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# EMPLOYEE HANDBOOK TEMPLATE

This is a template which you may adapt and use when hiring new staff. The content of this document is broadly inspred by the Employment Standards Act and can serve as an excellent starting point for putting together a practical reference document which your employees can consult at any time. The **EMPLOYEE HANDBOOK** is an essential tool for successfully integrating new staff into your team.

**Recommendations for using the Employee Handbook**

In keeping with Human Resources best practices, we recommend that you give a copy of this Handbook to your employees on their first day of work. This will allow you to review the various topics covered in the Handbook and establish the setting in which your employees will be working. Once you have completed this review, you will be in a position to answer your employees’ questions, and can then give them their copy of the Handbook (optional) along with a sample letter in which they acknowledge having read the document. This letter can be found on the last page of the Handbook and will be inserted into the employee’s personal file.

In the event of a misunderstanding or legal proceedings, it may well be to your advantage if you have ensured that the employee has read and understood the Handbook.

**A few hints on customizing your Employee Handbook:**

* Words highlighted in grey must be replaced by information specific to your company.
* We have also included some optional tips; they are to be deleted before printing this document.

**Important Notes:**

* It is strongly suggested to periodically update the Employee Handbook so that it will reflect all legislative, regulatory and internal policy changes.

This guide is provided to you for information purposes only. Grandy & Associates cannot be held responsible for its final content or for any subsequent use and interpretation thereof by the company or a third party.

We suggest that you remove this introductory page when preparing your company’s Employee Handbook.

Company Policy

Manual

Date

Name of Business, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this Manual at any time without prior notice.

No one other than the CEO of Name of Business may alter or modify any of the policies in this manual. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee. You will be kept informed of changes through suitable lines of communication; including postings on the company bulletin boards and/or written notices sent directly to you in-house.

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

This manual replaces all previous manuals for Acme Inc. as of Date.

Welcome to Name of Business

Dear Employee:

We are very happy to welcome you to Name of Business. Thank you for joining us! We want you to feel that your association with Name of Business will be a mutually beneficial and pleasant one.

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

Name of Business is dedicated to two standards:

1. To provide our customers with the best quality products at the best prices with the best service.

2. To provide you with wages and benefits comparable to others doing similar work within the industry and within the region.

As a member of Name of Business's team, you will be expected to contribute your talents and energies to improve the environment and quality of the company, as well as the company's products/services. In return, you will be given opportunities to grow and advance in your career.

At Name of Business, we always put safety first. We believe it is our duty to provide you with as safe a workplace as we possibly can. For your protection, we have an in-house safety inspection program. We also have a substance abuse policy, because you have a right to know you can depend on your co-workers.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working -- pleasant relationships and working conditions, career development and promotion opportunities, and health benefits are just a few. Name of Business is committed to doing its part to assure you of a satisfying work experience.

I extend to you my personal best wishes for your success and happiness at Name of Business.

Sincerely,

Owner’s Name

Name of Business

Purpose of This Company Policy Manual

This Company Policy Manual has been prepared to inform you about Name of Business's history, philosophy, employment practices, and policies, as well as the benefits provided to you as a valued employee and the conduct expected from you.

No company policy manual can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

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

We ask that you read this Manual carefully, and refer to it whenever questions arise. We also suggest that you take it home so your family can become familiar with Name of Business and our policies.

Name of Business's policies, benefits and rules, as explained in this Manual, may be changed from time to time as business, employment legislation, and economic conditions dictate. If and when provisions are changed, you will be given replacement pages for those that have become outdated. A copy will also be placed on our bulletin boards.

Receipt & Acknowledgment

of Name of Business’s

Company Policy Manual

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This Company Policy Manual (“Manual”) is an important document intended to help you become acquainted with Name of Business. This Manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the general business atmosphere of Name of Business and economic conditions are always changing, the contents of this Manual may be changed at any time at the discretion of Name of Business. No changes in any benefit, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you as an employee and on Name of Business.

Please read the following statements and sign below to indicate your receipt and acknowledgement of the Name of Business’s Company Policy Manual.

* I have received and read a copy of the Name of Business Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of Name of Business at any time. I understand that this Manual replaces (supersedes) all other previous Manuals for Name of Business as of Date created.
* I further understand that my employment is terminable at will, either by myself or Name of Business, regardless of the length of my employment or the granting of benefits of any kind, including but not limited to, profit sharing benefits which provide for vesting based upon length of employment.
* I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the CEO of Name of Business.
* I am aware that during the course of my employment confidential information will be made available to me, i.e., product designs, marketing strategies, customer lists, pricing policies and other related information. I understand that this information is critical to the success of Name of Business and must not be given out or used outside of Name of Business's premises or with non-Name of Business employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.
* I understand that, should the content be changed in any way or if a new policy or procedure is initiated, Name of Business may require an additional signature from me to indicate that I am aware of and understand any new policies.
* I understand that my signature below indicates that I have read and understand the above statements and read all pages of the Manual. I have received a copy of the Name of Business’s Company Policy Manual.

Employee's Printed Name Position

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Employee's Signature Date

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Owner/Manager's Signature Date

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All parties sign & date this copy and leave in book.

The signed original copy on the next page should be torn out of book and given to Human Resource Administrator. It will be filed in your personnel file.

* I understand that my signature below indicates that I have read and understand the above statements and read all pages of the Manual. I have received a copy of the Name of Business’s Company Policy Manual.

Employee's Printed Name Position

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Employee's Signature Date

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Owner/Manager's Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

This copy to Human Resources to be placed in employee’s personnel file.

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# Company Overview

## About Name of Business

In Date, we started our business in City & State forming Name of Business. Having been in the HVAC business for Number of years, we wanted to create a service oriented, quality company for the installation and repair of refrigeration, heating and air conditioning systems.

Name of Business operates in City & State and surrounding communities within approximately a 60-mile radius.

Our service vehicles are up to date with the latest repair and diagnostic equipment and manned with experienced technicians. Our radio dispatching system allows us to respond quickly to our customers needs. We have service available 24 hours a day, seven days a week.

We proudly carry XYZ equipment. XYZ has long been known for excellence in quality and length of service. We service and repair all makes and models of refrigeration and air handling equipment.

Name of Business is now at a point where we need to grow to the next level and expand our ability to serve and reach out to more new consumers.

**Mission**

Our mission is to provide the greater City & State area with fast, friendly and courteous service, for the installation and repair of refrigeration, heating & air conditioning products utilizing only quality equipment and parts. Additionally, we want to follow through with the best after-sales service to our customers.

We want to accomplish this by creating a company that is responsive to not only our customer’s needs, but also one that will foster a family of bright, energetic personnel who are goal oriented and dedicated to growing the company each and every year.

**Background**

For many years members of the community have had to deal with a few companies in the area that were not responsive to customer’s needs. We wanted to change this situation and give consumers another choice. Thus, Name of Business was born.

From our initial modest first year sales of $Annual Revenue to our current level of approximately $Updated Revenue, Name of Business stands poised to take the next steps to grow into not only the new millennium, but greatly increased sales and service.

**Concept**

Our strategy for growth and to meet the challenges of the current economic times is to provide Anywhere USA with a knowledgeable company who is willing to meet these demands. Name of Business feels we can step up to and conquer these challenges with our knowledge, products and services.

Our goal is to dominate our market with superior growth in the residential and commercial HVAC in Anywhere USA.

## Name of Business - Organization Chart

**CEO**

**Operations**

**Administration**

**Sales**

## What You Can Expect From Name of Business

**Installation**

**Service**

Name of Business's established employee relation’s policy is to:

1. Operate an economically successful business so that a consistent level of steady work is available.

2. Select people on the basis of character, attitude, skill, training, and ability, without discrimination with regard to race, color, religion, creed, gender, national origin, age, veteran status, and handicaps or disabilities that does not prohibit performance of essential job functions.

3. Pay all employees according to their effort and contribution to the success of our business.

4. Review wages, employee benefits and working conditions constantly with the objective of providing maximum benefits in these areas, consistent with sound business practices.

5. Provide paid vacations and holidays to all eligible employees.

6. Provide eligible employees with medical insurance and other benefits.

7. Dedicate ourselves to 100% customer satisfaction of products and services.

8. Develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions and constructive criticisms of fellow employees.

9. Assure employees, after talking with their manager, an opportunity to discuss any problem with the CEO of Name of Business.

10. Make prompt and fair adjustment of any complaints, which may arise in the everyday conduct of our business, to the extent that is practicable.

11. Respect individual rights, and treat all employees with courtesy and consideration.

12. Maintain mutual respect in our working relationships.

13. Provide buildings and offices that are clean, comfortable, orderly and safe.

14. Promote employees on the basis of their ability and merit.

15. Make promotions or fill vacancies from within Name of Business whenever possible.

16. Keep all employees informed of the progress of Name of Business, as well as the company's overall aims and objectives.

17. Perform the above challenges in a spirit of friendliness and cooperation so that Name of Business will continue to be known as "a great place to work!"

## What Name of Business Expects From You

Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and maintain a good team attitude. How you interact with fellow employees and those whom Name of Business serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire company. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability. The result will be better performance for the overall company, and personal satisfaction for you.

You are encouraged to seize opportunities for personal development that are offered to you. This Manual offers insight on how you can positively perform to the best of your ability to meet and exceed Name of Business’s expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making Name of Business a company where you can approach your manager, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of Name of Business. (Please take a look at the section describing the submission of Suggestions.) We're all human, so please communicate with each other and with management.

Remember, you help create the healthful, pleasant and safe working conditions that Name of Business intends for you. Your dignity and that of fellow employees, as well as that of our customers, is important.

Name of Business needs your help in making each working day enjoyable and rewarding.

## Company Policy & Procedures Overview

Following is a general summary of duties, obligations and policies of Name of Business. Detailed information will be found in the respective sections of the Company Policy Manual.

### Attendance

All employees must be at work site or office, ready to work at the beginning of each work day. You need to ask your supervisor for permission to leave a job site, before the end of shift.

### Field Personnel Dispatch and Invoicing

It is imperative that the company knows the location and job all field personnel are on. Field personnel must call in to dispatch when leaving a job and then when arriving at next one. This tracking is related to our ability to better serve our customers and maintaining our productivity and profitability. All invoices and timesheets must be completed fully and correctly and turned in on a daily basis.

### Absence or Lateness

You are expected not to have any (0) unexcused absences. You must speak directly to your supervisor to receive authorization for an absence. We expect you to personally call no later than 7:45 a.m. if you will be absent or late. Unauthorized absences and lateness will result in disciplinary action up to and including termination.

### Meal & Break Periods

Your supervisor will schedule and authorize two paid 15-minute break periods per eight-hour shift. Your supervisor will also schedule an unpaid meal period during the workday.

### Severe Weather and Emergency Conditions

You have the responsibility to contact your supervisor if it is reasonable to anticipate conditions that prevent work being performed.

### Personal Records

You have the responsibility to inform the office staff of any changes in your family status or contact information.

### Payroll Period

Payroll week begins 12:01 AM Saturday, and ends on Friday 12:00 Midnight. Pay cycle is twice per month for services performed during each calendar month. It is your responsibility to ascertain that your time card information is correct, all hours are accounted for and job information is filled in. Time cards are due in the office daily. If timecards are not submitted daily, payment for those hours will be rolled over and included in the next payroll period.

### Overtime Pay

Your supervisor must authorize all overtime.

### Health Insurance

Individual Medical Care Coverage Insurance premiums are paid 100% by the company. All additional family coverage is paid 100% by employee. The office will provide coverage and deductible details. Medical plans and terms may change from time to time, as determined by management.

### Holidays

The following are paid holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. You must be a full-time employee, work (or be available) and be on time on the scheduled day before and after the holiday, to receive holiday pay. If a holiday falls during a scheduled vacation, it will be paid as if you worked.

### Vacations

Full-time employees are given five paid vacation days after one year of service. Your supervisor will explain scheduling and limitation policies. After three years, you will earn 10 days of paid vacation, and after five years of service, 15 days of paid vacation. At this time, vacation time may not be accumulated and rolled over to the following year.

### Other Paid Time Off

Full-time employees may be given paid time off for Funeral Leave. Sick day pay starts the second day missed to illness. It is your responsibility to ask your supervisor for limitations and scheduling.

### Unpaid Leave

Certain medical, personal, and other reasons may require temporary release from your job duties. See your supervisor for authorization and limitations.

# Employment

## Personnel Administration

The task of handling personnel records and related personnel administration functions at Name of Business has been assigned to: Office Manager/H.R. Administrator. Questions regarding insurance, wages, and interpretation of policies may be directed to Office Manager/H.R. Administrator.

### Your Personnel File

Keeping your personnel file up to date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify your manager or Office Manager/H.R. Administrator as soon as possible:

1. Legal name

2. Home address

3. Home telephone number

4. Person to call in case of emergency

5. Number of dependents

6. Marital status

7. Change of beneficiary

8. Driving record or status of driver's license, if you operate any Name of Business vehicles

9. Military or draft status

10. Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under Name of Business's benefits package could be negatively affected if the information in your personnel file is incorrect.

Since Name of Business refers to your personnel file when we need to make decisions in connection with promotions, transfers, layoffs and recalls, it's to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.

You may see information, which is kept in your personnel file if you wish, and you may request and receive copies of all documents you have signed. Please ask your manager to make an appointment for you with Office Manager/H.R. Administrator.

## Employment Classifications

### Full-Time Employees

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At the time you are hired, you are classified as full time, part time or temporary and are also told whether you qualify for overtime pay. Unless otherwise specified, the benefits described in this Manual apply only to full-time employees. All other policies described in this Manual and communicated by Name of Business apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure of which job classification your position fits into, please ask your manager.

An employee who has successfully completed the Introductory Period (see the Employment Policies section for definition) of employment and who works at least thirty- two (32) hours per week is considered a full-time, at-will, employee.

If you were a full-time employee and were laid off, you will be considered a full-time employee upon return to work, provided that you were not on layoff for longer than one (1) year.

If you were a full-time employee and have been on an approved leave of absence, upon return you will be considered a full-time employee, provided you return to work as agreed in the provisions of your leave.

### Part-Time Employees

An employee who works less than a regular thirty-two or more hour work week is considered a part-time, at-will, employee. If you are a part-time employee, please understand that you are not eligible for benefits described in this Manual, except as granted on occasion, or to the extent required by provision of state and federal laws.

### Temporary Employees

From time to time, Name of Business may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary, at-will, employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees are considered temporary employees.

If you are a temporary employee, please understand that you are not eligible for benefits described in this Manual, except as granted on occasion, or to the extent required by provision of state and federal laws. Those temporary employees classified as "non-exempt" (see the definition that follows) who work more than forty (40) hours during any work week will receive overtime pay.

### "Non-Exempt" and "Exempt" Employees

At the time you are hired, all employees are classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per work week. These employees are referred to as "non-exempt" in this Manual. This means that they are not exempt from (and therefore should receive) overtime pay.

**Note:** See "Wage & Salary Policies" in the "Compensation & Performance" section of this Manual for a full description of overtime payment policies.

Exempt employees are managers, executives, professional staff, technical staff, outside sales representatives, officers/owners and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted to an ”exempt” position.

## Employment Policies

Whether you are a new hire or a former employee returning to Name of Business, you may feel a little strange in your new surroundings. This is a normal feeling and is expected. Your fellow employees, especially your manager, want to help you get off to a good start. Feel free to ask them for help concerning anything you don't understand.

One of the first things you should do is carefully read this Manual. It is designed to answer many of your questions about the practices and policies of Name of Business, what you can expect from Name of Business, and what Name of Business expects from you.

### Anniversary Date

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Manual.

### Aptitude & Ability Tests

If you have a disability, which will affect your ability to take such a test, it is important that you advise a Company representative of this so that a reasonable accommodation can be arranged. Requested accommodations may include accessible testing sites, modified testing conditions, and accessible testing formats. Name of Business reserves the right to require medical documentation concerning the need for the accommodation.

### At-Will Employment

All employment and compensation with Name of Business is "at will" which means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either Name of Business or yourself, except as otherwise provided by law.

### Bonding Requirement

Under certain circumstances, Name of Business may require that you be bonded. It is your responsibility to assure that you are bondable. Name of Business will pay the cost of bonding. Should you fail to maintain these qualifications, you will be subject to transfer to another position, if available, or dismissal.

### Business Hours

Our regular office operating hours are 8 A.M. to 5 P.M. Monday through Friday.

Your particular hours of work and the scheduling of your lunch period will be determined and assigned by your manager or department head. Most employees are assigned to work a forty (40) hour work week. You are required to take a one-half (1/2) hour unpaid lunch period daily; please understand that you may not "work through lunch" in order to arrive late or to leave early or to work extra time. Two 15-minute paid breaks will be allowed daily for full time employees. See your manager for schedule or determination if qualified.

Installation and Service personnel may have their day shortened if there is a lack of jobs to be performed. This does not change the full time status of employees in regards to the position they were hired for.

### Confidential Information

Our customers and suppliers entrust Name of Business with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, Name of Business earns the respect and further trust of our customers and suppliers.

Your employment with Name of Business assumes an obligation to maintain confidentiality, even after you leave our employ.

Any violation of confidentiality seriously injures Name of Business's reputation and effectiveness. Therefore, please do not discuss Name of Business business with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality. If you hear, see or become aware of anyone else breaking this trust, consider what he or she might do with information they get from you.

If you are questioned by someone outside the company or your department and you are concerned about the appropriateness of giving them certain information, remember that you are not required to answer, and that we do not wish you to do so. Instead, as politely as possible, refer the request to your manager or to the CEO.

No one is permitted to remove or make copies of any Name of Business records, reports or documents without prior management approval. Because of its seriousness, disclosure of confidential information could lead to dismissal.

### Credit Investigation

Following the requirements imposed by the Federal-Truth-In-Lending and the Fair Credit Reporting Acts, Name of Business may conduct an employment credit check on all applicants who are offered and who accept an offer of employment. Your employment with us may be conditional upon our review of the information in the credit check. Name of Business reserves the right to conduct this credit check at any time after you have been employed. Remember, you have certain legal rights to discover and to dispute or explain any information prepared by the credit checking company.

### Customer Relations

The success of Name of Business depends upon the quality of the relationships between Name of Business, our employees, our customers, our suppliers and the general public. Our customers' impression of Name of Business and their interest and willingness to purchase from us is greatly formed by the people who serve them. In a sense, regardless of your position, you are Name of Business's ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, Name of Business and Name of Business's products and services.

Here are several things you can do to help give customers a good impression of Name of Business:

1. Act competently and deal with customers in a courteous and respectful manner.

2. Communicate pleasantly and respectfully with other employees at all times.

3. Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.

4. Take great pride in your work and enjoy doing your very best.

These are the building blocks for your and Name of Business's continued success. Thank you for adding your support.

### Driver's License & Driving Record

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You will be asked to submit a copy of your driving record to Name of Business from time to time. Any changes in your driving record must be reported to the personnel department immediately. Failure to do so may result in disciplinary action, including possible dismissal.

**Note:** See "Traffic Violations" and "Use of Company Vehicle" in the "Other Policies" section of this Manual for further information.

### Equal Employment Opportunity

Name of Business has a long standing record of nondiscrimination in employment and opportunity because of race, color, religion, creed, gender, national origin, age, veteran status, pregnancy and handicaps or disabilities. The CEO has issued the following policy stating the Company's views in this matter:

Name of Business will provide equal employment opportunity without regard to race, color, religion, creed, gender, national origin, age, veteran status, pregnancy and handicaps or disabilities.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

It is the policy of Name of Business to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). Name of Business will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. Name of Business also will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and lists the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that Name of Business's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employees, including managers, involved in discriminatory practices will be subject to discharge.

**Note:** Throughout this Manual, masculine pronouns such as he, his, or him shall be construed so as to include both sexes.

### Former Employees

Depending on the circumstances, Name of Business may consider a former employee for re-employment. Such applicants are subject to Name of Business's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with Name of Business and must have provided at least two week’s advance notice of their intention to terminate their employment with Name of Business.

### Reinstatement of Benefits (Bridging)

In the event you return to work for Name of Business:

Within three (3) months of termination of your previous employment with Name of Business, and you terminated your previous employment with Name of Business in good standing, your absence will be treated as if it were a Leave of Absence. You will be eligible to continue your benefits at the level you enjoyed them (commensurate with your new position) at the time of your termination of previous employment with Name of Business.

### Harassment Policy

Name of Business intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses, which might interfere with work performance. Harassment of any sort - verbal, physical, and visual - will not be tolerated.

### What Is Harassment?

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

Sexually harassing conduct may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties of their position or creates an intimidating, hostile or offensive working environment, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

### Responsibility

All Name of Business employees, and particularly managers, have a responsibility for keeping our work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate manager or any management representative with whom they feel comfortable. When management becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so.

### Reporting Harassment

Any incidents of harassment must be immediately reported to a manager or other management representative. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action or possible discharge. Name of Business will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

Name of Business accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. Name of Business will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

### Health Examinations

Name of Business reserves the right to require an employee to participate in a health examination to determine the employee's fitness to perform his/her essential job functions. The company shall pay for all such health exams.

### How You Were Selected

We carefully select our employees through written application, personal interview and reference checks. After all available information was carefully considered and evaluated, you were selected to become a member of our team.

This careful selection process helps Name of Business to find and employ people who are concerned with their own personal success and the success of Name of Business; people who want to do a job well and who can carry on their work with skill and ability; and people who are comfortable with Name of Business and who can work well with our team.

### Introductory Period

Your first ninety (90) days of employment at Name of Business are considered an Introductory Period, and during that period you will not accrue benefits described in this Manual unless otherwise required by law. This Introductory Period will be a time for getting to know your fellow employees, your manager and the tasks involved in your job position, as well as becoming familiar with Name of Business's products and services. Your manager will work closely with you to help you understand the needs and processes of your job.

This Introductory Period is a try-out time for both you, as an employee, and Name of Business, as an employer. During this Introductory Period, Name of Business will evaluate your suitability for employment, and you can evaluate Name of Business as well. At any time during these ninety (90) days, you may resign without any detriment to your record. If, during this period, your work habits, attitude, attendance or performance do not measure up to our standards, we may release you. If you take approved time off in excess of five workdays during the Introductory Period, the Introductory Period may be extended by that length of time.

At the end of and during the Introductory Period, your manager will discuss your job performance with you. This review will be much the same as the normal job performance review that is held for regular full-time or part-time employees on an annual basis. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause." All personell are considered at-will employees

A former employee who has been rehired after a separation from Name of Business of more than one (1) year is considered an introductory employee during their first ninety (90)] days following rehire.

### Job Descriptions

We maintain a job description for each position in Name of Business. When you are hired, your specific job description was given to you. When your duties and responsibilities are changed, your job description will be updated. If you have misplaced or lost your job description and wish to see it, please ask your manager or Office Manager/H.R. Administrator.

### Knowledge of Name of Business

After having learned to competently perform your own duties, your next step is to familiarize yourself with other Name of Business activities. This can prove valuable to you, our customers and Name of Business as well. Name of Business may provide additional “cross-training.”

Knowledge of the services and products of Name of Business will help you avoid the “I don't know” syndrome. Our customers' confidence in you increases, as you are able to answer their basic questions. However, please don't pretend you know the answer or try to guess the answer when you are uncertain. If you are unsure of the correct information, refer the inquiry to your manager, or to a person more qualified to respond.

### Non-Compete Agreement

Certain new employees, such as outside/field salespeople and others may be required to sign a Non-Compete Agreement prepared by our attorneys as a condition of employment.

### Outside Employment

What you do on your free time is your own business. However, if you are employed by Name of Business in a full-time position, Name of Business will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at Name of Business.

If you were thinking of taking on a second job or have a second job, it would be wise to notify your manager immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job at Name of Business or pose a conflict of interest.

### Proof of Citizenship and or Right to Work

Federal regulations require that 1) before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and 2) all applicants who are hired need to present documents of identity and eligibility to work in the United States.

### Relatives

Should two present employees that work together or supervise each other enter into a personal, non-work related relationship, one or both employees may have to be transferred. Employees working in the Personnel Department may not be related to employees working outside that department.

Name of Business will not hire members of your immediate family. For purposes of this section, your immediate family includes your spouse, your children, your siblings, your parents, your grandparents, and your spouse's children, siblings, parents and grandparents. Should two present employees marry or otherwise become closely related, they may not work in the same department.

### Salesperson Agreement

When you are hired in or promoted to the position of salesperson, you will be asked to sign an agreement that cites certain terms and conditions regarding your position as a salesperson. The purpose of this agreement, among other things, is to clearly establish the terms for compensation payment, territory assignment, etc.

### Security Checks

Name of Business may exercise its right to inspect all packages, parcels or employee vehicles entering and leaving our premises at any time.

### Spouse/Significant Other Accepts Employment From a Competitor

Should your spouse/significant other accept employment with a competitor firm, Name of Business reserves the right to terminate your employment with us.

### Spouse/Significant Other Works For a Competitor

Should your spouse be employed with a competitor firm, Name of Business reserves the right not to hire you or to terminate your employment with us.

### We Need Your Ideas

Ask any of our employees who have worked with us for a long time and they will probably tell you of the many changes and improvements that have come about in their departments since they first joined us. We believe the person doing a job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, discuss it with your manager, who will welcome your suggestions and ideas.

**Note:**  See "Suggestions" in the "Other Policies" section of this Manual for specific instructions on submitting suggestions.

Remember, there may be areas in Name of Business's operation that can be improved. These could be in service, production methods, equipment, communications, safety, ways to reduce costs, losses, and/or waste, or other improvements you may see a need for. Please give us the benefit of your unique experience and thoughts. Your contributions, as well as those of others, could expand your profit sharing! Also, make sure to document your innovations and money-saving efforts and have them placed in your personnel file (include dates, detailed descriptions of your contributions, estimates from the accounting department regarding cost savings or profits generated, etc.) -- these may favorably affect your wage, salary or promotion reviews.

## Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Some people have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at Name of Business, we hold ourselves to a high standard of quality where the rules and authority figures simply assure that quality is maintained.

By accepting employment with us, you have a responsibility to Name of Business and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

### Unacceptable Activities

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of Name of Business. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your manager for an explanation.

Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

\* Willful violation of any company rule; any deliberate action that is extreme in nature and is obviously detrimental to Name of Business's efforts to operate profitably.

\* Willful violation of security or safety rules or failure to observe safety rules or Name of Business safety practices; failure to wear required safety equipment; tampering with Name of Business equipment or safety equipment.

\* Negligence or any careless action that endangers the life or safety of another person.

\* Being intoxicated or under the influence of controlled substance drugs while at work; use or possession or sale of controlled substance drugs in any quantity while on company premises except medications prescribed by a physician which do not impair work performance.

\* Possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty.

\* Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing Name of Business; fighting, or horseplay or provoking a fight on company property, or negligent damage of property.

\* Insubordination or refusing to obey instructions properly issued by your manager pertaining to your work; refusal to help out on a special assignment.

\* Threatening, intimidating or coercing fellow employees on or off the premises -- at any time, for any purpose.

\* Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.

\* Theft of company property or the property of fellow employees; unauthorized possession or removal of any company property, including documents, from the premises without prior permission from management; unauthorized use of company equipment or property for personal reasons; using company equipment for profit.

\* Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by Name of Business; alteration of company records or other company documents.

\* Violating the non-disclosure agreement; giving confidential or proprietary Name of Business information to competitors or other organizations or to unauthorized Name of Business employees; working for a competing business while a Name of Business employee; breach of confidentiality of personnel information.

\* Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.

\* Immoral conduct or indecency on company property.

\* Conducting a lottery or gambling on company premises.

Occurrences of any of the following activities, as well as violations of any Name of Business rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed “at will.”

\* Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your manager; mistakes due to carelessness or failure to get necessary instructions.

\* Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.

\* Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your manager; stopping work before time specified for such purposes.

\* Sleeping on the job; loitering or loafing during working hours.

\* Excessive use of company or personal phones for personal calls.

\* Innapropriate use of the company internet or wifi connections.

\* Leaving your work station during your work hours without the permission of your manager, except to use the rest room.

\* Smoking in restricted areas or at non-designated times, as specified by department rules.

\* Creating or contributing to unsanitary conditions.

\* Posting, removing or altering notices on any bulletin board on company property without permission of an officer of Name of Business.

\* Failure to report an absence or late arrival; excessive absence or lateness.

\* Filling your own order or invoicing or ringing up your own order.

\* Buying company merchandise for resale.

\* Obscene or abusive language toward any manager, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on company premises.

\* Speeding or careless driving of any company vehicles.

\* Failure to immediately report damage to, or an accident involving company equipment.

\* Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on company premises.

\* Failure to maintain a neat and clean appearance in terms of the standards established by your manager; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.

\* Eating food and beverages in undesignated areas or at your work station.

\* Failure to use your timecard; alteration of your own timecard or records or attendance documents; punching or altering another employee's timecard or records, or causing someone to alter your timecard or records.

### Warnings

Unacceptable behavior, which does not lead to immediate dismissal, may be dealt with in the following manner:

Verbal Warning

Written Warning

Dismissal

Written warnings will include the reasons for the manager's dissatisfaction and any supporting evidence. You will have an opportunity to defend your actions and rebut the opinion of your manager at the time the warning is issued. Disciplinary actions may also include suspensions or other measures deemed appropriate to the circumstances.

All pertinent facts will be carefully reviewed, and the employee will be given a full opportunity to explain his or her conduct before any decision is reached. The CEO or another member of senior management will give a second opinion concerning the unacceptable behavior before dismissal occurs.

### Discipline

The Discipline Policy applies to all regular employees who have completed the Introductory Period.

This policy pertains to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job may be dismissed, in certain cases, without resorting to the steps set forth in this policy.

Under normal circumstances, managers are expected to follow the three-step procedure outlined below. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. Likewise, there may be times when the company may decide to repeat a disciplinary step.

To insure that Name of Business business is conducted properly and efficiently, you must conform to certain standards of attendance, conduct, work performance and other work rules and regulations.

When a problem in these areas does arise, your manager will coach and counsel you in mutually developing an effective solution. If, however, you fail to respond to coaching or counseling, or an incident occurs requiring formal discipline, the following procedures occur.

**Step One: Oral Reminder**

Your manager will meet with you to discuss the problem, making sure that you understand the nature of the violation and the expected remedy. The purpose of this conversation is to remind you of exactly what the rule or performance expectation is and also remind you that it is your responsibility to meet that expectation.

You will be informed that the Oral Reminder is the first step of the discipline procedure. Your manager will fully document the Oral Reminder, which will remain in effect for six (6) months. Documentation of the incident will remain in the department file and will not be placed in your permanent record, unless another disciplinary transaction occurs.

***Step Two: Written Reminder***

If your performance does not improve within the six (6) month period, or if you are again in violation of Name of Business practices, rules or standards of conduct, your manager, after reviewing the situation with their manager, will discuss the problem with you, emphasizing the seriousness of the problem and the need for you to immediately remedy the problem.

Following the conversation, your manager will write a memo to you summarizing the discussion. The original memo will go to you and a copy will be routed to the Human Resources Department. The Human Resources copy of the memo will be placed in your file.

The Written Reminder will remain in effect for six (6) months.

**Step Three: Decision-Making Leave**

If your performance does not improve within the month period following a Written Reminder, or if you are again in violation of Name of Business practices, rules or standards of conduct, you will be placed on Decision-Making Leave. The Decision-Making Leave is the final step of Name of Business's disciplinary system.

Decision-Making Leave is an unpaid, one-day disciplinary suspension. Employees on Decision-Making Leave will spend the following day away from work deciding whether to correct the immediate problem and conform to all of the company's practices, rules and standards of conduct, or to quit and terminate their employment with Name of Business. A meeting will be scheduled the day after the Decision- Making Leave .

If your decision following the Decision-Making Leave is to return to work and abide by Name of Business practices, rules and standards of conduct, your manager will write a letter to you explaining your commitment and the consequences of failing to meet this commitment. You will be required to sign the letter to acknowledge receipt. A copy of the letter will be routed to senior managers in your chain of command. A copy will be placed in your personnel file.

You will be allowed to return to work with the understanding that if a positive change in behavior does not occur, or if another disciplinary problem occurs within the next six (6) months, you will be terminated.

If you are unwilling to make such a commitment, you may be terminated.

If you commit any of the actions listed below, or any other action not specified but similarly serious, you will be suspended without pay pending the investigation of the situation. Following the investigation, you may be terminated without any previous disciplinary action having been taken.

1. Theft

2. Falsification of Company records

3. Failure to follow safety practices

4. Conflict of interest

5. Threat of, or the act of doing bodily harm

6. Willful or negligent destruction of property

7. Use and/or possession of intoxicants, drugs or narcotics

8. Neglect of duty

9. Refusal to perform assigned work or to follow a direct order

### Discipline Deactivation

Step 1 of the procedure (Oral Reminder) will be in effect for three (3) months.

Step 2 (Written Reminder) will be in effect for six (6) months.

Step 3 (Decision-Making Leave) will be in effect for nine (9) months.

If no further performance problems occur during the active period, the discipline procedure will be formally deactivated at the end of the appropriate time period. Your manager will initiate a memo advising you of the inactive status of discipline and, when appropriate, commend you for performance improvement.

### Dismissal

Employment and compensation with Name of Business is "at will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either Name of Business or yourself, except as otherwise provided by law.

If your performance is unsatisfactory due to lack of ability, failure to abide by Name of Business rules or failure to fulfill the requirements of your job, you will be notified of the problem. If satisfactory change does not occur, you may be dismissed. Some incidents may result in immediate dismissal.

# Compensation & Performance

## Wage & Salary Policies

It is Name of Business's desire to pay wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable, variable with individual and company performance and in compliance with all applicable statutory requirements.

You are employed by Name of Business and will be carried directly on our payroll. No person may be paid directly out of petty cash or any other such fund for work performed. The only exception to this policy is where a contract relationship exists with a bona fide contractor.

### Application

Name of Business applies the same principles of fairness and external comparability to all employees, regardless of organizational level, race, color, religion, creed, gender, national origin, age, veteran status, and handicaps or disabilities.

### Basis for Determining Pay

Your pay is influenced by three factors:

1. The nature and scope of the job

2. What other employers pay their employees for comparable jobs

3. Individual performance/experience

### Job Scope

Through a process called job evaluation, the scope, responsibility, impact and required skills and abilities of each job at Name of Business are compared. The result is a relative ranking of all jobs, from high to low. Job evaluation is independent of any employee or his performance.

### External Comparability

Once jobs are ranked, jobs are compared with external market data. Each job is assigned a range of pay, including a minimum and a maximum. Periodically, Name of Business will examine the market conditions to ensure ongoing comparability. Changes in pay ranges will be made as needed and as the company can afford to maintain market comparability.

### Individual Pay

An individual's pay within the comparable market range will depend on his sustained performance over time. Each year every employee will have a performance review with his manager or supervisor. During that review, significant performance events that occurred throughout the year will be discussed.

The overall performance rating will influence the wage/salary adjustment. Through individual performance and by increasing job responsibilities and moving to higher level jobs, you have significant impact on your pay.

### Call Back Pay

Occasionally, you may be asked to return to work after you have left the premises for the day. If this occurs, you will be guaranteed a minimum of two (2) hours of pay. If you work longer than two (2) hours, you will be paid for the time you actually work.

### Computing Pay

Should you be one of our "salaried" employees whose pay is not based on an hourly rate, there may be times when Name of Business deems it is necessary to compensate you for some daily or hourly pay. When this is necessary, Name of Business may compute your time on any of the following basis: an eight (8) hour workday/ a forty (40) hour work week/ a fifty-two (52) week work year/ a twelve (12) month work year.

### Deductions From Paycheck (Mandatory)

Name of Business is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to your manager or Office Manager/H.R. Administrator immediately, to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever Name of Business is ordered to make such deductions.

**Note:**  See "Wage Assignments (Garnishments)" later on in this section for further information.

### Deductions (Other)/Direct Deposit

It may be possible for you to authorize Name of Business to make additional deductions from your paycheck, such as for Christmas Clubs, credit union loan payments, payroll savings plans, etc., or to deposit your paycheck directly into your savings or checking account at a participating bank. Contact Office Manager/H.R. Administrator for details and the necessary authorization forms. At this time, Name of Business does not have direct deposit available.

### Repayment of Company Loan/Payroll Advance

Funds you owe to Name of Business may be deducted from current wages according to the terms and conditions agreed upon at the time of occurrence.

**Note:** See "Payroll Advances" in the "Other Policies" section of this Manual for further information.

### Error In Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your manager immediately. He or she will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

### Overtime Pay

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. Your manager must approve all overtime in advance. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. There are two types of overtime work:

* **Scheduled Overtime:** Scheduled overtime work is announced in advance and generally will involve an entire department or operation. This type of overtime becomes part of the required work week of the people who are members of the department or operation. If you need to be excused from performing scheduled overtime, please speak with your manager. He or she will consider your situation and the requirements of the department or operation in deciding whether you may be excused from performing the scheduled overtime. Scheduled overtime is for the on-call weekend service person. See your manager for on-call schedule.
* **Incidental Overtime:** Incidental overtime is not scheduled; it becomes necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. Incidental overtime may become necessary when an illness or emergency keeps co-workers from being at work as anticipated. It may require you to return to the workplace for emergency work. The opportunity to perform incidental overtime will be given first to the employee who normally performs the task. If that employee cannot perform the overtime, the manager will offer the overtime to a suitably qualified person who is available to perform the overtime work.

If you are a "non-exempt" employee and you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for any time over forty (40) hours per week that you work. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation taken in single-day increments, or paid sick time, those hours not worked will be counted as hours worked for the purpose of computing eligibility for overtime pay.

### Work Performed on Company Holidays

Full-time "non-exempt" employees who work on a Company holiday preauthorized by their manager will be deemed to have worked overtime on that day and will be paid their double-time rate for hours worked regardless of the number of hours they work that work week.

### Pay Period & Hours

Our payroll work week begins on Saturday at 12:01 a.m. and ends on Friday at 12:00 midnight.

### Pay Cycle

Fiscal Pay Period/Bi-monthly:

(24 pay periods per year) Payday is normally on the 5th and the 30th of each month.

### Paycheck Distribution & Cashing Procedures

Paychecks are:

Distributed by your manager or will be available in the Administration office after 3 p.m.

Paychecks may:

Not be cashed at Name of Business

### Reporting Time Pay -- Inclement Weather & "Acts of God"

In the event you report for work without being notified in advance that we are temporarily closed due to special circumstances, you will receive a minimum of two hours of straight time pay. Special circumstances include inclement weather, fire, flood or some other "Act of God", power/utility failure, an inoperable computer system, or lack of work. You may be asked to perform other available work for the two (2) hour period. If you refuse, you will forfeit your claim to reporting pay. This policy applies to our “non-exempt” employees only.

Unfortunately, you will not be paid when work is not available due to circumstances not within Name of Business's control; the following are examples of such circumstances:

\* Operations cannot commence or continue due to threats to employees or property or when recommended by civil authorities.

\* Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system.

\* The interruption of work is caused by an "Act of God" (inclement weather, fire, flood, earthquake, avalanche, etc.) or some other cause not within Name of Business's control.

\* Lack of work may cause Name of Business to send employees home early.

### Shift Premium

Name of Business may assign at times certain employees to work on a second or third shift operation. These people may be paid an additional amount per hour over and above the regular rate of pay for that job as a shift premium. Currently, Name of Business does not have more than one shift.

### Termination & Severance Pay

Name of Business expects you to give at least two weeks notice in the event you intend to leave our employ. Any accrued but unused vacation time will be paid at the time of employment termination, as specified under "Vacations" in the "Benefits" section of this Manual. Name of Business does not pay severance pay. An employee leaving our employ may not use Vacation pay in fulfillment of a two-week notice except by the authorization of the Company.

### Time Cards/Records

By law, we are obligated to keep accurate records of the time worked by "non-exempt" employees.

This can be done by either time clock cards or other written documentation.

Your time card is the only way the payroll department knows how many hours you worked and how much to pay you. Your time card indicates when you arrived and when you departed. You are to record departures and returns from lunch and for brief absences (i.e., doctor or dentist's appointment).

All employees are required to keep the office advised of their departures from and returns to the premises or customers and job sites during the work day.

You are responsible for your time card. Remember to record your time for every job. If you forget to mark in your time or make an error on your card, you must make the correction and you and your manager must initial the correction. If you are late, time will be noted and deducted in 10ths (6 minute intervals) of each hour.

No one may record hours worked on another employee's card. Tampering with another employee's time card is cause for disciplinary action, including possible dismissal, of both employees. Do not alter another person's record, or influence anyone else to alter your record for you. In the event of an error in recording your time, please report the matter immediately to your manager. Time cards must be turned in by 10:00 a.m. Monday morning for the previous week. If time cards are late, the cards time may not be processed for the corresponding payroll period. In that case, the time will be included on the next payroll.

All time must be charged to a job number or service invoice number. Shop time must also be indicated on cards. You cannot be paid for time not charged.

### Invoices

Field service and construction/installation employees’ time cards will be matched to invoices, job numbers or to ongoing projects. Invoices are to be turned in daily as jobs are completed. No pay will be made for invoices not turned in on time to the office.

### Wage Assignments (Garnishments)

Whenever court-ordered deductions are to be taken from your paycheck, you will be notified.

According to the Federal Wage Garnishment Act, three (3) or more garnishments may be cause for dismissal.

## Performance & Compensation Reviews

### Performance Reviews

Your manager is continuously evaluating your job performance. Day-to-day interaction between you and your manager should give you a sense of how your manager perceives your performance.

However, to avoid haphazard or incomplete evaluations, Name of Business conducts a formal review twice a year for each employee.

Performance reviews will be conducted semi-annually with one scheduled on or about your anniversary date. New employees may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During formal performance reviews, your manager will consider the following areas, among others:

\* Attendance, initiative and effort

\* Knowledge of your work

\* Attitude and willingness

\* The quality and quantity of your work

\* The conditions under which you work

The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of and to document how your job performance compares to the goals and description of your job. This is a good time to discuss your interests and future goals. Your manager is interested in helping you to progress and grow in order to achieve personal as well as work-related goals—perhaps he or she can recommend further training or additional opportunities for you.

In addition to individual job performance reviews, Name of Business periodically conducts a review of job descriptions to insure that we are fully aware of any changes in the duties and responsibilities of each position, and those changes are recognized and adequately compensated.

### Compensation Reviews

Name of Business conducts compensation reviews semi-annually. Any wage or salary increases will appear in the pay period ending after the dates they are granted. Wage and salary increases are based on merit alone, not length-of-service or the cost-of-living. Having your compensation reviewed does not necessarily mean that you will be given an increase.

## Work Schedule

The normal work week consists of five (5), eight-hour days, , Monday through Friday. Your schedule of daily work hours will be given to you by your manager, or will be posted. You will be notified promptly whenever a change is necessary. Should you have any questions concerning your work schedule, please ask your manager. At this time, work hours are 8:00 a.m. to 4:30 p.m. for field and associated employees. Offices personnel’s work schedule and operation hours are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

### Absence or Lateness

From time to time, it may be necessary for you to be absent from work. Name of Business is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Sick days and personal days have been provided for this purpose.

If you are unable to report to work, or if you will arrive late, please contact your manager by 7:45 a.m. or sooner. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from your manager. He or she will determine when will be the most suitable time for you to be absent from your work.

When you call in to inform Name of Business of an unexpected absence or late arrival, ask for your manager directly. For late arrivals, please indicate when you expect to arrive for work. Notifying the switchboard operator or a fellow-employee is not sufficient. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. If your manager is not available when you call, you may leave the information with another manager.

Absence from work for three (3) consecutive days without notifying your manager or the personnel administrator will be considered a voluntary resignation.

### Attendance

You are expected to be at your work station and ready to work at the beginning of your assigned daily work hours, and you are expected to remain at your work station until the end of your assigned work hours, except for approved breaks and lunch. When your work takes you away from your work station, please let your manager know where you are going and how long you expect to be gone.

Be aware that excessive time off could lead to disciplinary action.

### Breaks/Rest Periods

You are entitled to two (2), fifteen-(15)-minute rest breaks each day. Normally these rest breaks will be scheduled in mid-morning and mid-afternoon and will be determined by your manager. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times. Always be sure to return to work on time at the end of any break.

In the unlikely event of an emergency or unusual condition, your manager may ask you to change or postpone your break in order to finish a particular project.

### Closure After Starting Time

If severe weather conditions exist and the CEO (or designated representative) decides to close Name of Business for the remainder of the day, you will be notified as soon as possible by your manager. If you are sent home before having worked two (2) hours, you will be paid for two (2) hours of work. If you are sent home after having worked two (2) hours, you will be paid for the time that you actually worked.

If your manager asks that you remain at work after Name of Business has closed because of severe weather conditions, you will be paid at time and one-half for the remaining hours that you work beyond the announced closing time.

### Closure Prior to Starting Time

If you report to work and find that, due to severe weather conditions, Name of Business will unexpectedly be closed for business, you will be paid for two (2) hours of work for that day only.

### Excessive Absenteeism or Lateness

In general, five (5) absences in a 60-day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to Name of Business as an absence. Three (3) such incidents in a 30-day period will be considered a “tardiness pattern” and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered.

Be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action, including possible dismissal.

### Lunch Period

If you work longer than four (4) hours, field employees will be given a ½ hour unpaid lunch period. Office employee lunch time (1 hour unpaid) is 12:00 p.m. to 1:00 p.m. The time when lunch periods are scheduled varies among departments, depending on the needs of each department. Your manager will give you your lunch period schedule.

You are expected to take your full allotted time for lunch. You are requested not to perform any work during your regularly scheduled lunch period, unless specifically requested to do so by your manager. In that event, your lunch will be rescheduled or you will be paid for the time that you worked.

You may leave the premises during your lunch period. It is important to return to work on time at the end of your lunch period.

### Lunch Room Facility

For your convenience and comfort, Name of Business provides a lunch room equipped with a coffee machine, ample seating, microwave ovens and a refrigerator for employees who want to bring their lunch from home. This area is for everyone's use. It is your responsibility to do your share in keeping this facility clean and sanitary. Please clean up after yourself.

If for any reason the machines are not functioning properly or you are dissatisfied with the service, please report the condition to your manager. Please remember to use containers with reliable seals and label your food with your name and date. The refrigerator is cleaned out every Friday.

### Record of Absence or Lateness

If you are absent because of illness for three (3) or more successive days, your manager may request that you submit written documentation from your doctor. If you are absent five (5) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation.

Your manager will make a note of any absence or lateness, and the reason, in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as scheduling layoffs, etc.

### Wash-Up Time

Shop employees are permitted to use the last fifteen (15) minutes of their shift to wash up. Shower facilities are available for personal use at shift end.

You are not permitted to wash up on company time prior to your lunch or rest breaks.

# Benefits

## The Benefits Package

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits, which will enhance your job satisfaction. We are certain that you will agree that the benefits program described in this Manual represents a very large investment by Name of Business, and we trust that you will avoid abusing any of the program's benefits.

A good benefits program is a solid investment in Name of Business and its employees. It not only insures the loyalty of long-time capable employees, it also helps to attract talented newcomers who can help Name of Business grow. Name of Business will periodically review the benefits program and will make modifications as appropriate to the company's condition.

### Eligibility for Benefits

If you are a full-time employee, you will enjoy all of the benefits described in this Manual as soon as you meet the eligibility requirements for each particular benefit.

If you are a part-time employee, you will enjoy only those benefits that are required by law to be afforded to you, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

No benefits are available to you during your Introductory Period, except as otherwise provided by law.

**Note:** See "Introductory Period" in the "Employment" section of this Manual for further information.

Temporary employees are not eligible for benefits.

**Paid Leaves of Absence**

Time off for any personal reason during a working day will be without pay. Name of Business has no paid time off or paid leaves of absence.

### Holidays

Only full-time employees are eligible for holiday pay.

You are not eligible to receive holiday pay during your Introductory Period. Nor are you eligible to receive holiday pay if you are a part-time employee or a temporary employee.

You must work both the last scheduled workday prior to and the first scheduled work day after a holiday to be eligible for holiday pay unless you are on vacation or returning from an authorized leave of absence.

* Recognized Holidays

Name of Business recognizes the following holidays as paid holidays:

New Year's Day Independence Day

Thanksgiving Day Labor Day

Christmas Day Memorial Day

* Holiday Policies

You may take time off to observe your religious holidays. If available, a full vacation day may be used for this purpose; otherwise the time off is without pay. You must notify your manager at least ten business days in advance.

We schedule all national holidays on the day designated by common business practice.

If a holiday occurs during your scheduled vacation, you are permitted to take an extra day of vacation or you will receive holiday pay at the company’s discretion.

You are not eligible to receive holiday pay when you are on a leave of absence.

### Vacations

Vacation is a time for you to rest, relax, and pursue special interests. Name of Business has provided paid vacation as one of the many ways in which we show our appreciation for your loyalty and continued service.

Only regular full-time employees are eligible for paid vacation. You are not eligible for paid vacation during your Introductory Period. Nor are you eligible for paid vacation if you are a part-time or temporary employee.

### Amount of Vacation

Full-time employees are eligible to accrue vacation for each calendar month of service from the completion date of their Introductory Period. The vacation accrual rate is based on your length of employment, as follows:

Years of Monthly Accrual Total Accrual

Employment Rate (In Hours) Per Year (In Days)

Less than two (2) 3.33 5

Two (2) or more but less than five (5) 6.66 10

More than five (5) 10.00 15

If your Introductory Period completion date is within the first through the fifteenth of the month, you will accrue vacation for that full month. If your Introductory Period completion date is within the sixteenth through the end of the month, you will start to accrue vacation on the first day of the following month.

### Vacation Policies

Every effort will be made to grant your vacation at the time you desire. However, vacations cannot interfere with your department's operation and, therefore, must be approved by your manager at least one (1) month in advance. If any conflicts arise in requests for vacation time, preference will be given to the employee with the most seniority.

You may not receive advance vacation pay (for vacation time taken in excess of your vacation accrual balance) without written authorization from your manager. Such authorization is at the discretion of your manager, and must be granted in advance of your vacation. Any amount of advanced vacation paid but not yet earned at the time of termination of employment will be deducted from your final paycheck.

All vacation time must be taken in full week increments, unless otherwise authorized in writing. If you are eligible for three (3) weeks of vacation, you may take only two (2) weeks at one time unless you receive written approval from your manager and senior management at least six (6) weeks in advance.

If you are eligible for three (3) weeks of vacation, you may take your third week in single-day increments if approved in advance by management. Only one (1) week of vacation may be used in single-day increments. Specific dates of vacation in single-day increments must be established by prior arrangement with your manager. The request will be granted as long as your absence will not seriously affect Name of Business's operations. Usually, only one employee may be out on a vacation day in a department at any one time.

If you are on an approved leave of absence for less than thirty (30) days, your vacation eligibility will not be affected; should the leave extend beyond thirty (30) days, vacation time will not continue to accrue.

If a company-paid holiday falls during your scheduled vacation period, you will receive either an additional day of vacation or holiday pay at the company’s discretion.

### Accumulation Rights

Vacation time may be carried over and accumulated in subsequent calendar years. Exceptions to this policy may be made in unusual circumstances, each case to be considered separately by management.

### Payment in Lieu of Vacation

The purpose of a vacation is to provide you with a time to rest and relax; therefore, no additional wages or salary will be paid to you in lieu of a vacation unless advance approval in writing is granted by the CEO. If payment in lieu of vacation is approved, one (1) week of vacation is equivalent to a regular scheduled work week at your basic straight time hourly rate.

## Other Paid Leaves

### Funeral (Bereavement) Leave

You are entitled to take up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family (i.e., parent, spouse, spouse's parent, child, spouse's child by a former marriage, brother or sister). One (1) day of paid funeral leave will be granted in the case of the death of a grandparent, your spouse's grandparent or sibling, or any member of your extended family living in your home. Only regular full-time employees are eligible for paid funeral leave.

With your manager's approval, you may take up to one full day without pay to attend funerals of other relatives and friends. If you prefer, a day of earned vacation may be used for this purpose.

Paid time under this policy is given over and above any time allowed and earned under our Personal Leave policy.

Pay for a funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave.

An excused absence for a family death may not be retroactive, postponed or split.

### Jury Duty

It is your civic duty as a citizen to report for jury duty whenever called. You must notify your manager within forty-eight (48) hours of receipt of the jury summons.

On any day or half-day you are not required to serve, you will be expected to call the office and find out if any work is available. If required you must return to work.

You must call in and report for work if work is available, if you are released from jury duty before the end of our work day or if you are temporarily released from jury duty.

### Personal Leave

Sample Heating and Cooling does not offer Personal Days with pay at this time.

### Sick Leave

To qualify for sick leave you must be a full-time employee and have completed your Introductory Period. Time taken off before this will be without pay.

The first day off sick is not paid. Sick pay begins on the second day of illness.

If you must be absent from work because of a personal illness, you will be eligible to receive your regular straight time pay, eight (8) hours per day, for up to six (6) days per calendar year. Sick pay is intended to cover a serious illness and therefore may not be used in less than 8 hour increments.

Please advise your manager by 7:45 a.m. or as soon as possible that you will be absent from work due to illness.

If you have not been employed for a full year with Name of Business, you will be eligible for paid sick days (upon completion of your Introductory Period) as follows: one half (1/2) day for each month from the time that you complete your Introductory Period through the end of the calendar year. For example, if you complete your Introductory Period on May 1, you will be eligible to use four (4) paid sick days between May 1 and December 31. Thereafter, you will be eligible for the normal six (6) paid sick days per calendar year.

Sick leave may not be used for the purpose of visiting doctors, dentists or other practitioners in their offices. This time may also not be used for tending to a serious illness suffered by a member of your immediate family, in the event the illness requires your personal time and attention.

Name of Business may request "proof-of-illness" and may also use a company-appointed physician to examine the employee.

If you are required to take a disability leave of absence, any accrued sick leave will be paid at the time the leave commences; should the leave extend beyond thirty (30) days, sick leave will not continue to accrue.

If you are on an approved leave of absence for less than thirty (30) days, your sick leave eligibility will not be affected; should the leave extend beyond thirty (30) calendar days, sick leave time will not continue to accrue.

This sick leave policy does not apply to "exempt" employees on our payroll. It also does not apply if sick leave is needed as a result of self-inflicted injury, illegal substance abuse or alcohol abuse, or illness or injury incurred while in the act of committing a felony.

In the event of an illness or injury covered by workman’s compensation, this sick leave policy will not apply, but will defer to state statutes.

Sick days can be accumulated from year to year up to a maximum of 30 days.

## Unpaid Leaves of Absence

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with Name of Business, but may not wish to submit your resignation. Under certain circumstances, you may be eligible for an unpaid leave of absence.

There are several types of unpaid leaves that you may be eligible for.

### Family/Medical Leave of Absence

In general, a leave of absence is an official authorization to be absent from work **without pay** for a specified period of time. Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described under the following Family/Medical Leave Policy,which shall be administered in accordance with applicable State and Federal laws:

### Disability or Pregnancy Leave of Absence

Name of Business may grant an unpaid leave of absence for illness, disability or pregnancy. To request a disability leave of absence from your manager, you should submit, or have someone submit for you, a statement of ill health or disability from your doctor. (Pregnancy is treated, for the purposes of this policy, the same as an illness or disability.) An approved disability leave may be granted for up to ninety (90) days. If necessary, you may request extensions in thirty (30) day increments for a maximum of one (1) year. Whenever possible, you are required to give as much notice as possible of your pending need for a disability leave of absence.

In the case of pregnancy, please inform your manager as soon as possible of the date you and your doctor anticipates that you will begin your leave. Your job status will be protected to the extent that we will make every effort to allow you to return to your former work, or similar work if available, for which you may be qualified.

At the time the disability leave begins, any accrued personal leave or sick leave will be paid. Vacation time previously earned (but not used) at that time will also be paid if the employee so desires. These benefits do not continue to accrue during a leave of more than thirty (30) calendar days. This policy applies to all employees. Your group insurance booklet should be reviewed to determine your insurance coverage during a leave of absence.

Employees who must remain away from work for more than the period of time allowed above will be considered terminated from employment. They are welcome to re-apply subject to Name of Business's usual hiring policies.

Employees who develop an illness or physical condition, which requires medical treatment or restrictions and precautions as to their health, will be required to submit a physician's statement. This statement must give approval that continued full-time employment in their present position will not jeopardize their health or the safety of others, in the event they continue to work. A similar statement is required upon return from a disability leave.

Should your attendance or job performance suffer during the period preceding and/or following a disability leave, we will accommodate you to the extent provided by law. We are under no obligation to reduce or alter your work load, or to assign fewer than the usual hours of work.

### Educational Leave of Absence

An educational leave of absence may be approved if the desired curriculum is of mutual benefit to you and to Name of Business. Apply in the same manner as you would for a personal leave of absence.

### Election Day

We encourage you to exercise your voting privileges in local, state, and national elections. However, since the polls are open for long periods, you are encouraged to vote before or after regular working hours. If it should be necessary, you may take up to one hour’s leave from work to vote in a governmental election or referendum. You will be expected to notify your manager at least one week in advance. You will not be paid for such time.

### Military Leave of Absence

If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:

1. You show your orders to your manager as soon as you receive them.

2. You satisfactorily complete your active duty service.

3. You enter the military service directly from your employment with Name of Business.

4. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months active duty for training, you must apply within a reasonable time (usually thirty (30) days) after discharge.

### Military Reserves or National Guard Leave of Absence

Employees who serve in U. S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. You are expected to notify your manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

### Personal Leave of Absence

In very special circumstances, Name of Business may grant a leave for a personal reason, but never for taking employment elsewhere or going into business for yourself. You should request an unpaid personal leave of absence from your manager. A personal leave of absence must not interfere with the operations of your department or Name of Business. Your manager will submit your request to the appropriate member of management for final approval.

A personal leave of absence may be granted for up to thirty (30) days. If your leave is extended for more than thirty (30) days, vacation and other benefits will no longer continue to accrue. Consult your group insurance booklet to determine your insurance coverage during a leave of absence. Failure to return from a leave at the time agreed will result in termination of employment.

**Note:** See "Returning From a Leave of Absence" later on in this section for further information.

### Accepting Other Employment or Going Into Business

### While on Leave of Absence

If you accept any employment or go into business while on a leave of absence from Name of Business, you will be considered to have voluntarily resigned from employment with Name of Business as of the day on which you began your leave of absence.

**Insurance Premium Payment During Leaves of Absence**

Name of Business will continue to pay our share of insurance premiums for employee coverage for a maximum of one (1) month while you are on a disability leave of absence. While you are on any other type of unpaid leave of absence from Name of Business, you will be responsible for paying the total premiums for your coverage and that of your dependents while on leave. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated. Any dependent coverage costs are the responsibility of the employee.

## INSURANCE COVERAGE

### Group Insurance

Name of Business is interested in the health and well-being of both you and your family. A comprehensive health insurance program is available for you and your family. We provide group insurance underwritten by a national insurance carrier. After completion of 90 days, your Introductory Period, you become eligible for coverage. At that time, you may choose to accept the insurance coverage, or not.

The following benefits are provided, as defined and limited in the literature provided by our insurance company:

\* Major Medical and Surgical Coverage

\* Medical Health Care Coverage

\* Dependents' Health Care Coverage

[When/If] you choose insurance coverage, our insurance company provides a booklet describing your benefits; a copy of this will be given to you when you join the program.

The company will pay 100% of the premiums for insurance coverage on you; you pay 100% of the premiums for insurance coverage of your eligible dependents through payroll deduction.

In the event of your termination of employment with Name of Business or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your or their own expense. (This does not affect the conversion privilege as stated in the insurance policy.) Consult Office Manager/H.R. Administrator for details.

### Disability Insurance

Separate independent policy coverage is not available at this time.

### Health Insurance

Today many health insurance plans and options can be confusing and complicated. That is why Name of Business has taken the time to carefully review the coverage and plans available. We have selected the plan we feel provides the best coverage for our employees. Refer to the literature provided by our insurance company for details on your health coverage.

Life Insurance

Coverage is not available at this time.

## Government Required Coverage

### Workers’ Compensation

The Workers’ Compensation Law (L & I) is a no-fault insurance plan, which is supervised by the state. This law was designed to provide you with benefits for any injury, which you may suffer in connection with your employment. Under the provisions of the law, if you are injured while at work, you are eligible to apply for Workers’ Compensation.

* **What Is Workers’ Compensation?**

Workers’ Compensation law was passed to guarantee prompt, automatic benefits to workers injured on the job.

Before Workers’ Compensation, an injured worker had to sue his employer to recover medical costs and lost wages. Lawsuits took months and sometimes years. Juries and judges had to decide who was at fault and how much, if anything, would be paid. In most cases, the injured worker got nothing. It was a costly, time-consuming and unfair system.

Today, if you're unable to work because of a job injury, Name of Business and their workser comp insurance company work together to take care of your medical expenses and compensate you until you're able to come back to work—automatically, without delay or red tape.

* **Who Is Covered?**

Insurance Company protects every Name of Business employee.

* **What Is Covered?**

Any injury is covered if it is caused by your job—not just serious accidents, but even first-aid type injuries. Illnesses may also be covered, if they're related to your job. For example, common colds and flu are not covered, but if you caught tuberculosis while working at a TB hospital, that's covered. The main question is if the injury or illness is the result of the performance of your job.

* **When Am I Covered?**

Coverage begins the first minute you're on the job and continues anytime you're working for Name of Business. You don't have to work a certain length of time, and there's no need to earn any minimum amount of wages before you're protected.

* **What Are the Benefits?**

Washington law guarantees you three kinds of Workman’s Compensation benefits:

\* Medical care to take care of the injury, including not only doctor bills, but also medicines, hospital costs, fees for lab tests, x-rays, crutches and so forth -- There's no deductible and all costs are paid directly by L & I.

\* Rehabilitation services necessary to return to work --Sometimes this is just an extension of medical treatment (for example, physical therapy to strengthen muscles). However, if the injury keeps you from returning to your usual job, you may qualify for vocational rehabilitation and retraining, too. Again, all costs are paid through L & I.

\* Cash payments for lost wages -- The most common kind of payments, for "temporary disability," will be made for as long as the doctor says you're unable to work. Additional cash payments may be made after you're able to work if there's a permanent handicap—for example, the amputation of a finger or loss of sight. If the injury results in death, payments will be paid to surviving dependents.

* **How Do I Get the Benefits?**

All injuries, no matter how slight, must be reported immediately to your manager to assure consideration by the WC insurance company, should complications develop later. Your manager will see that you receive medical attention.

There are no reports for you to fill out and no forms to sign. Just tell your manager what, where, when, and how it happened -- enough information so that he or she can arrange medical treatment and complete the necessary reports. In an emergency, you may go directly to one of the nearby medical facilities. Later, you may be required to furnish your manager with written statements regarding the on-the-job accident so that we may accurately document the incident, and so you may receive all the benefits to which you are entitled. (Failure to do this could result in loss of benefits.)

Prompt reporting is the key. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight. Even a cut finger can be disabling if an infection develops.

**How Much Are the Cash Payments?**

Payments are a percentage of your average weekly wage, up to a maximum amount set by the State Legislature. State law regulates the amount of the payments, and when and how they’ll be paid. Only the State Legislature can change the law.

Workers’ Compensation Insurance payments are tax free. There are no deductions for state or federal taxes or Social Security.

* **When Are the Cash Payments Made?**

If you report the injury promptly, you should receive the first compensation check within 14 days. After that you'll receive a check every two weeks until the doctor says you're able to go back to work. For extremely serious injuries, the payments may continue for life.

Although Name of Business will pay for the time lost because of a work-related accident during the remainder of the normal workday in which the accident occurs.

* What If There's a Problem?

Fortunately, most claims - better than 9 out of 10 - are handled routinely. After all, Workman’s Compensation benefits are automatic and the amounts are set by the Legislature. But mistakes and misunderstandings do happen. If you think you haven't received all benefits due you, please contact Human Resources.

Most all problems can be resolved with either a visit or call to the local Workers Comp Insurance office. If the problem still can't be resolved, it may be necessary to file an "Application for Adjudication" with the Workman’s Compensation Appeals Board. That's the State agency, which reviews cases where an injured worker believes he or she hasn't received what's coming to him or her.

The Appeals Board is a court of law. You can represent yourself, of course, but you may want to hire an attorney. If it's necessary to go to the Appeals Board to resolve your case, be sure to do so within one year from the date of the injury, or one year from the date of your last medical treatment. Waiting longer could mean losing your right to benefits.

### Additional Benefits Due to Injury

If the injury is very serious - one where you won't be able to work for a year or more - you may be eligible for additional benefits from Social Security. For information contact the nearest office of the Social Security Administration, or discuss your situation with the claims representative at Workers Comp Insurance.

Employees returning to work after being absent due to an injury must report to their manager prior to beginning work, and must bring a doctor's clearance for returning to duty.

### Unemployment Compensation

Name of Business pays a percentage of its payroll to the State Workers Comp Insurance Fund according to Name of Business's employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have earned a certain amount and be willing and able to work. You should apply for benefits through your local State Unemployment Office as soon as possible.

Name of Business pays a major share of the cost of this insurance.

### Social Security

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, Name of Business is required to deduct this amount from each paycheck you receive. In addition, Name of Business matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

## Profit Sharing Plan & Retirement Plan

Name of Business is not able to offer either a Profit Sharing or Retirement Plan at this time. Sample Heating and Cooling does, however, want to do so in the future. When a retirement or 401K plan is available, all employees will be notified of terms and conditions.

## Other Benefits

### Annual Party or Outing

Name of Business normally sponsors at least one annual get-together. Watch the bulletin board for details.

### Credit Union Membership

At this time, Name of Business does not offer any association with a credit union.

### Education Assistance

We feel an individual who possesses a desire to continue their education, in addition to performing their full-time job, shows a commitment to improving themselves and their position within the company. To encourage and reward these individuals, Name of Business offers an Education Assistance benefit.

Full-time employees may continue their education in a related field and Name of Business may reimburse part of the registration and tuition costs. All courses must be pre-approved by your manager. Once the course is completed, submit a certified transcript of grades, with receipts for expenses. Name of Business will reimburse you as described below for the portion of the registration, materials and tuition that was pre-approved.

Reminder: If you are taking a pre-approved seminar that offers continuing education credit, be sure to give your manager a copy of the Continuing Education Credit Certificate (or other document) to include in your personnel file.

In order to qualify for this Education Assistance benefit you must:

1. Advise your manager, prior to enrolling for the class, that you intend to take a particular course. Your manager will advise you whether the course is of a nature that Name of Business will approve for partial reimbursement of tuition and fees.

2. The course must be job-oriented and offered by an approved educational institution.

3. You must receive a grade of "B" or better.

4. You must have at least one (1) full year of service with Name of Business. You should also not have any warning notices in the last six (6) months.

5. If you are eligible to receive educational benefits from other sources, such as the Veterans Administration, Name of Business will not reimburse your educational expenses.

### Education/Training (Attending Seminars/Training Sessions)

From time to time, Name of Business may arrange to have both formal and informal training programs to enable you to progress in your technical knowledge of our business. Several times a year, employees are selected to attend factory schools, workshops, or training programs. You will receive a normal paycheck while attending these schools or workshops. All or a portion of the expenses for off-premises training will be paid for by Name of Business depending on the nature of the course. Check with your manager for details.

Also, during any slow periods of work you should use the time to learn more about Name of Business, its services and products. You may progress as you become more knowledgeable about your job and the jobs of the people around you. You are encouraged to ask questions about any aspect of Name of Business that is of interest or unclear.

If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of your manager. Since these seminars are usually offered only at specified times in a geographical area, please be sure to notify your manager as far in advance as possible. This way, he or she can attempt to schedule workloads to accommodate your (and/or other employees') desire to attend the seminar.

### Employee Christmas Fund

Name of Business desires to acknowledge our employees efforts at year’s end by use of the Company Christmas Fund.

To accomplish this, Name of Business employees may contribute by means of payroll deduction, up to $20 per paycheck to the fund. The company will match each employee’s contribution up to the $20 per paycheck limit. Funds will be disbursed during the first week of December to all contributing employees.

### Employee Purchases

Any full time employee will be allowed to purchase any item from Name of Business at cost as set forth below. All purchases must be for personal use only. All purchase orders must be made and approved by the CEO of the company before any order number is given out. Items purchased for an employee's personal use (tools, items for personal residence, etc.) may be purchased at company cost. Freight costs, pick-up, and storage of all orders are the employee's responsibility. Payment must be in full unless authorized by the CEO of Name of Business.

# Other Policies

## Bonuses

Name of Business would like to be able to distribute annual merit bonuses when profits permit. Bonuses would be determined on the basis of attendance, attitude, cooperation, efficiency, initiative, knowledge, performance evaluations, salary and length of service as evaluated by your manager. While this is not a "policy" which applies to all, and is not guaranteed or automatic, when profits permit and at the discretion of the CEO, Sample Heating and Cooling will endeavor to initiate a bonus of some type.

## Borrowing Tools & Equipment

See "Personal Use of Company Property" later on in this section.

## Bulletin Boards

Bulletins and bulletin board(s) are our "official" way of keeping everyone informed about new policies, changes in procedures and special events. Information of general interest is posted regularly on the bulletin board(s). Please form the habit of reading the bulletin board(s) regularly so that you will be familiar with the information posted on it.

Only authorized personnel are permitted to post, remove or alter any notice on the bulletin board(s). If you want to have notices posted on Name of Business bulletin board(s), see your manager for instructions.

## Communications

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work.

In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all Name of Business methods of communication, including this Manual, bulletin boards, discussions with your manager, memoranda, staff meetings, newsletters, training sessions, etc.

You will receive other information booklets, such as your insurance booklets, from time to time. You may take these booklets home so that your family may know more about your job and your benefits.

In addition, you may receive letters from Name of Business. There is no regular schedule for distribution of this information. The function of each letter is to provide you and your family with interesting news and helpful information, which will keep you up-to-date on the events here at Name of Business.

## Community Activities

Name of Business recognizes the importance of community participation. Our business is dependent upon the community for employees and for customers, and the community is dependent on our business for employment opportunities and for our products and services.

Name of Business encourages and supports your participation in service activities that contribute to the community.

## Company Meetings

On occasion, we may request that you attend a company-sponsored meeting. If this is scheduled during your regular working hours, your attendance is required. If it is held during your non-working hours and you decide to attend, you will be paid for the time you spend traveling to and from the meeting as well as for time spent at the meeting, but only if you are one of our "non-exempt" employees. (If you are qualified for overtime pay by virtue of working more than forty hours that same work week, then you will receive your overtime rate.)

If you are a "non-exempt" employee, you are under no obligation to attend a company meeting, which is held outside of regular working hours. No one in management is permitted to exert any degree of pressure on you to attend.

## Computer Software (Unauthorized Copying)

Name of Business does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the user’s right to make a backup copy for archival purposes (Section 117).

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless the manufacturer does not provide a backup copy. Unauthorized duplication of software is a Federal crime. Penalties include fines of as much as $250,000, and jail terms of up to five years.

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support and no information about product updates.

* Name of Business licenses the use of computer software from a variety of outside companies. Name of Business does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it.
* With regard to use on local area networks or on multiple machines, Name of Business employees shall use the software only in accordance with the license agreement.
* Name of Business employees learning of any misuse of software or related documentation within the company shall notify the department manager or the CEO of Name of Business.
* According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. Name of Business employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include dismissal.

## Contributions

Name of Business makes donations to worthwhile charities and colleges in its own name. Contributions considered worthwhile include the United Way, health drives and community youth activities.

Contributions are made only in communities we service or where our employees benefit from these contributions. We make no contributions to churches or other organizations where such contributions will only benefit the members of that organization. The general rule is that the cause must be for the good of the entire community. The CEO of Name of Business makes all decisions concerning contributions. Name of Business does not exceed its budgeted allowance for contributions.

Please make others aware of this policy should you be asked to solicit Name of Business for contributions which don't meet these standards.

## Conversion Privileges

At your exit interview or upon dismissal, you will learn how you can continue your insurance coverage and any other benefits you currently enjoy as an employee who is eligible for continuation.

## Department Meetings

From time to time, your manager will schedule Department Meetings before, during, or after work. It's to your advantage to be at these meetings. They give you and your fellow workers a chance to receive information on Name of Business events, to review problems and possible solutions, and to make suggestions about your department or your job. If your attendance at Department Meetings is mandatory, you will be informed in writing. Failure to attend may involve a penalty.

**Note:** See "Company Meetings" earlier in this section for further information.

## Discounting

Employees giving discounts to a friend is one of the most common abuses any company can face -- we understand that it can be tempting to give friends a "good deal."

Yet, for every free or reduced-price item that a customer receives, there's yet another dent in the company's profitability. Remember, the smaller that this profitability becomes...

* The less merchandise we can afford to buy;
* The higher the prices we will have to charge;
* The less likely we can afford to increase your pay;
* The fewer employees we can afford to keep; and
* The lower the chances that we can hire some much needed help.

This is our company's policy concerning employee discounting:

The discount privilege is offered for the use of employees and the members of their immediate family. Under no circumstances should company products be removed from the premises unless accompanied by a receipt from Acme Inc.. Employees are permitted to buy company products at cost for personal use only. It is an abuse of the discount privilege to buy items from Name of Business on behalf of people outside your immediate family. Name of Business considers such behavior a form of theft and violators will be treated accordingly.

When faced with the temptation to give discounts to friends, please decide against it. If you're being pressured, explain that you could lose your job over it (you could!).

If you become aware of a fellow employee about to give a friend (or customer) an unauthorized discount, drop a hint -- tell him or her something like "I don't think that's a good idea," or "Remember, that discount's just for employee use." If you know of others who have discounted or given away items in the past, please discuss the matter with your manager at your convenience.

We must continually work together to remove the threats posed by unauthorized discounting. This is a Name of Business priority.

All time must be charged to jobs. This includes travel time. Minimum Service is one (1) hour. Please discuss any issues of time charges with your manager.

## Dress Code/Personal Appearance

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person. Each manager or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. However, sun dresses with bare backs and/or shoulders, men's undershirts, and shorts for field employees, are not appropriate. Field employees are required to wear a clean uniform every day.

A neat, tasteful appearance contributes to the positive impression you make on our customers. You are expected to be suitably attired and groomed during working hours or when representing Name of Business. A good clean appearance bolsters your own poise and self-confidence and greatly enhances our company image.

Personal appearance should be a matter of concern for each employee. If your manager feels your attire is out of place, you may be asked to leave your workplace until you are properly attired. You will not be paid for the time you are off the job for this purpose. Your manager has the sole authorization to determine an appropriate dress code, and anyone who violates this standard will be subject to appropriate disciplinary action.

## Employee Referral/Recruitment

Most, but not all open positions will be posted on our bulletin board. You are encouraged to recommend and refer qualified candidates for employment with Name of Business. If you know of someone who would like to work here, we will be glad to consider him or her for appropriate openings. Notify your manager and be sure the individual mentions your name when contacting Name of Business.

## Entering & Leaving the Premises

At the time you are hired, you will be advised about the proper entrances and exits for our employees. You are expected to abide by these rules at all times. Failure to do so will lead to disciplinary action.

## Entry After-Hours

You are not allowed to enter Name of Business property after normal working hours for any reason without the express approval of your manager or the manager on duty.

## Exit Interviews

In instances where an employee voluntarily leaves our employ, Name of Business management would like to discuss your reasons for leaving and any other impressions that you may have about Name of Business. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will help us part as friends, as well as provide insights into possible improvements we can make. All information will be kept strictly confidential and will in no way affect any reference information that Name of Business management will provide another employer about you.

## Expense Reimbursement

You must have your manager's written authorization (requisition/purchase order, etc.) prior to incurring an expense on behalf of Name of Business. To be reimbursed for all authorized expenses, you must submit an expense report/voucher accompanied by receipts and approved by your manager. Please submit your expense report/voucher each week, as you incur authorized reimbursable expenses.

## First Aid

Federal law ("OSHA") requires that we keep records of all illnesses and accidents that occur during the workday. Washington L & I rules also require that you report any illness or injury on the job, no matter how slight. If you hurt yourself or become ill, please contact your manager for assistance. If you fail to report an injury, you may jeopardize your right to collect Workman’s Compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards, which might be present on the job. Should you have any questions or concerns, contact Office Manager/H.R. Administrator or your manager for more information.

We have made an arrangement with a local clinic to provide first aid in medical emergencies. See the bulletin board for its location or speak to your manager. First aid kits are available. Please ask your manager for their location.

## Gifts

Advance approval from management is required before an employee may accept a gift of any kind from a customer, supplier or vendor representative. Employees are not permitted to give gifts to customers or suppliers, except for certain promotional "premiums" (t-shirts, coffee mugs, pens, key chains, etc.) imprinted with the Name of Business logo or sales information.

## Grievances

Our goal is to maintain a comfortable working environment for everybody. We do this in several ways:

* By treating each of you as an individual and encouraging your maximum development;
* By recognizing that each of you is essential to the success and growth of Name of Business; and
* By maintaining direct communications with all of our employees and ensuring that each and every one of you can speak directly and openly with our management team.

We believe that this type of communication, without interference from any outside party, is best for all concerned. Therefore, when you wish to express your problems, opinions, or suggestions, you will always find an open door and an attentive ear.

As time goes by and Name of Business grows, we will continue to listen and respond to your questions and comments.

## Resolving Problems

Whenever you have a problem or complaint, we expect you to speak up and communicate directly with us. You can take the following steps:

* First, talk to your immediate manager. Your manager is most familiar with you and your job and is, therefore, in the best position to assist you. Your manager works closely with you, and is interested in seeing that you are treated fairly and properly.
* If your manager cannot help you resolve the matter, you can speak to the Office Manager/H.R. Manager who will give your problem or complaint prompt consideration.
* If that person feels that the situation warrants further review, he/she will ask the CEO for assistance.

Remember -- it is always best to resolve problems right away. Little problems tend to turn into big problems; facts become confused; and resentment and anger builds up. It is always best to get things “off your chest” before they get out of hand.

## Housekeeping

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times -- it is a required safety precaution.

Easily accessible trash receptacles are located throughout the buildings. Please put all litter and recyclable materials in the appropriate receptacles and containers. Please don't extinguish cigarettes on the floor or throw ashes into any container not meant for that purpose. Always be aware of good health and safety standards, including fire and loss prevention.

Please report anything that needs repairing or replacing to your manager immediately.

## Inspection of Packages

Name of Business reserves the right to inspect all packages or closed containers brought into or taken out of the work area.

## Labor Unions

Our employees are not represented by a labor union; however Name of Business's policy is to try to provide wages and benefits that compare favorably with those at other companies in our region and industry. We also strive to provide the safest and best possible working conditions for you.

One of Name of Business's primary goals is to successfully meet its responsibilities to you, our employee, both as an individual, and as a contributing member of Name of Business. Managing Name of Business in such a way that you will always be treated with respect and dignity accomplishes this. We believe every person deserves to be treated in this manner, in any situation. We also believe this principle helps make Name of Business successful. And, in this environment, we can work together to solve any problems that may arise.

## Layoff & Recall

In the unlikely event of a reduction in workforce, employees will be laid off based on skills and abilities as well as seniority. Please understand that if the skills and abilities of two employees are equal, seniority will be the determining factor in the layoff decision.

However, when it's necessary to recall employees from layoff status, recall will be in reverse order to the layoff. Recall will be made by mail to your last known address or by telephone call. Failure to respond to the recall within two (2) days of notice will be considered a voluntary resignation. Laid off employees must keep Name of Business informed of any change in mailing address or telephone number. Employees will lose their seniority if laid off for more than three (3) months.

If you leave the area, plan to leave the area, or you are unreachable for a period of time, please feel free to contact your manager or Office Manager/H.R. Administrator to let us know you are interested in returning to work.

## Life-Threatening Illnesses

Name of Business recognizes that employees with a life-threatening illness, including, but not limited to, cancer, heart disease, and AIDS, may wish to continue to engage in as many of their normal pursuits as their condition allows, including work. These employees must be able to meet acceptable performance standards. Performing normal job functions must not exacerbate their condition. Medical evidence must indicate that their condition is not a threat to other workers.

Managers need to be sensitive to the employee's condition and ensure that the employee is treated consistently with other employees. Name of Business seeks to provide a safe work environment for all employees and customers. Therefore, precautions should be taken to ensure that any employee's condition does not present a health and/or safety threat to other employees or customers.

When dealing with situations involving employees with life-threatening illnesses, managers should:

* Remember that an employee's health condition is personal and confidential, and reasonable precautions should be taken to protect information regarding an employee's health condition.
* Contact the Office Manager/H.R. Administrator if you believe that you or other employees need information about terminal illness, or a specific life-threatening illness, possible contagion, or if you need further guidance in managing a situation that involves an employee with a life-threatening illness.
* Contact the Office Manager/H.R. Administrator to determine if a statement should be obtained from the employee's attending physician that continued presence at work will pose no threat to the employee, co-workers, or customers. Name of Business reserves the right to require an examination by a medical doctor appointed by the company.
* Make reasonable accommodation for employees with a life-threatening illness provided that any accommodations made do not require significant difficulty or expenses.
* Make a reasonable attempt to transfer employees with a life-threatening illness who request a transfer and are experiencing undue emotional stress.
* Be sensitive and responsive to co-workers' concerns.
* Do not give special consideration beyond normal transfer requests for employees who feel threatened by a co-worker's life-threatening illness.
* Be sensitive to the fact that continued employment for an employee with a life-threatening illness may sometimes be therapeutically important in the remission or recovery process, or may help to prolong that employee's life.

## Managers

Your immediate manager is the person on the management team who is closest to you and your work. Your day-to-day contact with your manager gives you a chance to receive guidance and counsel regarding your assignments and the progress you make on your job. Your manager can show you how your work fits into the overall picture, teach you how to do things, explain the “hows" and "whys," and encourage you when things look a little tough.

Your manager is in complete charge of the department. He or she is responsible for the efficient operation of the department. Your manager has authority to hire and dismiss, to assign work, recommend pay increases, transfers or promotions, and to maintain order and discipline. The manager may accomplish this personally or through his or her assistant.

Remember, your manager knows most of the answers, and, if not, knows where to get them. Your manager probably started in a job much like yours and can guide and help you. Your manager wants you to succeed. Please get to know your manager, and when you need help or have questions, complaints, problems or suggestions, contact your manager first. He or she is interested in your success, the success of every member of your department, and the overall success of Name of Business.

Your manager is human, has many responsibilities, and needs your cooperation, assistance, and loyalty. He or she wants to help you - that's their job - so please ask, and please be willing to meet your manager half way. If he or she cannot help you or answer your question, your question will be referred to someone who can. You can expect to be treated fairly and with respect. Like Name of Business, your manager has a direct interest in you. He or she wants you to consider him or her as your advisor, friend and mentor. Go to your manager for information about your job, your pay, or other matters of company policy.

Please don't overburden your manager with questions that can be answered by reading this Manual or by checking bulletin boards. Do feel free to ask for clarification of regulations or responsibilities. Any problem that hinders the efficient completion of your responsibilities should be taken up with your manager.

## Open Door Policy & Counseling

Normally, you will be expected to use the Grievance Procedure outlined earlier in this Manual to resolve a problem. However, if the problem or complaint is of a personal nature, or a very delicate matter, you may meet first with any member of management, including the CEO, to discuss it. He or she will decide if you should first discuss the problem with your immediate manager. If so, you will be directed to use the Grievance Procedure. If the complaint, suggestion, or question is of such a nature that the Grievance Procedure would hamper resolution, the management person you contact will take the appropriate action.

## Outside Activities

No employee may take an outside job, either for pay or as a donation of his or her personal time, with a customer or competitor of Name of Business, or may they do work on their own if it competes in any way with the sales of products or services we provide our customers. If your financial situation requires you to hold a second job, part-time or full-time, or if you intend to engage in a business enterprise of your own, we would like to know about it. Before accepting any outside employment it would be a good idea to discuss the matter with your manager.

## Parking Lot

You are encouraged to use the parking areas designated for our employees. Please keep in mind that the parking spaces adjacent to or in front of our building(s) are for customers and visitors only. Remember to lock your car every day and park within the specified areas.

Courtesy and common sense in parking will avoid accidents, personal injuries, damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your manager.

Name of Business does not assume any liability for any loss or damages you may sustain.

## Payroll Advances

Name of Business does not advance or loan money to employees. Certain extreme emergency situations may arise however. If necessary, contact the CEO. If he feels that your request is justified, an "Employee I.O.U." form will be provided for you to fill out and sign.

**Note:**  See "Deductions (Other)/Direct Deposit" in the “Compensation & Performance” section for further information.

## Personal Phone Calls, Internet & Mail

Please keep personal phone calls to a minimum—they must not interfere with your work. You are permitted to make calls for essential personal business during lunch or "break" periods only. Please do not abuse this privilege. Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made at any time. Incoming urgent calls will be directed to you.

Innapropriate use of the company internet or wifi connection is forbidden. internet access for personal reasons is only permitted during lunch or break periods.

Please don't use Name of Business as a personal mailing address, and do not put personal mail in the stacks that are to be run through the postage meter.

## Personal Property

Due to the strict liability guidelines of our insurance carrier, under no circumstances are you allowed to keep personal equipment or vehicles on Name of Business property where damage or fire could result. Park in designated areas only.

Company vehicles may be inspected at any time, with or without notice, for cleanliness by Name of Business. Please understand that Name of Business cannot assume any responsibility for loss or damage to personal property of any employee.

## Personal Use of Company Property

If you want to use Name of Business equipment or tools after work hours for personal benefit, you must have the approval of your manager. You must have a written pass before removing the equipment or tools from Name of Business property. You understand and agree that Name of Business is not liable for personal injury incurred during the use of company property for personal projects. As a Name of Business employee, you accept full responsibility for any and all liabilities for injuries or losses, which occur, or for the malfunction of equipment. You are responsible for returning the equipment or tools in good condition, and you agree that you are required to pay for any damages that occur while using the equipment or tools for personal projects.

## Promotion Policy

It is our policy to advise all employees about advancement opportunities by means of bulletin boards or other suitable methods. Please submit your request for consideration for a specific position directly to your manager.

Whenever a position becomes available, every effort will be made to fill it by promoting a qualified employee. Jobs will be awarded based on individual ability and past job performance, as well as length of service if two people have similar qualifications. By utilizing all opportunities for education and performing your job exceptionally, you may become qualified to fill a position of greater skill, responsibility and value at Name of Business. Name of Business will always continue to look outside the company for potential employees as well.

Whenever you are learning a new job, or if your abilities are unknown in a particular job, you will be classified as a trainee during the time necessary for you to gain experience to do the job. The length of training time for any given job is governed by the experience required for that job and your learning ability. You will be reviewed every ninety (90) days while training. At these reviews, you may receive an increase in pay, timed so that upon completion of the training period, you will be receiving a wage comparable to others in the job.

## Property & Equipment Care

It is your responsibility to understand the machines you need to use to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and Name of Business. If you find that a machine is not working properly or in any way appears unsafe, please notify your manager immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, or should you adjust or modify the safeguards provided.

## Recycling, Waste Prevention

* Acceptable (Please place these in the proper recycling bins.)

Sheet Metal Scraps

Plastic, Shipping Cartons & Packing Materials

* **Energy Conservation:**  Turn off lights in areas not being used.
* **Water Conservation:** Report any leaks to management immediately.
* Waste Management

Waste of time, materials, equipment and utilities is costly to you and Name of Business. You can help make every minute count. Eliminate waste whenever possible. In the long run, you will benefit by helping to reduce operating costs. The money saved by eliminating waste can be passed along to employees in the form of profit-based bonuses and other benefits.

## References

Name of Business does not respond to oral requests for references. All requests must be in writing and on company letterhead. In the event you leave the employ of Name of Business we may be able to provide references to potential employers, depending upon the circumstances, your employment history, etc. However, you must first sign a “reference release” waiver, allowing us to release reference information beyond merely confirming that you worked at Name of Business for a specific period of time and your position.

As an employee, do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, and you receive a request for a reference, you should forward the request to the personnel department for a response.

## Reinstatement

See "Former Employees" in the "Employment" section for information on reinstatement.

## Resignation

While we hope both you and Name of Business will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with Name of Business. If you anticipate having to resign your position with Name of Business, you are expected to notify your manager at least two (2) weeks in advance of the date that you must leave. Exit interviews are required of any employee leaving employment with Name of Business.

## Restricted Areas

In the interest of safety and security, certain portions of Name of Business's facilities may be restricted to authorized personnel only. Such areas will be clearly marked. Some areas may be designated non-smoking areas as well. The office area, company files, computers and the CEOs office are restricted areas.

## Return of Company Property

Any Name of Business property issued to you, such as product samples, tools or uniforms, must be returned to Name of Business at the time of your dismissal or resignation, or whenever your manager or a member of management requests it. You are responsible to pay for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck, and you may be required to sign a wage deduction authorization for this purpose.

## Safety Rules

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all Name of Business activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production.

Please report all injuries (no matter how slight) to your manager immediately, as well as anything that needs repair or is a safety hazard. Below are some general safety rules. Your manager or department head may post other safety procedures in your department or work area:

* Avoid overloading electrical outlets with too many appliances or machines.
* Use flammable items, such as cleaning fluids, with caution.
* Walk -- don't run.
* Use stairs one at a time.
* Report to your manager if you or a co-worker becomes ill or is injured.
* Ask for assistance when lifting heavy objects.
* Smoke only in designated smoking areas.
* Keep cabinet doors and file and desk drawers closed when not in use.
* Never empty an ash tray into a waste basket or open receptacle.
* Sit firmly and squarely in chairs that roll or tilt.
* Wear or use appropriate safety equipment as required in your work.
* Avoid "horseplay" or practical jokes.
* Start work on any machine only after safety procedures and requirements have been explained (and you understand them).
* Use air hoses only for the use intended. Avoid blowing air at yourself or anyone else.
* Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, hearing protectors, etc., in designated areas or when working on an operation which requires their use.
* Keep your work area clean and orderly, and the aisles clear.
* Stack materials only to safe heights.
* Watch out for the safety of fellow employees.
* Use the right tool for the job, and use it correctly.
* Wearing gloves whenever handling sheet metal products is the best way to avoid cuts.
* Operate motorized equipment only if authorized by your immediate manager. Name of Business must certify all operators.

Remember, failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary actions.

## Safety Rules When Operating Machines & Equipment

* Machine guards when provided must be in place while machines are in operation.
* Loose clothing, jewelry or rings must be removed before operating machinery.
* Your manager when necessary will issue required personal protective equipment, except for prescription glasses and steel toe shoes, to you.

Steel toe shoes or work boots may be purchased through vendors associated with Name of Business at company cost only after you have completed your Introductory Period. Name of Business does not reimburse employees for shoes at this time. If you charge them on the company account with prior permission of management, the cost will be deducted from your paycheck.

You may purchase replacement for mandatory personal protective equipment, which has been purposely destroyed or lost, at cost. You may purchase personal protective equipment that is not mandatory through Name of Business at a reduced cost.

We will continue to provide a clean, safe and healthy place to work and we will provide the best equipment possible. You are expected to work safely, to observe all safety rules and to keep the premises clean and neat. Remember that carelessly endangering yourself or others may lead to disciplinary action, including possible dismissal.

## Security

Maintaining the security of Name of Business buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

* Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
* Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
* When you leave Name of Business's premises make sure that all entrances are properly locked and secured when you are the last to leave.

## Seniority

Many of your benefits, like vacations, are determined by seniority. Also, seniority is one of the factors recognized when making promotions. Therefore, seniority is very important to you as an employee.

You must complete an Introductory Period when you are hired. During this period, you carry no seniority rights. If you are retained after the Introductory Period, you will be credited with seniority. Your seniority will reflect your length of employment beginning on the date on which you began work (anniversary date).

## Smoking

Please don't smoke in areas where you are directly serving customers and where it may be offensive to your co-workers. If you smoke, there are a variety of places appropriate for you to enjoy a short break. Please be courteous and concerned about the needs of your fellow employees and others. The wishes and preferences of non-smokers will take precedence over those of employees who smoke.

Please remember to conform to our customer's smoking policies when working at a customer's site. Even if it is allowable to smoke, the impression you leave may not be a good one.

Name of Business discourages its employees from smoking. While we cannot regulate employee conduct off the job or outside of work hours, we feel it is our responsibility to provide a workplace free of exposure to hazardous substances, and we have therefore established our office facility as a smoke-free workplace. All employees are expected to abide by this policy while at work. Smoking is allowed in the back lot area and currently in the shop. If you are unsure of where you smoke, check with your manager.

## Solicitations & Distributions

Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-company literature in work areas at any time during working time. Working time is defined as the time assigned for the performance of your job and does not apply to break periods and meal times. Working areas do not include the lunch room or the parking areas. Solicitation during authorized meal and break periods is permitted so long as it is not conducted in working areas. However, employees are not permitted to sell chances, merchandise or otherwise solicit money or contributions without management approval.

Persons not employed by Name of Business are prohibited from soliciting or distributing literature on company property.

## Substance Abuse

Name of Business is committed to providing its employees with a safe workplace and an atmosphere which allows them to protect inventory and other assets placed in their care; Name of Business employees should not be subject to any safety threats from fellow workers. You are expected to be in suitable mental and physical condition while at work, allowing you to perform your job effectively and safely.

Whenever use or abuse of any mood altering substance (such as alcohol or other drugs) interferes with a safe workplace, appropriate action must be taken. Name of Business has no desire to intrude into its employees' personal lives. However, both on-the-job and off-the-job involvement with any mood altering substances can have an impact on our workplace and on Name of Business's ability to achieve its objectives of safety and security. Therefore, you are expected to report to the workplace with no mood altering substances in your body. While you may make your own lifestyle choices, Name of Business cannot accept the risk in the workplace which substance use or abuse may create. The possession, sale or use of mood altering substances at the workplace before or after scheduled work hours, or coming to work under the influence of such substances shall be a violation of safe work practices and will be subject to disciplinary action, including possible dismissal.

Name of Business also recognizes that its own health and future are dependent upon the physical and psychological health of its employees. Accordingly, Name of Business has established the following guidelines with regard to use, possession or sale of alcohol or drugs:

* Name of Business will maintain pre-employment screening practices designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for impaired or unsafe job performance.
* Holiday gifts of alcohol, which are given or received by employees, but are not opened or consumed on company premises, although not encouraged, would not be considered a violation of this policy.
* Individuals who appear to be unfit for duty may be subject to a medical evaluation, which may include drug or alcohol screening. Refusal to comply with a fitness-for-duty evaluation may result in disciplinary action up to and including discharge.
* Individuals who have an accident of any kind while operating a Sample Heating And Cooling vehicle of any kind will be subject to a medical evaluation, which may include drug or alcohol screening. Refusal to comply with a fitness-for-duty evaluation may result in disciplinary action up to and including discharge.
* Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public or company facilities, or where such usage could jeopardize the security of company finances or business records, or where such usage adversely affects customers' or the public's trust in the ability of the company to carry out its responsibilities, will not be tolerated. Employees who are involved in or suspected of involvement in off-the-job drug activity will be considered in violation of this policy.
* Employees undergoing prescribed medical treatment with a controlled substance that may affect the safe performance of their duties are required to report this treatment to their manager through their personal physician.

Name of Business recognizes that alcoholism/drug abuse is a form of illness that is treatable in nature. The company shall not discriminate against employees based on the nature of their illness. No employees shall have their job security threatened by their seeking of assistance for a substance abuse problem. The same consideration for referral and treatment that is afforded to other employees having non-drug/alcohol related illnesses shall extend to them.

Nothing in this policy is construed to prohibit the corporation from its responsibility to maintain a safe and secure work environment for its employees or from invoking such disciplinary actions as may be deemed appropriate for actions of misconduct by virtue of their having arisen out of the use or abuse of alcohol or drugs or both.

## Suggestions

We encourage all employees to bring forward their suggestions and good ideas about how our company can be made a better place to work, our products improved, and our service to customers enhanced. When you see an opportunity for improvement, please talk it over with your immediate manager. He or she can help you bring our idea to the attention of the people in the company who will be responsible for possibly implementing it.

All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

## Theft

We would like to ensure that internal theft does not pose a problem for Name of Business. Although taking small items of Name of Business property many seem inconsequential, the cumulative effect can be very large. Stealing from the company is like stealing from yourself. Losses from theft immediately affect our ability to increase salaries and can jeopardize the profitability of the company.

Name of Business will not tolerate property theft of any type. We consider property theft to be the unauthorized use of company services or facilities or the taking of any company property for personal use. The following list of examples is not all-inclusive, but provides illustrations of several activities, which are unacceptable.

* **Use of company copy machines for personal use.** The office copiers are not provided as a free service to employees. If you wish to use a company copier for personal use, please follow the established procedure for reimbursement of Name of Business. See Office Manager for details and rules.
* **Use of computers.** Name of Business's personal computers (the personal computers in the office, or laptops made available for work away from the office) are to be used exclusively for business purposes unless you receive permission from your manager and arrange to reimburse Name of Business.
* **Purchase of company products.** Name of Business offers employees a wide selection of the products manufactured or distributed by Name of Business at a discount. The discount privilege is offered for the use of employees and the members of their immediate family. Under no circumstances should company products be removed from the premises unless accompanied by a receipt from Name of Business. Employees are permitted to buy company products at a discount for personal use or to give as gifts, but it is an abuse of the discount privilege to buy items from Name of Business on behalf of people outside your immediate family. Name of Business considers such behavior a form of theft and violators will be treated accordingly.
* **Taking of company property.** No item purchased or supplied by Name of Business should ever be removed from company premises without express authorization of your immediate manager and the proper paper work associated with the situation. This rule applies to all company property including raw materials used in manufacturing, mechanics' tools, computers, and even pens and paper. All employees may be subject to random searches as they leave company facilities. Your manager has been given detailed instructions on the circumstances in which he or she can authorize you to borrow company equipment or to take samples of your work home. A checkout procedure will be used, and if you fail to return any item removed on schedule, the value of the items will be charged against your paycheck and you may be subject to disciplinary action for theft.

## Penalty Clause

Unauthorized possession or removal of company property is a very serious offense. Employees violating this policy will be subjected to discipline up to and including possible dismissal and prosecution. Name of Business will consider the dollar value of the item(s) taken, the employee's seniority, and the employee's past work record in setting penalties. If you are dismissed because of unauthorized possession or removal of company property, the reason for your dismissal will be provided to any future employer that contacts Name of Business. Referrals to criminal authorities will be made on a case-by-case basis.

## Traffic Violations

If you are authorized to operate a company vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you will be considered completely responsible for any accidents, fines or traffic violations incurred. Your manager will advise you on what to say and do (and what not to say and do) in the event of a vehicular accident.

## Transfers

Transfer from one position to another may be required or requested from time to time. Such transfers (up, down, or laterally) will be made with a possible adjustment in pay. Transfers for more than thirty (30) days will be considered permanent transfers.

## Uniforms

Name of Business provides uniforms, which all field employees must wear while at work. Upon termination of employment, the uniforms must be returned or the cost will be deducted from your final paycheck.

## Use of Company Vehicle

If you are authorized to use a Name of Business vehicle for company business, you must adhere to the following rules:

* You must be a licensed driver and considered insurable under company policy.
* You must maintain weekly mileage reports.
* You are responsible for following all the manufacturer's recommended maintenance schedules to maintain valid warranties, and for following the manufacturer's recommended oil change schedule. The company pays for maintenance and fuel.
* You are responsible for paying any moving violation tickets. Also, please park appropriately -- Name of Business will not pay parking violations.
* The assignment of a company vehicle is a privilege; therefore, you must keep the vehicle clean at all times, and washed and vacuumed as often as necessary. Vehicle maintenance is not to be done on company time . Washing and waxing is the employee’s responsibility and is not paid for by the company.
* You must not allow persons not authorized or employed by Name of Business to operate or ride in a company vehicle.
* Prior to operation of any company vehicle, your manager will train you on the appropriate steps to take if you are involved in an accident –(i.e., filling out the accident report, getting names of witnesses, etc).

**Note:** See "Driver's License & Driving Record" in the "Employment" section of this Manual and "Traffic Violations" earlier in this section for further information.

## Visitors

Our insurance coverage and good common sense prohibits unescorted visitors in our facilities. Visitors are not permitted on Name of Business property without prior permission from your manager; no visitors are permitted in working areas. If you are expecting visitors, please request permission from your manager and ask your visitors to see your manager when they arrive.

## Violations of Policies

You are expected to abide by the policies in this Manual. Failure to do so will lead to appropriate disciplinary action. A written record of all policy violations is maintained in each individual's personnel file.

A partial list of causes for possible disciplinary action ("Unacceptable Activities") is presented under "Standards of Conduct" in the "Employment" section of this Manual. This list is not to be considered all-inclusive.

