



Berkley
NorthPacific

| a Berkley Company

(Company Name)
Sample Employee Handbook

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IMPORTANT NOTICE

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*Employees are hereby expressly notified that the Employee Handbook and any other written or verbal statements by any representative of the Company do not constitute a set of promises or an employment contract. Also, nothing in the Handbook or otherwise communicated by a representative of the Company constitutes a promise of specific treatment in specific situations. Employment with **Insert company name** will continue at the will of the Company and the employee and may be terminated by either the employee or the Company at any time for any reason, with or without notice or cause, notwithstanding any statement in this Handbook or its subsequent revision.*

This Employee Handbook supersedes and replaces any and all handbooks and statements (both written and oral) that employees have received or may receive from any representative of the Company.

Any oral or written representations from any Company representative will not supersede the terms addressed in this Notice.

Welcome to Company Name

We are pleased that you have joined us at Company Name. In recognition that employees are our most important asset, we have a strong commitment to provide you with a positive, productive work environment and opportunities for personal satisfaction and growth.

To carry out this important commitment, it is necessary that you understand both the privileges and benefits to be enjoyed and the common sense policies which everyone must follow. You will find them explained in this personal copy of our Company Handbook.

The contents of this Handbook represent a summary of current employment conditions here at Company Name and should not be construed as a contract or an employment agreement. Nor should the contents be construed as a promise of specific treatment in specific situations. The Handbook is subject to revision from time to time as business conditions may require.

We are proud to have you as a member of our team. If you have any questions or suggestions, please feel free to discuss them with your supervisor.

Sincerely,

Company President/Owner

(On this page a welcome notice similar to that seen above should be provided to newly hired employees outlining expectations of the company policies as well as the company's history or mission statement should you find it to be helpful)

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YOUR COMPANY

WORK ENVIRONMENT

Company Name strives to create and maintain a work environment which satisfies your personal employment goals. These efforts include:

- Offering pay opportunities which are fair, equitable and competitive
- Providing competitive, comprehensive benefit programs
- Treating all employees in a non-discriminatory manner, providing equal employment opportunity without regard to race, color, religion, age, sex, marital status, national origin, or disability
- Encouraging employees to apply for promotions when job openings occur
- Assuring each employee the opportunity to discuss freely with a supervisor or officer any matter concerning the individual or **Company Name**
- Providing safe, healthful, and harmonious working conditions
- Doing everything we can to make **Company Name** an excellent place to work and an asset to the community

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Company Name is an equal opportunity employer. All employees and potential employees will be considered without regard to sex, race, religion, marital status, age, national origin, color, veteran status, or the presence of any sensory, physical, or mental handicap which does not impair the ability to do the job. All applicants are carefully screened, and full consideration is given to their training, educations, skills, aptitudes, experience, and previous work record. Our Equal Employment Opportunity policy applies to all aspects of employment-recruitment, selection, training, promotion, demotion, transfer, compensation and benefits, layoff, recall, and termination.

EMPLOYEE COMMUNICATIONS

We believe that we can communicate with all employees through our established systems and informally on a person-to-person basis. Keeping each other well informed provides a work environment that enables us to deliver superior products and services to our customers. Also, this kind of open communication can help resolve any employee concern, whether it be personal or work-related. We encourage you to immediately discuss any problem or concern with your supervisor or any other supervisor or manager. We prefer to keep our business between us without any interventions by any third party.

NO SOLICITATION

It is our objective to provide a comfortable work environment which allows employees to complete their tasks with the least amount of interruptions or disruptions. Thus, **Company Name** has established the following policy:

- Non-employees are not allowed at any time to come upon our premises for the purpose of any form of solicitation or literature distribution. This policy is to restrain third parties or strangers from soliciting or handing out materials for political, union, charitable or similar activities.
- Employees are prohibited from distributing any form of literature or other materials in their work area. Employees are also prohibited from soliciting for any cause during their assigned working time or soliciting other employees during their assigned working time.

SAFETY PROGRAM

We are vitally concerned with protecting your safety and health. You personally are one of the main contributors to this safety effort. You can help ensure your own safety and that of your fellow employees by strictly following our established safety rules and procedures which should be published and displayed at our facility. If you notice any potential hazards or unsafe conditions, please immediately report them or make recommendations to your supervisor or manager immediately so that potential accidents can be prevented. Should any accident or injury occur on the job, notify your supervisor immediately. **Monthly safety meetings are held at: (time, day of the month) at (location).** You are invited to attend or send your concerns verbally or in writing or to the office for review at the next meeting.

SUBSTANCE ABUSE

While at work, each **Company Name** employee has a responsibility to our customers, our employees and to the general public to perform his or her work and to deliver services and products in a safe and conscientious manner. **Company Name** employees must be able to work in a drug-free environment and themselves be free from the effects of alcohol and other job-impairing substances. Accordingly, the use, sale or possession by an employee of any liquor, controlled substance, drug not medically authorized, or other substances which may impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees, is strictly prohibited and will result in termination.

YOUR “RIGHT TO KNOW”

As part of our commitment to your safety and wellbeing, **Company Name** has developed a program designed to fully inform you about any hazardous chemicals present in your work area. All hazardous chemicals used in your work should be labeled or marked with identifying names and appropriate hazard warnings.

When you are first assigned to work with or around any hazardous chemical, you will be shown safe and proper procedures for using the chemical and how to protect yourself from unnecessary exposures to it. You will also learn how to detect chemical leaks or spills, the specific exposure hazards, and procedures for dealing with chemical emergencies. Our system of labeling hazardous chemicals should also be explained to you. We will provide similar training whenever

a new chemical hazard is introduced to your work area and whenever we learn of a newly-discovered hazard presented by an existing chemical.

You may also review additional information about any chemical hazard in your work areas. A complete list of hazardous chemicals present at **Company Name** is available in the corporate office or at each location. Also available for your review are the Safety Data Sheets (SDS) - formerly Material Safety Data Sheets (MSDS) - for each chemical or group of similar chemicals. These SDSs explain in detail the hazards of exposure, the symptoms of effects, proper conditions for use and exposure, emergency procedures and treatment, and appropriate clean-up methods for spills and leaks.

Upon request, you may also see a copy of our entire written program for communicating information about chemical hazards. Please see your manager if you would like to review this document. (If applicable to your business)

Our “Right to Know” program fully meets all state and federal specifications (**It is your responsibility to ensure this is accurate**). We at **Company Name** are proud of the fine safety record we have established, as we believe that this program is an essential component of a strong “safe workplace” program.

FIRE AND FIRE HAZARDS

- Know the location of all fire extinguishers
- Smoking is not allowed within 25 feet of all building openings and should only be done in designated areas
- Frayed or broken electrical cords should be removed from use and replaced
- 36” of clearance should be maintained around all electrical panels, this means nothing should be stored under them, on top of them, around them or in front of them

POWER OUTAGES

- Stay calm
- Show all customers to the exit
- Lock all doors
- Get flashlight and go to the breaker box
- In order to keep company equipment safe from extreme power surges, turn off all breakers except a row of main lights (*you may want to designate certain individuals to perform this task*)
- If power stays off for an extended period of time, call the power company
- If you have concerns or problems call your manager
- When the row of lights come back on, turn on all breakers one at a time
- Check all equipment to ensure that all is working
- Unlock the doors and resume business

ROBBERY AND VIOLENCE PREVENTION

What to do to prevent violence:

- Watch shoplifters
- Do not fight or resist shoplifters
- Do not chase shoplifters
- Call police to report

What to do to prevent robberies:

- Do not carry weapons in the (*store, restaurant, building*)
- Move away from the register when there are no customers at the counter
- Keep the store neat/clean
- Do not block windows
- Register should be seen from outside of the store
- Be aware of what is going on outside of the store
- Call the police if suspicious activities are present
- Do not keep large amounts of money in the register
- Drop all checks and large bills regularly
- Keep cash in drawer to a minimum
- Second register, if applicable and not in use should be empty and left open
- Greet every customer as they enter store, make eye contact

In Case of Robberies:

DO'S:

- Keep it short and smooth. The longer the robber takes, the more nervous the robber becomes
- Handle the entire procedure as if you were making a sale to a customer. (The average robbery takes less than two minutes)
- Obey the robber's orders; they seldom hurt people who cooperate with them.
- Let the robber know you intend to obey
- If you are not sure what the robber is telling you to do, ask
- Keep calm, and try to observe what they say, what they look like, etc.
- Tell the robber of any possible surprises, like if someone is in the back room, of if you must move in any way

After the robber has left the store:

- Lock the store
- Call the police
- Do not hang up until you are told to
- Call your manager
- Start to write down what happened: what was said, what the robber looked like, how they left the property
- Secure all possible evidence until the police have finished their investigation.

DON'Ts:

- Don't argue with the robber - give them what they want
- Don't fight with the robber - the money isn't worth risking harm to you
- Don't use weapons - the robber's weapon is one weapon too many
- Don't chase the robber - this invites violence, and the police may mistake you for the robber
- Don't estimate the amount of the loss, not even to the police

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YOUR JOB
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JOB REQUIREMENTS

(These should be updated to meet your company's requirements)

Note: These factors constitute “essential functions” of the job.

- Able to read, understand, and write the English language at the eighth grade level
- Have sufficient visual acuity to check identification
- Able to lift up to 50 pounds at least once per shift
- Able to stretch/bend/twist in the regular function of cleaning
- Able to speak and understand English, including the ability to hear the spoken word

The list of requirements, duties and responsibilities is not exhaustive, but is for the current job. Management reserves the right to revise the job description and to require that other tasks be performed when the circumstances of the job change (for example, emergencies, changes in personnel, and changes in method of operation, workload or technical development).

JOB DESCRIPTION

(It is your responsibility to fill these out to meet the requirements of the jobs present in your company. It should include a statement of the job and the duties and responsibilities).

CUSTOMER SERVICE

(You should update this to reflect your expectations of customer service for your business. Examples are provided below).

- We are open during the hours that customers need us the most
- Our locations are clean and neat, and customers like to do business with us
- Our staff enjoys meeting customers, and giving them friendly service
- All of your job duties are related to the needs of our customers. We need to keep our location(s) clean and neat, stock and price the items they need, cover the late hours or early hours they need us open and serve our customers in a friendly way
- Each of your job tasks has a special importance to the success of our business and to your successful career with our Company. Every duty we ask of our staff is designed to serve our customers
- Help customers find what they need
- Work with our suppliers to keep merchandise in stock
- Keep the location clean inside and out, including the restrooms
- Offer friendly and courteous service to all of our customers

There are many other competitors in our area. Customers can shop at any other competitor. Customers choose to do business with our business. We need to ensure that they remain loyal customers.

Food for thought:

There is less to fear from outside competition than from inside inefficiency, discourtesy, and bad service.

CUSTOMER COURTESY

(This section should be reviewed for applicability to your business)

- The customer is always right.
- The customer will receive a receipt or invoice for each transaction.
- Refunds are cheerfully given.
- All questions asked by customers will be handled in a courteous and professional manner.
- Customer complaints will not be tolerated.
- All customers will be greeted and thanked.
- Each customer will receive personal one-on-one service.
- Customers will receive prompt service.

GUNS/WEAPONS

Guns or weapons of any kind are not allowed on the premises at any time, nor should they be transported within any company car.

MONEY HANDLING

You are responsible for your own assigned till; the manager is the only other person able to use your till. Mistakes will not be **voided** or **error corrected** from till, they will be written down on an over-ring sheet. Cash drops must be made often, allowing a minimum of cash for operation. Excessive overages or shortages will not be tolerated.

CREDIT/DEBIT CARDS

We accept: Master Card, Visa, American Express and Discover (**this should be edited to reflect your company policy**). It is a violation of our credit card acceptance policy to give cash back on credit card purchases.

CHECK CASHING

(Your company policy should be included here)

EMPLOYEE THEFT

If you are caught or admit to stealing, you will be fired and we will prosecute to the fullest extent of the law.

PERSONAL VEHICLE USE

When using your personal vehicle on behalf of **Company Name** your personal auto insurance is the primary payer. Liability insurance must cover a minimum of \$300,000 per occurrence. **Company Name** is not responsible for any physical damage to your vehicle. You must carry your own collision and comprehensive coverage.

COMPANY VEHICLES FOR PERSONAL USE

Personal use of company vehicles is prohibited. The employee assigned to the vehicle will be the only driver allowed to operate the vehicle. The vehicle is not to be for personal and/or entertainment purposes. Please see our Fleet Safety Policy for more details.

ALCOHOL/TOBACCO/LOTTERY SALES

(This section should be modified to meet business operations, it is possible none of the below applies)

All staff is required to attend the alcohol and tobacco training class provided by the **Your State** State Liquor Control Board. This class is provided (**once a month**). You must attend the first offered class from hire date. If you are unable to make the first class, you will be unable to work until such time the class has been taken. No exceptions.

Our business allows you, as our representative, to sell restricted products (i.e. Alcohol, Tobacco and Lottery products) to customers who by state law are permitted to buy these products. The business, however, could suffer severe penalties imposed by the State if even one employee does not comply with the laws described below. All alcohol products packaged under a twelve count (half case) will be put into a carry out bag.

Know the Law:

- Age is critical. You must determine that a customer is of legal age before selling him or her restricted products. The legal age for this state is **Insert age** years old for Tobacco and Lottery products and 21 years old for Alcoholic Beverages. Under no circumstances

may you sell any restricted products to someone you have reason to believe is younger than the legal age. If you have any question about your customer's age, ask for proper identification. Once you have asked for identification, your customer MUST produce proper identification. If unable to do so, the sale cannot be completed. ABSOLUTELY NO EXCEPTIONS!

- Alcohol may **not** be sold between the hours of 2:00AM and 6:00AM
- Second party sales- you are not allowed to sell restricted products knowingly to a legal age adult who in turn is going to give or resell to a minor

Verifying a customer's age:

- When in doubt, check I.D. You must ask for proof of age

What is acceptable I.D.:

- State or Province pictured driver's license, or I.D. cards
- Passports, Active military I.D.

Check the I.D. guide for the current acceptable identification

How to check a customer's I.D.:

You must make the following determination before accepting an I.D. as genuine:

- Check the birth year to make sure it has not been altered in any way
- Compare the photo on the license to the person. There should be a reasonable match
- Make sure physical characteristics such as eye color, height and weight on the I.D. match those of the customer

ALL new I.D.s make checking easy. Minors' I.D. is often now vertical. Check example in I.D. Checking guide. If for any reason the I.D. is not satisfactory, do not make the sale. However, even if you believe the I.D. is false, you must return it to the customer. If the customer argues with you when you ask for I.D., explain that it is **Company Name** policy. Remain calm and polite, however, do not let yourself be forced into making a sale if you are not completely satisfied that the customer is of legal age. If the customer cannot or will not provide proof of age once you have asked for it, DO NOT MAKE THE SALE.

***Company Name** has a zero tolerance policy on restricted product sales. If you should be suspected of selling restricted products to a minor, you will be suspended pending investigation, and possibly terminated.*

NOTE: COMPANY NAME TAKES THE RESPONSIBILITY OF SELLING RESTRICTED PRODUCTS VERY SERIOUSLY. IF YOU SELL TO A MINOR, PLAN ON LOSING YOUR JOB. PLAN ON BEING CRIMINALLY CHARGED.

VENDOR POLICIES

(Update this section to reflect your company policies)

PROPERTY MAINTENANCE

(Update this section to reflect your company policies)

MISCELLANEOUS

- Use of alcohol or drugs previous to or during your shift is strictly forbidden and will result in termination of employment
- Cigarette smoking only in designated areas. See your manager for designated locations
- Telephone will be used only for business, or in case of emergencies
- NO personal use of cellular phones, blue tooth, computers, laptops, e-readers, games or any other electronic devices while on duty
- No payroll withdraws
- Staff parking in designated areas. See manager
- No stealing
- In order to protect **Company Name** and its employees, employees and their belongings are subject to search when deemed appropriate by **Company Name**.

(Any other company policies you deem necessary should be included in this section)

PERSONNEL POLICIES

EMPLOYEE RESPONSIBILITIES

Each employee has certain responsibilities to his/her fellow employees and the company. Some of these responsibilities are:

Report to work on time. Employee punctuality is necessary in the business organization. If, for any reason, you are going to be late in reporting for your scheduled shift, your manager must be advised. This must be done as soon as possible and prior to your scheduled starting time, so your manager can adjust for your tardiness. Excessive tardiness will result in disciplinary action and/or termination.

INJURY REPORTING

All work-related injuries must be reported to a manager or owner immediately or not more than 24 hours from incident. Failure to immediately report injuries may result in loss of Worker's Compensation benefits. After each medical appointment resulting from a work related injury, you must contact (**name**) and supply a copy of any paperwork that you received at the appointment. All employees are required to follow all safety and security procedures at all times.

CONDUCT AND DISCIPLINE

Common sense is the best guide to proper conduct. You as an individual are responsible to the Company and your fellow employees to be industrious, safe, fair and honest in your personal conduct. If management determines that your behavior or performance warrants disciplinary action then one or more of the following types of discipline may be imposed:

- **Oral warning:** your manager, through verbal counseling, will advise you of the violation or problem that needs to be corrected
- **Written warning:** a written warning may be issued to you by the appropriate supervisor, which you will be asked to sign. You should understand that another violation or problem could result in discharge
- **Suspension:** you may be suspended from work without pay, for a specified period which varies, depending upon the violation or problem and circumstances. The details of the suspension may be confirmed in writing, and the suspension should be understood by you as being very serious in nature
- **Discharge:** your employment with **Company Name** is terminated

It is within the manager's sole discretion to decide which type(s) of discipline would be appropriate for any situation.

The following offenses are listed to provide employees with examples of unacceptable behavior; however, it must be understood that this is not a comprehensive list of impermissible conduct.

- Violation of company's drug and alcohol policy
- Violation of safety rules and requirements, e.g. smoking in prohibited areas or other actions resulting in unsafe conditions
- Damaging or misusing Company property or property of others
- Fighting, gambling or disorderly conduct on Company property
- Unauthorized possession or mishandling of Company property or property of others
- Falsifying documents, e.g. application, time cards, shift reports, credit cards and/or any other Company records
- Theft of Company, customer or employee property or monies
- Cash or inventory shortages
- Failure or refusal to perform assigned work or to follow the manager's instructions
- Harassing, threatening or disruptive behavior
- Tardiness or absenteeism
- Refusing to cooperate with a Company investigation
- Noncompliance with any of the employee rules, requirements and responsibilities

These disciplinary policies are discretionary. Employment with **Company Name** can be terminated at any time, for any reason, by either **Company Name** or the employee.

OUTSIDE EMPLOYMENT

It is important not to let your outside activities hinder your efforts at **Company Name**. If you work a second job, you must be sure that such employment does not conflict or interfere with your work here. Potential conflicts include poor work performance, absenteeism, tardiness or the risk of compromising confidential information. Our desire to avoid outside conflicts for the mutual benefit of everyone concerned is important for all of use. Please discuss any outside employment with your supervisor to ensure that no conflict with your job here at **Company Name** exists.

PERSONAL APPEARANCE

Staff will be supplied with uniforms or other required equipment/clothing where necessary. Along with dress code, these items are expected:

- Shoes worn at all times, and must cover toes
- Shirts will be tucked in at all times
- No hats
- Hair that is below bottom of shirt collar will be pulled back tight to the head
- Hair must be kept clean and be kept to business and professional standards. Extreme colors or styles are unacceptable
- Beards and mustaches must be kept clean and trimmed

- Perfume and cologne is allowed if it does not bother co-workers or customers
- Hands and fingernails must be kept clean
- Employees must maintain good personal hygiene at all times
- Body piercing is prohibited except for acceptable conforming business standards
- Tattoos must be covered

(This section should be reviewed, updated and revised to meet your company’s personal appearance policies and clothing/uniform requirements or where applicable personal protective equipment (PPE) required for the job)

STAFF PURCHASES

(Update this section to reflect your company policies)

ANTI-HARASSMENT POLICY

Company Name is committed to maintaining a work environment that is free of discrimination and harassment. In keeping with this commitment, we will not tolerate harassment of our employees by anyone, including any manager, supervisor, co-worker, vendor, client or customer.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person’s protected status, such as sex, color, race, ancestry, religion, national origin, age, medical condition, physical or mental disability, marital status, veteran status, citizenship status or other protected group status. **Company Name** will not tolerate harassing conduct against any employee, regardless of their status, that affects tangible job benefits, interferes unreasonable with an individual’s work performance or create an intimidating, hostile, or offensive working environment.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors and other physical, verbal or visual conduct based on sex constitute sexual harassment when:

- (1) Submission to the conduct is an explicit or implicit term or condition of employment; and/or;
- (2) Submission to or rejection of the conduct is used as the basis for an employment decision; and/or;
- (3) The conduct has the purpose or effect of unreasonable interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment includes, but is not limited to, explicit sexual propositions, sexual innuendo, suggestive comments, sexually related “kidding” or “teasing,” “practical jokes,” jokes about

gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another's body.

All employees are responsible for helping to eliminate harassment from our workplace. If you are subjected to harassment because of your sex or other personal characteristics, or simply because someone does not like you, or if you observe fellow employees being subjected to harassment, **you must immediately notify your manager or any member of management.** The failure to report will result in discipline, up to and including discharge. Our policy is to investigate all such complaints thoroughly and promptly. This means that the alleged offending party will be confronted with allegations of misconduct, which may result in disclosure of the person complaining and other witnesses, to the fullest extent practicable, **Company Name** will keep complaints and the forms of their resolution confidential. If an investigation confirms that harassment has occurred, we will take strong and decisive corrective action including termination.

No employee will be retaliated against in any manner whatsoever for reporting harassment. If there is compelling evidence that the accusation is knowingly false to the accuser, appropriate disciplinary action will be taken.

PROBLEM REVIEW PROCEDURE

In any organization, problems or difference of opinion over work matters may occasionally arise between an employee and supervisor, fellow employees, or the Company in general. We encourage you to immediately bring any problem you might have to your immediate supervisor first. If your supervisor is unable to resolve the problem to your satisfaction, we ask that you discuss it with one of the owners.

We encourage you to bring your problems and questions to the Company's attention. We will thoroughly discuss and evaluate each issue and take the necessary actions to reach a solution.

PERSONAL STATUS CHANGE

To ensure that your benefits and records are kept up-to-date, please notify your manager or HR of any changes in your name, address, telephone number, marital status, number of dependents, or related information.

ATTENDANCE

Regardless of what job you hold, you are vitally important to the day to day operation of your facility, thus, your regular attendance is essential. If an occasion should arise where you will be absent from your job due to illness, or some other reason, you must advise your manager as soon as possible prior to your scheduled starting time. This will allow planning for a possible substitute or rescheduling of your work. Contact your manager immediately and give the reason

for your absence and your anticipated date of return to work. If the period of your absence will extend beyond your original estimate, you should contact your manager immediately with a new estimated date of return. All medically related or medically excused absences will require a written clearance before returning to work. An absence of two days without calling in or returning to work will be considered job abandonment.

TIME CARDS

(Update this information to reflect your company policy)

- You are responsible for punching in when you arrive and punching out when you leave
- You are not authorized to punch in or out for a co-worker
- Overtime is paid to persons working over 40 hours in one week, Sunday through Saturday. Overtime must be approved in advance by your supervisor or manager
- Pay periods are: **Insert your company information**
- Pay days are: **Insert your company information**
- Your employee card is to remain at the facility at all times
- If you forget to punch in or out, your manager can make adjustments for correction

EXIT INTERVIEWS

All employees who leave the employ of **Company Name** will be offered the opportunity to participate in an exit interview or survey conducted by the corporate office. By conducting exit interviews, we hope to gain constructive insights and ideas for the benefit of all employees.

EMPLOYEE BENEFITS

SAMPLE

BENEFITS

Along with your rate of pay, **Company Name** has other benefits:

(Update this section to reflect your company's benefits package)

Items included here may be: health, dental, vacation, 401(k), etc.

HOLIDAYS

(This section should be updated to reflect holidays for your company)

Common days include but are not limited to: Christmas Day, Labor Day, Memorial Day, New Year's Day, Thanksgiving, etc.

REST PERIODS

(Update this section to reflect company policies and procedures for taking breaks)

MEDICAL BENEFITS AFTER EMPLOYEMENT CEASES (COBRA PLAN)

You are able to continue your medical and dental benefits if applicable for 18 months at your own expense, after leaving **Company Name** if:

- We receive in writing your request to continue benefits
- Payment for benefits is receive no later than the 1st of each covering month
- Your medical benefits will be terminated without notice if we do not receive notice of request to continue, or payment by the 1st of each covering month.

FAMILY LEAVE POLICY

After one year of employment, all regular employees (working at least 1250 hours per year) will be eligible for Family Leave. You may take up to 12 workweeks of unpaid family leave every 12 months to (1) care for your newborn child, adopted child or foster child; (2) your own serious health condition; or (3) a family member if he or she has a serious health condition. A "family member" is defined as a son, daughter, spouse, parent or parent-in-law of the employee. The term "son" or "daughter" is specifically defined by a person under 18 years of age or 18 years of

age or older and incapable of self-care because of a mental or physical disability. A “serious health condition” is defined as an “illness, injury, impairment or physical or mental condition involving either in-patient care or continuing treatment by a health care professional.”

At the option of the Company, and under certain circumstances, you may take leave on a reduced leave schedule, meaning a leave scheduled for fewer than your usual number of hours or days per workweek.

Requests for family leave must be submitted in writing to your manager or the HR manager at least 30 days in advance of the anticipated dates during which you intend to take leave. In case the 30-day notice is not possible, notice should be given to your manager or the HR manager as soon as possible.

If you are on family leave, you must use your available sick leave and vacation during the leave period. The balance of leave will be unpaid. Vacation will not accrue for the unpaid period of the leave. Your health insurance will continue during the period of your family leave under the same terms that applied before you took leave. However, if you choose not to return to work due to reasons other than a serious health condition, the Company may recover from you the health premiums paid during the 12-week leave.

Barring unusual circumstances, employees returning from family leave will be reinstated to their original job or to a position of equivalent status and pay.

MILITARY LEAVE *(This section should be reviewed and changed to meet your company policy within the scope of state and federal laws)*

Company Name is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Company’s policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Employee Benefits Representative responsible for the employee's division, or the Representative's supervisor if the Representative is unavailable or unable to be of assistance.

Eligibility

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists, National Guard members for training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform

such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Procedures for Military Leave

1. Unless military necessity prevents it, or is otherwise impossible or unreasonable, an employee should provide the Company with notice of the need for leave as far in advance as is reasonable under the circumstances. Written notice is preferred, but not required under the law or this policy.
2. To request temporary or extended military leave of absence, the employees should generally obtain a Request for Leave of Absence Form from Human Resources. However, a written application is not required under the law of this policy.
3. Human Resources will review and sign the Request for Leave of Absence Form, collect any applicable insurance premiums from the employee, generate other applicable documents, and process accordingly.
4. Employees on temporary or extended military leave may, at their option, use any or all accrued paid vacation or personal leave during their absence.
5. When the employee intends to return to work, he or she must make application for reemployment to Human Resources within the application period set forth below.
6. If the employee does not return to work, the manager must notify Human Resources so that appropriate action may be taken.

Benefits

If an employee is absent from work due to military service, benefits will continue as follows:

1. An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 31 day period, the employee and covered dependents can continue group health insurance up to 24 months at a 102% of the overall (both employer and employee) premium rate.
2. The group long term disability insurance provided by the Company will terminate the day the employee becomes active military.
3. The group term life/AD&D insurance provided by the Company will terminate the day the employee becomes active military.
4. Employees do not accrue vacation, personal leave or sick leave while on military leave of absence status.

5. With respect to the Company's retirement plan, upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Immediately upon reemployment, the employee, may at employee's election, make any or all employee contributions that the employee would have been eligible to make had the employee's employment not been interrupted by military service. Such contributions must be made within a period that begins with the employee's reemployment and that is not greater in duration than three times the length of the employee's military service. Employees will receive all associated company match for such contributions.

6. Voluntary supplemental life/AD&D insurance will terminate the day the employee become active military. Converting to an individual policy may continue voluntary depended life insurance coverage. To exercise this conversion option, dependents must submit a written application and the first premium payment within 31 days immediately following the termination of coverage.

Reemployment

Upon the employee's prompt application for reemployment (as defined below) an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

1. *Less than 91 days of military service* - (i) in a position that the employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for such position after reasonable efforts by the Company, in the position in which the employee had been employed prior to military service.

2. *More than 90 days and less than 5 years of military service* - (i) in a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or (ii) if proved not qualified after reasonable efforts by the Company, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.

3. *Employee with a service-connected disability* - if after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the Company; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

Application for Reemployment

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit an application for reemployment according to the following schedule:

1. *If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service) - the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence.*
2. *If service is for 31 days or more but less than 181 days - the employee must submit an application for reemployment with Human Resources no later than 14 days following the completion of service.*
3. *If service is over 180 days - the employee must submit an application for reemployment with Human Resources no later than 90 days following the completion of service.*
4. *If the employee is hospitalized or convalescing from a service-connected injury - the employee must submit an application for reemployment with Human Resources no later than two years following completion of service.*

• Exceptions to Reemployment

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

1. The Company's circumstances have so changed as to make reemployment impossible or unreasonable
2. Reemployment would pose an undue hardship upon the Company
3. The employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period
4. The employee did not receive an honorable discharge from military service

General Benefits upon Reemployment

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. An employee's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their

job at the Company. Additionally, upon reemployment, a covered employee will not be discharged except for cause for up to one year following reemployment.

• **Documentation**

An employee's manager will, upon the employee's reapplication for employment, request that the employee provide The Company with military discharge documentation to established the timeliness of the application for reemployment, the duration of the military service, and the honorable discharge from the military service.

JURY DUTY LEAVE *(This section should be reviewed and altered to meet your company's policy, the below is provided as an example)*

We recognize the responsibility of every citizen to serve on jury duty when summoned and whenever personal and business circumstances permit. In these instances, we will pay the difference between your jury duty pay and your normal salary for the period of duty, not to exceed ten (10) working days per calendar year. Written evidence of jury duty may be requested by your manager. You must report to work during those periods when you have no court responsibilities.

SUGGESTIONS

Your good ideas are always welcome. Growth and success are the results of innovative thinking and we encourage your contribution. If you see a way of improving something in your area, say so.

ACKNOWLEDGEMENT

(To be removed and placed in the employee's personnel file)

I acknowledge and agree that the Employee Handbook and any other written and verbal policy statements by any representative of the Company do not constitute a set of promises or an employment contract. I also understand that this Handbook and any other statements by the Company do not constitute an express or implied promise of specific treatment in specific situations. I understand that my employment with **Company Name** will continue at the will of the Company and myself and may be terminated at any time for any reason by either party, with or without notice or cause, notwithstanding any statement in this Handbook or its subsequent revision or any covenants implied by law.

I acknowledge and agree that the Employee Handbook supersedes and replaces any and all handbooks, manuals, and policy statements (both written and oral) that I have received.

I further acknowledge and agree that any oral or written representations from Company representatives will not supersede the terms addressed in this Acknowledgement.

I have received a copy of the Employee Handbook (dated **Insert Date of Handbook**) and I accept responsibility for familiarizing myself with the policies and regulations it contains.

Any questions I have concerning this Acknowledgement were answered to my satisfaction.

Signed: _____

Date: _____

Witness: _____

Date: _____