

[Company Name] is serious about maintaining a drug-free environment. To ensure the highest standards of health and safety for all employees of [Company Name], [Company Name] reserves the right to perform drug-screening tests, drug-confirmation tests, and chain of custody documentation. All employees of [Company Name] will be granted the ability to prove legitimate medication explanations, including the use of prescription medication, for any positive results discovered during drug tests.

All employees of [Company Name] are required to participate in drug testing at the request of the management as a condition of employment. All employees of [Company

Name] will be subjected to the consequences of a positive test if it is proved that samples for the drug testing were diluted, substituted, or otherwise modified in the attempts to bypass drug testing.

[Company Name] actively tests for a variety of substances including amphetamines, cannabinoids, cocaine, opiates and phencyclidine (PCP). Urine samples will be tested for the presence of these drugs.

All employees of [Company Name] with a positive result on their drug test will be given a copy of the drug test and a written notice of disciplinary actions that [Company Name] intends to take. Disciplinary actions may include termination, removal from duty, referral to a drug-abuse therapy program, or a recommendation for drug rehabilitation. All employees of [Company Name] may exercise the privilege to have an independent confirmation of the drug test administered at the employee's expense.

### **Consequences**

The primary goal of the drug-free policies enforced by [Company name] is to encourage employees to seek help with any drug or alcohol abuse problems. However, the drug-free policy set forth by [Company Name] is violated, there are serious consequences. The application of any potential employee in violation of [Company Name]'s drug-free policy may have their offer of employment withdrawn.

Violators of the drug-free policy may be subject to escalating disciplinary action, including termination. A requirement for rehabilitation is also available to [Company Name] at its discretion. If a requirement for rehabilitation is not completed as set forth by the terms of this policy, violators may be terminated from their position within [Company Name]. This policy does not prohibit disciplinary action or release for other violations, performance-related problems, or other business reasons.

### **Help**

Drug and alcohol abuse are treatable illnesses. As such, the policies set by [Company Name] are designed with this in mind. [Company Name] supports all employees seeking assistance with the treatment of drug abuse. In order to support all employees of [Company Name], this policy:

- Supports and encourages employees and their family members to see professional assistance with drug or alcohol problems.
- Supports employees seeking professional help by permitting the use of accrued paid leave to seek treatment for drug or alcohol-related problems.

While [Company Name] may offer assistance with alcohol and drug treatment plans as laid out in the employee benefit plan, employees of [Company Name] are ultimately responsible for the payment and execution of their drug or alcohol-abuse treatments.

**Confidentiality**

[Company Name] keeps all information received relating to the drug-free workplace program strictly confidential. Information acquired by this program is limited to those who have legitimate reasons for knowing as applicable by State and Federal law and [Company Name] policies.

**8.3 Absenteeism & Tardiness**

Any time an employee of [Company Name] will be tardy for work, an e-mail of call should be placed to the appropriate Manager. Managers should be given as much notice as possible. It is important that all employees of [Company Name] understand that others must do their work when absent or late. Scheduling can become a serious problem without prior notice. [Company Name] reserves the right to discipline tardy or absent employees if they do not give notice to their Manager.

**8.4 Appropriate Conduct**

[Company Name] expects every employee to adhere to a certain level of moral conduct. This includes treating each employee of [Company Name] with respect, taking their feelings into consideration at all times and maintaining a high level of work ethics. Behaviors that are considered to be unacceptable include, but are not limited to, the following:

- Having or using illegal drugs or alcohol on [Company Name] property, even if you are not working at the time;
- Any violation of [Company Name]'s nondiscrimination or sexual harassment policies;
- Coming to work under the influence of an illegal substance or under the influence of alcohol;
- Use of abusive, derogatory, or violent language;
- Possession of a firearm or other dangerous weapon on [Company Name], or client company premises, or while conducting business on behalf of [Company Name];
- Theft or destruction of any client, coworker, customer, or [Company Name] property;
- Falsifying [Company Name] or client documents;
- Filing false accusations or complaint against a [Company Name] employee;
- Violence or attempted violence against any [Company Name] employee;
- Smoking in unauthorized places;
- Failure to improve behavior or conduct after repeated warnings.

At any time your performance, habits, attitude, conduct, or otherwise become unacceptable and is in violation of [Company Name] policies, rules, or regulations, you may face disciplinary actions, up to and including termination.

If you suspect a co-worker or manager is in violation of any [Company Name] policy, please contact a manager or the Human Resources Department.

### **8.5 Care of Equipment**

[Company Name] requires that all employees take care with the equipment issued to them, whether it belongs to [Company Name] or a client of [Company Name]. Employees are responsible for safeguarding and maintaining any equipment issued during employment. Upon employment termination, voluntary or otherwise, all equipment must be returned in the expected condition. [Company Name] reserves the right to withhold the cost of items from final pay should it be determined that equipment was purposefully damaged or not returned.

Should the equipment owned by [Company Name] or a client of [Company Name] be damaged, the Manager should be notified immediately. All damages due to negligence will be the responsibility of the employee that damaged the equipment. [Company Name] is not responsible for the private property of employees. At no time should equipment owned by [Company Name] or one of its clients be removed from [Company Name] property without prior permission.

### **8.6 Cell Phones**

Employees of [Company Name] should always keep personal cell phones on “silent” or “vibrate” modes while on [Company Name] property. The only exception to this is if the cell phone is issued by [Company Name] for business use only. Personal calls should only be made on personal time, including breaks or lunch time. Any personal calls or messages done on [Company Name] property that result in charges issued to [Company Name] will be billed to the responsible employee. The use of cell phones within work areas or during business hours may be restricted at the discretion of any Manager or Supervisor in charge of [Company Name] employees.

Driving and using a cell phone while on [Company Name] business is strictly prohibited. [Company Name] is not liable for accident, injury, or death as a result of an employee’s action due to the violation of this policy.

### **8.7 Electronic Messaging and Internet Use**

All computer systems owned by [Company Name], in addition to all of the software on them (including but not limited to messaging systems) are the property of [Company Name]. All documents, messages, and other communications are subject to monitoring at

[Company Name]’s discretion. [Company Name] is not required to notify employees of monitoring. [Company Name] has the right to, at will, disclose any messages that are fabricated and sent on machines and systems owned by [Company Name]. Employees do not have a right to privacy in regards to any communications done on [Company Name] property, electronic or otherwise.

Electronic systems owned by [Company Name] should be used for business only. [Company Name] systems may not be used to gain or solicit other commercial ventures, pursue political or religious agendas or other causes, and may not be used for non-business purposes. No communications made from [Company Name] systems may be used to disrupt, offend, or harm the morale of others.

The display and/or transmission of sexually-oriented material, no matter what type, are strictly prohibited by [Company Name]. Any employees of [Company Name] found to be using [Company Name] systems to pursue sexual material or participate in harassment and/or discrimination of any type through [Company Name] equipment will be subject to disciplinary action, which may include immediate termination.

## **8.8 Courtesy**

All employees of [Company Name] are expected to practice basic courtesy when representing [Company Name]. The behavior of employees directly reflects the image of [Company Name]. Employees are encouraged to develop a helpful attitude toward all customers, coworkers, and Managers/Supervisors.

## **8.9 Personal Business & Visitors**

Employees of [Company Name] are asked to keep personal calls and e-mails to a minimum during business hours. [Company Name] understands the importance of family and allows for personal time for the handling of personal affairs. See the Discretionary Hours policies for more information. All [Company Name] resources should not be used for personal purposes. Managers and Supervisors have the right to restrict visitation by visitors or those not connected with [Company Name].

## **9.0 Disciplinary Action**

### **9.1 Progressive Discipline**

In situations at the discretion of [Company Name], Progressive Discipline may be utilized in order to efficiently change a habit or behavioral pattern of valuable employees. By steadily increasing the severity of disciplinary actions, it is hoped that [Company Name] employees are motivated to voluntarily correct any misconduct or performance-based issues. The Management of [Company Name] will try to use Progressive Discipline before terminating an employee, but [Company Name] reserves

the right to exercise immediate termination as required. Progressive Discipline does not limit [Company Name]’s status as an at-will employer.

**Verbal Warning**

The first step in the Progressive Discipline policy issued by [Company Name] is the verbal warning. The verbal warning involves a discussion regarding the incident, misconduct, or poor performance by the Manager on behalf of [Company Name]. Employees warned verbally are expected to correct the behavior in question. Failure to do so will result in an escalation of discipline. All verbal warnings are kept in a record by the Manager representing [Company Name].

**Written Warning**

Written warnings are the next stage of [Company Name]’s Progressive Discipline policy. A written warning will outline the inappropriate conduct and specify the corrections that [Company Name] expects of the employee. All written warnings are kept in the employee’s file by the Manager representing [Company Name].

**Final Disciplinary Letter**

The last step before [Company Name] will typically issue a termination notice is a final written notice. This letter is similar to the first written warning, but outlines the deadline in which an employee of [Company Name] can rectify the situation. The letter will be kept in the employee’s file. The final notice warns of the risk of termination if the requirements set by [Company Name] are not met.

**Suspension**

Suspension of employees without pay is at the discretion of [Company Name]. The severity of the suspension is based off of the offense, the performance history of the employee, and the record of past incidents requiring disciplinary action. Suspensions may be issued for repeat instances of minor misconduct or performance problems. A suspension may also be issued for a single serious offense. Records of suspension are kept in employee records.

**Termination**

Termination is the ultimate punishment in [Company Name]’s discipline process. Failure to improve conduction or performance might result in termination, at [Company Name]’s discretion.

[Company Name] reserves the right to administer discipline as necessary, including sudden suspension or termination without adhering to Progressive Discipline policies if the situation warrants it.



## 9.2 Disciplinary Guidelines

Employees of [Company Name] have the right to relate their version of any incident before any disciplinary actions are taken. An opportunity will be granted to each Employee as a part of the investigation process into any complaint requiring discipline. Employees may submit an explanation, evidence, or justification that is relevant to the situation.

## 9.3 Employee Searches

All employees of [Company Name] waive their right to privacy of personal belongs while on [Company Name] property. Employees may be searched, on reasonable suspicion of policy violation. Searches and inspections may include, but are not limited to, employees, their desks, computers, e-mail, lockers, lunch boxes and Tupperware, purposes, baggage, and any personal property located on [Company Name] Property. Employee presence on [Company Name] property is an acceptance of [Company Name]'s right to conduct searches or inspections. Failure to comply with [Company Name]'s request to a search is subject to Progressive Discipline policy.

## 10.0 Mediation & Arbitration

### 10.1 Arbitration

At any time an employee or [Company Name] has a grievance that cannot be resolved through Management or Presidential mediation may be subject to the Arbitration process. Any employee of [Company Name] that agrees to Arbitration will be required to submit all claims to the Arbitrators with the exception of worker's compensation or unemployment compensation claims.

Any employee wishing to make use of Arbitration will be required to provide a written notice of the claim to [Company Name] within six (6) months of the date of first knowledge of the event triggering the request for Arbitration. The written notice used to trigger Arbitration must include a description of the nature of the claim as well as any other relevant information.

All Arbitrations are required to adhere to the Model Employment Arbitration Procedures laid about by the American Arbitration Association. The Human Resources Department may be contacted for a copy of [Company Name]'s Agreement to Arbitration.

### 10.2 Grievances

Should any employee have questions, problems, or misunderstandings, [Company Name] is available to help resolve them. All Managers and the Human Resource Department are available for discussion of any issues that an employee of [Company Name] may have. Details of the question or complaint may be requested in writing so



that a thorough, thoughtful response may be presented. While [Company Name] is dedicated to prompt responses, all employees should understand that some responses may take time to resolve properly. [Company Name] encourages all employees to present suggestions and opinions to the company in a conductive, helpful fashion. No suggestion or request issued to [Company Name] will be subject to disciplinary actions. No grievances brought to the attention of the Manage or Human Resources Department will be used against an employee at any time.

At any time an employee of [Company Name] does not feel they received a prompt response in a satisfactory manner, complaints and grievances may be escalated to the President of [Company Name]. The Arbitration process may be requested by an employee if a discussion with the President of [Company Name] does not resolve the problem.

## **11.0 Other Resources**

### **11.1 [Company Name] Library**

Employees of [Company Name] will be given access to the company library of business and work-related books. The Human Resources department can be contacted for more information on what books are available. Most titles are available from the corporate offices but arrangements may be made for book delivery.

### **11.2 [Company Name] Website**

Employees of [Company Name] are required to periodically check the [Company Name] website for updates on events, announcements, or changes to company policies. Managers or Supervisors, as well as [Company Name] reserve the right to determine what the [Company Name] website is used for, not limited to time-tracking, vacation-day posts, and business travel notifications.

## **12.0 Standard Policies**

### **12.1 Appearance**

Employees of [Company Name] are expected to use good judgment in determining dress and appearance. While a manager or client may establish guidelines for appearance, employees are expected to dress in a way that does not embarrass the company or present a risk to the employee or those around the employee.

Common sense should be used during the selection of attire. Employees of [Company Name] are expected to dress according to the situation.

**Clothing that is never acceptable at work:**

Form-fitting attire, no matter of the material, may not be worn while representing [Company Name]. In addition to this, offensive shirts or slogans may not be worn. Sandals and flip-flops are prohibited as is extremely tight or revealing attire.

## 12.2 Inclement Weather

All Employees of [Company Name] are required to follow [Company Name]'s weather protocols.

- The offices of [Company Name] do not close due to weather.
- In the event where the Federal Government closes due to weather, employees of [Company Name] may use accrued vacation time, discretionary leave, or leave without pay to remain home. Advance approval is **not** required in cases where weather is at fault. However, the appropriate Manager or Supervisor must be notified by e-mail or phone of the absence.

For Employees of [Company Name] on Site at Client Location:

- Employees of [Company Name] should follow the lead of the clients should a inclement weather occur.
- In the event where a client site closes to weather or use liberal leave, it is at the discretion of the employee of [Company Name] to determine if time is taken off of work. The standard policies relating to weather-based leave from work still apply to employees in this situation.

## 12.3 Health and Safety

[Company Name]'s first concern is for the safety and health of all of its employees. Employees are expected to exercise caution in all work activities. Violations of safety codes may result in disciplinary action. Any action that can create a dangerous situation may result in disciplinary action. Any actions of another employee that can cause harm must be reported to a Manager or Supervisor. Any conditions that are unsafe should also be immediately reported. The failure to report unsafe situations may result in disciplinary action.

Any accident that results in injury should be immediately reported to a Manager or Supervisor. This policy is required by State and Federal law in addition to the rules and regulations of [Company Name]'s insurer.

## 13.0 Confidentiality Agreement

During the course of employment at [Company Name], confidential documentation may be handled or dealt with. In this case, [Company Name] will disclose information as necessary in order to deal with any situation appropriately. In order to protect the interests of [Company Name] and those employed by [Company Name], confidentiality of personal and professional information is of extreme importance.

All employees of [Company Name] agree not to use confidential or personal information in any way except in the strict performance of their duties to [Company Name]. All confidential information is the property of [Company Name] and is protected as such.

Any documentation or information marked as “[Company Name] Confidential” or “[Company Name] Proprietary” should be treated with the appropriate respect. All employees of [Company Name] enter into a legally-binding agreement to use their efforts to protect the confidentiality of [Company Name] property as well as the privacy of any personal information encountered during employee duties. Employees of [Company Name] agree not to disclose any information to parties unrelated to [Company Name]. Employees are expected to make best efforts to prevent [Company Name] confidential information from falling into the public domain or into the possession of any unauthorized parties.

Information that is not deemed Confidential, proprietary, or personal and are thus not protected by this Confidentiality agreement include any information that:

1. Was acquired to any employee of [Company Name] prior to the reception of the information by [Company Name];
2. Is public knowledge through no wrongful act of the employee;
3. Was obtained by any employee without violating the terms set within this agreement from any party outside of [Company Name] that does not fall under restricted use or another Confidentiality Agreement;
4. Was subject to public release by order of a government agency; or,
5. Was developed by an employee outside of business hours without access to any confidential information as outlined in this agreement.

The Agreement of Confidentiality shall survive until the information disclosed to the employee of [Company Name] is no longer deemed confidential by [Company Name].

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