

[Your Company Name]

# **EMPLOYEE MANUAL**

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## **(1) Welcome Message from the President**

Dear Employee,

Welcome to [Your Company Name]!

We are excited to have you as part of our company. [Your Company Name] is committed to quality work and superior customer service in all aspects of our business.

We value our employees and encourage them to make productive suggestions. We want you to succeed at your job.

This Employee Manual, inclusive of an Acknowledgement Form, sets forth the general administrative policies, goals, and benefits of [Your Company Name] and replaces and supersedes any prior employee manual(s). The contents of this Manual are confidential and are not to be distributed to or shown to anyone else outside the Company, excepting your spouse or registered domestic partner, legal, financial, tax, and spiritual advisors, as required by a legal tribunal of competent jurisdiction or by any applicable law, in connection with an administrative or legal claim, or if required in connection with your job duties. This Manual remains the property of [Your Company Name] and must be returned upon request or at termination of employment.

[Your Company Name] complies with any federal, state, and local law applicable to the policies in this Manual, and, in the event of a conflict between this Manual and applicable law, as amended from time to time, applicable law shall prevail.

You should use this Manual as a reference as you pursue your career with us. Each of the policies is dated and is current as of that date, but may be unilaterally canceled or amended by [Your Company Name] at any time, with or without notice, and we shall also reserve the right to deviate from the policies herein in our sole discretion. When there is a change in a policy we will update this Manual as soon as possible. Feel free to discuss with us any questions you may have about this Manual or about your employment with us.

To your success at [Your Company Name].

Sincerely,

[President Name]

President [or other title, e.g., CEO or Human Resources Manager]

## **(2) Company Operations**

[Optional. Replace with company history and/or vision statement, or limit to just the names / titles /contact information of key management and human resources executives, and company address, phone, and hours. Delete any information that doesn't apply to your company.]

The success of [Your Company Name] (the “Company”) is based on providing great products and services to our customers, every day. Our [motto/mission] is [Company Motto/Mission]. Our [product line / services] include(s):

The organization of the company can be seen in the below flow chart, with [President Name] as the President of the Company.

Key contact information for [Your Company Name] is as follows:

[Address(es)]

[Phone Number(s)]

[Fax Numbers(s)]

[Email Address(es)]

[Website(s)/Intranet]

[Hours of Operation]

[Security / Gate / Alarm codes]

### **(3) Equal Opportunity; Immigration Law**

#### **3.1. Equal Opportunity Statement**

[Your Company Name] is an equal employment opportunity employer and does not unlawfully discriminate against employees or job applicants on the basis of race, color, religion, religious dress practice, sex, gender identity, gender expression, sexual orientation, age, national origin, ancestry, mental or physical disability, pregnancy/childbirth or other medical condition, genetic information, family status, marital status, military or veteran status, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies. Nor does Company tolerate discriminatory behavior by its employees.

This policy extends to all aspects of the employment relationship, including, but not limited to, recruiting, interviewing, job assignments, training, compensation, benefits, discipline, use of facilities, participation in Company-sponsored activities, termination and layoff, and all other terms, conditions, and privileges of employment.

[Note: Most government contractors and recipients of federal funds are obliged to have equal employment and affirmative action plans stated in writing. Affirmative action by California employers is generally prohibited by Proposition 209, but state contractors are generally required to comply with nondiscrimination requirements. Employers must pay men and women the same wages for performing substantially similar work. For employers of twenty or more employees, the Age Discrimination in Employment Act prohibits discrimination based on age. The Genetic Information Nondiscrimination Act makes it illegal for an employer to discriminate against employees or applicants because of genetic information and prohibits the use of genetic information in making employment decisions, restricts employers from requesting, requiring, or purchasing genetic information (including family medical history), and strictly limits the disclosure of genetic information. California law also prohibits discrimination based on race, religious creed (including religious dress practice), color, national origin, ancestry, physical or mental disability (where reasonable accommodation is not practical; see Section 3.3., below), medical condition (including pregnancy and childbirth), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status. Employers desiring to discriminate on any of the bases listed above should consult counsel to determine if such discrimination is permissible under the circumstances.]

#### **3.2. Immigration Law Compliance**

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), [Your Company Name] only employs individuals who are legally authorized to work in the United States. Furthermore, we do not continue to employ any individual whose legal right to work in the United States has been terminated.

U.S. Citizenship and Immigration Services Form I-9 is used to verify your identity and employment eligibility. You must complete the employee section of Form I-9 and provide the required documentation supporting your identity and employment eligibility before you may begin working.

[**Note:** Because of the substantial potential fines and even criminal action possible for knowingly employing workers who do not have the legal right to work in the United States, employers may wish to consider utilizing the federal E-Verify program operated jointly by the Department of Homeland Security and the Social Security Administration. For more information, see the program's website at <http://www.uscis.gov/e-verify> Form I-9 can be found online at <https://www.uscis.gov/i-9> Note, however, that California law prohibits the use of unfair immigration-related practices, including verifying the immigration status of existing employees or employees who have not yet received an offer of employment (unless required by U.S. federal law under the circumstances), and discriminating against those without a valid California driver's license.]

### **3.3 Americans with Disabilities Act Compliance**

[Your Company Name] adheres to the Americans with Disabilities Act (ADA), as amended, and the California Fair Employment and Housing Act, and other applicable laws and makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. The ADA/FEHA require employers to provide reasonable accommodation to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to the employer. A qualified individual is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of position, and who, with or without reasonable accommodation, can perform the essential functions of the position.

We are committed to providing reasonable accommodation to the known physical or mental limitations of such individuals so they can perform the essential functions of a job, unless such accommodation would create an undue hardship to us. If you need an accommodation under the ADA/FEHA, you should immediately notify us to initiate this interactive process.

[Note: The provisions of the ADA generally apply to employers of fifteen or more employees. FEHA's provisions apply to employers of five or more employees, including part-time employees, except its anti-discrimination provisions, which apply to all employers.]

## **(4) Policies and Rules**

### **4.1. Employment – Classification**

As an employee of [Your Company Name], you are an “employee at will”. This means that either you or [Your Company Name] may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice.

Any information outlined in this Manual or in any other Company document does not modify the employment at will policy and should not be interpreted to mean that termination will occur only for “just cause”. This Manual does not create an express or implied contract of employment for a definite and specific period of time between us, or otherwise create express or implied legally enforceable contractual obligations on our part concerning any terms, conditions, or privileges of employment. Except for a formal written employment agreement executed by employer and employee, any documents or statements, written or oral, prior, current, or future, that conflict with this employment at will policy are void.

**Regular Full-Time** is an employee who has no termination date and who is regularly scheduled to work forty (40) or more hours per week. Regular full-time employees may be either exempt or non-exempt from overtime pay.

**Regular Part-Time** is an employee whose position has no termination date and who is scheduled to work ten (10) or more hours, but less than forty (40) hours, per week.

**Temporary Employee** is an employee who is hired for a certain length of time and who is paid only for their hours worked. A temporary employee will not receive any benefits or holiday or vacation pay.

**Provisional Employee** is an employee who has not yet completed the sixty (60) day provisional period after first being hired, as detailed in Section 4.16 of this Employee Manual. A provisional employee will have a 60-day period to demonstrate his/her ability to learn and perform his/her job responsibilities. At the end of this period, the employee may be evaluated and may be terminated; otherwise he/she will become a regular employee. Provisional employees are responsible, as any other employee, for knowing and following the rules and regulations in this



Manual. Provisional employees may be terminated prior to the end of the provisional period, and the successful completion of the provisional period does not guarantee employment with us for any particular period of time.

**Exempt Employee** is generally an employee who is an executive, professional, administrator, outside salesperson, or supervisor of other employees. Exempt employees may be paid a salary, without overtime.

**Nonexempt Employee** is an employee who does not qualify for exempt status, and is generally paid on an hourly basis, including overtime.

Any concerns about your employee classification should be addressed to your supervisor.

## **4.2. Proprietary Information and Conflicts of Interest**

### Proprietary Information

As the result of your employment with us, you will acquire and have access to certain confidential and proprietary information belonging to [Your Company Name]. This includes our trade secrets, personnel information, suppliers and vendors, procedures, cost of merchandise, sales data, price lists, financial information, records, business plans, business processes and know-how, prospect names, business opportunities, confidential reports, customer lists and contracts, as well as any other information of special and unique value to us. Such proprietary information may be in electronic form and may or may not be marked as or designated as “confidential” or “proprietary”.

As a condition of employment, you must and hereby do agree that all such information is our exclusive property, and you will not at any time, either at work or after hours, directly or indirectly, use or disclose to anyone any such information, or comment to anyone outside [Your Company Name] about the information, except in the responsible exercise of your job duties within the scope of your role, or to a government or law enforcement agency when you reasonably believe the information discloses a violation of a federal, state or local law or regulation. Disclosing such information includes oral or written communication to others, whether in conversation, by mail or fax, by email, instant message, text message, or by posting to an Internet Web site, blog, or social networking site, and whether or not any compensation is promised or received, directly or indirectly, in return for such disclosures. Signing a separate proprietary information agreement further clarifying this policy at our request is also a condition of your continued employment. In the event of any conflict between the proprietary information policies in this Employee Manual and in a separate written confidentiality, proprietary

information, or employee loyalty agreement, the terms of any such agreement(s) shall control during its term.

Violation of our confidential information policy may result in disciplinary action, up to and including termination, civil litigation, and criminal prosecution. If you are ever unsure of your obligations under this policy, it is your responsibility to consult with your supervisor for clarification.

### Conflicts of Interest

It is our policy that employees must avoid conflicts of interest or the appearance of conflicts of interest in the performance of their jobs. While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts from which you must refrain are described in this Section 4.2.

You may not, without the written approval of your supervisor, conduct business with a relative, or with any business entity or organization with which you or your relative has a direct or indirect financial interest (except publicly traded companies). For purposes of this section, a relative is defined as someone related to you by blood, marriage, or adoption, or whose relationship with you is similar to that of the persons who are related to the employee by blood, marriage, or adoption.

You may not engage in any type of self-employment or employment by another to an extent that such employment interferes in any way with the performance of your employment with us. You may not compete with us, nor render services to, or have any financial or management interest in any competitor of the company (excluding publicly traded companies). If any of your relatives are competing with us, or working for, or having a financial interest in a competitor, vendor, or customer (excluding publicly traded companies), you must promptly report the facts and circumstances to your supervisor for review.

You may not accept or provide personal gifts, services, meals, or entertainment, or allow or arrange for a relative to accept or provide any of these, from or to any vendor or customer of the company, or from or to any supervisor or subordinate employee of the company, with a value of \$50.00 or more per calendar year in the aggregate. Any gift, service, meals, or entertainment above \$50.00 amount in a calendar year must be reported to your supervisor and may need to be declined, returned, or shared with Company or other employees, depending on the facts and circumstances, which you must also disclose to your supervisor.

**[Note: The nature of information that is important and proprietary in your company's business may result in the need to customize the first paragraph of this Section. You may alter the**

definition of a “relative” and the dollar value of gifts permitted by the conflict of interest policy as you see fit, or even eliminate the policy entirely.]

### **4.3. Personal Information and Employee Records**

It is important that our personnel records are accurate at all times. In order to avoid problems with your benefit eligibility, tax liability, or our ability to communicate with you regarding shift changes and the like, we require you to promptly notify your supervisor or human resources representative of any change in your name, home address, telephone number, number of dependents, or any other information pertinent to your employment. You must complete and submit a new IRS Form W-4 to us any time any of the information reported on the form changes.

Your personnel records will be kept by us in the state of California. At any time during your employment or thereafter, you or your authorized representative have the right upon request to inspect your personnel file relating to your performance or to any grievance as maintained by us at your work place, or to receive a copy, within thirty (30) days of the request. At any time during your employment and for three (3) years thereafter, you have the right to a copy of your payroll records as maintained by us. Within twenty-one (21) days of your request, we will provide you with a copy of such records. We may charge you the actual cost of the reproduction of records and any postage if you request delivery by mail or private delivery service.

### **4.4. Attendance and Punctuality**

[Your Company Name] believes that a good record of attendance and punctuality is an essential component of good work performance. You are expected to be at your work station, dressed and equipped appropriately and ready to work, at your scheduled start time. However, if you must put on protective equipment for your job, you may do this after you workday starts and before it ends at the beginning and end of your workday. If, for any reason, you are unable to report for work on time, or unable to remain at work until the end of your shift or normal work day, you must notify your supervisor directly as soon as possible and before your regular starting time.

All time off must be requested as far in advance as possible and should be submitted in writing as outlined in the appropriate categories, except for sick leave. (See Sick Leave and other categories for specific details outlined below.) Excessive absences may result in disciplinary action, up to and including termination.

### **4.5. Dress Code**

At work, you must maintain a clean, safe, and professional appearance. Your attire should be consistent with safety considerations and the type of work you are performing, as well as with the position you hold and the image Company seeks to project to others. Clothing must be neat and clean. Good personal grooming and hygiene are also essential and contribute to a professional appearance. Management, sales personnel, and those employees who come in contact with the public, are expected to dress in accepted business tradition. Examples of inappropriate dress include bare feet, flip-flops, tanks tops, midriffs, bathing suits, cut-off and ripped jeans, and clothing with obscene or distasteful slogans or gestures. Any required uniform and/or safety equipment will be provided to you at Company expense, but it is your responsibility to keep these uniforms and equipment clean.

If you have further questions about your expected attire, please discuss these questions with your immediate supervisor.

#### **4.6. Work Hours, Reporting and Overtime Pay**

##### Nonexempt Employees

The regular, full-time work day is eight (8) hours, and forty (40) hours represents a normal work week, commencing 12:00 AM Monday and ending at 11:59 PM on the following Sunday. While you are generally expected to work the number of hours stated above, we cannot guarantee that you will actually work this many hours in any given day or week.

For nonexempt employees, overtime work is only performed when approved in advance by your supervisor. You are expected to work necessary overtime when requested to do so, and you will receive time and one-half regular pay for time worked exceeding forty (40) hours in any given work week or eight (8) hours in any given work day. You will be paid double time for working more than twelve (12) hours in any given work day, or for working in excess of eight (8) hours on the seventh work day of any work week.

When computing total hours worked in a work week for purposes of calculating overtime pay, only hours actually worked are counted. Time off from work, such as holidays, vacation time, sick leave, or reporting time pay is not counted as hours worked even if you are paid for such time off.

When you are scheduled to work as a nonexempt employee, in some circumstances you will be paid reporting time at your regular hourly rate for a portion of the time you were scheduled to work, but were unable to do so, due to lack of available work. When you are scheduled to work, and there is no work available, you will be sent home and paid one-half of the number of hours you were scheduled to work, less any amount you actually worked and were paid for, with a

minimum of two (2) and a maximum of four (4) hours of pay. If you are sent home for lack of work and later called back into work that same day, you will be paid for two (2) hours of work at your regular rate if there are two (2) or less hours of work available at that time. If you are not scheduled to work, but must report for a meeting, you will be paid for the greater of two (2) hours or the actual length of the meeting, at your regular pay rate.

Reporting time pay does not apply in the following instances: You were not scheduled to work; you were given advance notice not to come into work (remember, it is your responsibility to keep your contact information up to date, so that we can reach you regarding schedule changes, and it is also your responsibility to check your telephone and/or email messages on a regular basis, i.e., at least once in the evening and once in the morning before coming into work, in case there are schedule changes); you were provided with at least half of the hours of work you were scheduled to work; you were given a sufficient number of hours of work, regardless of whether the type of work provided was your usual work or not (e.g., cleaning of work stations, painting a wall, being paid to wait for work); the lack of work was due to threats to Company employees or property, or when authorities have recommended work not begin or continue, when there is a failure of public utilities (e.g., no electricity, water, or sewer); when the work interruption is caused by an Act of God (e.g., an earthquake, flood, hurricane, or severe thunderstorm); if you are not fit to work (e.g., are intoxicated); if you have not reported to work on time and are sent home or fired as a resulting disciplinary action; or if an unexpected or unusual event has made opening for business impossible and we have made every reasonable effort to notify you not to come into work.

If you are sent home for lack of work, or notified in advance not to report to work, you may choose to use any available sick or vacation time in order to be paid for the day, or any portion thereof that you were not paid regular wages for work or reporting time pay.

### Exempt Employees

The normal work day is eight (8) hours, and forty (40) hours represents a normal work week, commencing 12:00 AM Monday and ending at 11:59 PM on the following Sunday. While you are generally expected to work the number of hours stated above, we do not guarantee that you will actually be able to perform all of your work duties in this amount of time. You are expected to put in the amount of time over 40 hours per week necessary to complete your job duties and occasionally, substantial extra work may be required. If you are overburdened with work and unable to complete your assignments with a moderate amount of additional work each week, please speak to your supervisor; however, an increased workload is often part of having more responsibility at work and receiving increased pay.

Exempt employees are not paid overtime for hours worked above 40 hours per week; some amount of expected work over 40 hours per week is built into your compensation package as a salaried employee.

[Note: California and some localities, including the Cities of San Francisco and Los Angeles, have overtime and minimum wage laws that vary from federal law, and provide more pay or different treatment of hourly employees when compared to federal minimums. When there is a conflict, the employer must apply the higher rate. California does not permit the payment of a decreased minimum wage for tipped workers, such as food servers.

#### **4.7. Time Clock and Time Cards**

When requested by your supervisor, you must punch in at the start of your work shift and punch out at the end of your shift. You are not allowed to punch the time clock of another employee. Should your time card be incorrectly punched, your supervisor will note the correct start and/or end time, and initial the correction, or update it in the time-keeping software. Your supervisor must approve all time entries that have any corrections or adjustments. Failure to clock in and out may result in loss of pay for unverifiable work, and – for repeated failure to use the time clock – in disciplinary action, up to and including termination.

Alternatively, your supervisor may require that you keep track of your days at work, and your meal breaks, and vacation time and other time off, on a time sheet, or that you report these items to your supervisor or other Company representative, who will track them for you. A new time card or time sheet should be used for each period and your card or sheet for the prior period submitted promptly to your supervisor.

Vacations days, sick days, holidays, and absences such as jury duty, funeral leave, or military training, should be specifically noted on the time cards or time sheets for days on which they occur. Paid vacation and holidays should be counted and used as full work days.

Time cards and time sheets must be completed accurately. Your signature on the time card, time sheet, or printout is required to certify its accuracy as a record of the time actually worked. Falsifying a time report can lead to disciplinary action, up to and including termination. Furthermore, the falsification of a time card or sheet is a fraudulent act for which you may be prosecuted.

#### **4.8. Meal Period and Breaks**

Nonexempt employees are required to take a daily thirty-minute unpaid meal break when working at least five (5) hours, and an additional 30-minute unpaid meal break when working at least ten (10) hour in one day. Meal breaks will generally be taken on a staggered schedule so that your absence from work does not create a problem with our day-to-day operations.

Nonexempt employees are also allowed one paid ten-minute break for each four-hour period or major portion thereof worked, which shall, whenever possible, be taken in the middle of each work period, but which may also be required to be taken on a staggered schedule.

Exempt employees may generally take a meal break and a reasonable amount of other breaks at their reasonable discretion.

We additionally provide a reasonable amount of time for an employee to breast feed her child. We will make reasonable efforts to provide a private location, if possible near the employee's work area, for the breast-feeding. Such a break will, if possible, run concurrently with the ordinary break time provided to all employees; otherwise, to the extent it does not, such a break shall be unpaid.

You may, after notifying your supervisor, take one or more additional recovery period breaks to prevent heat illness.

If you are unable to take your meal, rest, or other breaks in a timely fashion, please notify your supervisor or human resources representative immediately.

[Note: Two ten-minute paid breaks during a regular eight hour work day is the minimum permitted by California law; you may provide longer breaks in your discretion. Whenever possible, meal breaks should be scheduled near the middle of the shift, and breaks should be spaced evenly between the beginning and end of the day and meal breaks. Meal breaks should always commence before the beginning of the fifth hour of an eight-hour work shift. Recent California case law provides that employers don't have to force their employees to take meal or rest breaks; rather, that the employer communicates to employees that they have been relieved of all duties and have the opportunity to do so, and does not discourage or impeded them from doing so, is sufficient. Employers covered by the Fair Labor Standards Act (FLSA) are also required to provide a private place away from other employees, that is not bathroom, for the expression of breast milk or the breastfeeding of a child up to the age on one, unless the employer employs less than 50 employees and providing such a private place would be an undue hardship. Employers with gross revenue of less than \$500,000 are not covered by the FLSA.]

#### **4.9. Safety and Accident Rules**

Safety is a priority at [Your Company Name]; we strive to provide a clean, hazard-free, and safe environment in accordance with the Occupational Safety and Health Act of 1970 and Cal/OSHA.

As an employee, you are expected to take part in maintaining this environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment when required. It is your responsibility to learn the location of all safety and emergency equipment, as well as the safety and/or emergency phone numbers.

We have implemented an effective injury and illness prevention program in accordance with California law, and will train all new employees, and all employees with a new job assignment.

Any problems with Company-provided safety equipment should be reported to your immediate supervisor. If it is not safe to work for any reason, report the problem to your supervisor immediately.

All work related accidents are covered by Worker's Compensation Insurance pursuant to the laws of the state(s) in which we operate.

[Note: California law requires all employers to adopt a written injury and illness prevention program. Information and a sample policy can be found at <http://www.dir.ca.gov/dosh/etools/09-031/index.htm> . You may wish to add additional safety rules to this Manual that are appropriate for your work environment.]

#### **4.10. Smoking**

Our goal is to provide a healthy and pleasant work environment for all employees. We prohibit any form of tobacco use on Company premises.

[Note: The California Labor Code prohibits employees from smoking, and employers from allowing smoking, in any enclosed work space; however, certain exceptions exist, including one for employers of five or fewer employees if certain conditions are met. For workplaces that are open to the public, "No Smoking" or "Smoking Is Prohibited Except In Designated Areas" signs, as applicable, should be posted at each building entrance.]

#### **4.11. Use of Company Property**

We will provide you with the necessary equipment to do your job, which may include one or more keys, access cards, cell phones, vehicles, and office supplies. This equipment is provided for use in connection with Company's business, in an appropriate manner, with due care, and



should not be removed from Company property unless approved by your supervisor. When your employment terminates, you must immediately return all such Company equipment, or civil or criminal legal action may be taken to recover Company property or its replacement cost.

Any items or packages brought into or taken out of the work place are subject to inspection at any time. Likewise, any personal desk, filing cabinet, locker, or other storage space provided to you is also subject to inspection at any time. Do not take pictures of Company premises, property, or personnel, or make copies of Company documents or files.

Personal telephone calls and text messaging should be kept to a minimum when using Company phones, unless authorized by your supervisor. Any such personal use should be made at a time and place that does not interfere with your or your co-workers' job performance. Company reserves the unilateral right to review, monitor, access, audit, intercept, and disclose an employee's use of telephone (including VOIP and videoconference) and radio communications at any time, with or without notice, and with or without an employee's permission. You should have no expectation of privacy or confidentiality with respect to any use of the telephone, voicemail, or two-way radios at work.

Use of Company's stationery, office supplies, or postage for personal use is strictly prohibited, and Company logos and trademarks may not be used without advance written permission, except for work-related purposes within the scope of your employment.

Company premises, telephones, and email are not to be used for employees or others to engage in the practice of soliciting collections or donations; selling raffles, goods, or services; operating betting pools; or solicitations of any kind.

Use of radios, audio headsets, and televisions, Company-owned or otherwise, is at the discretion of Company supervisors only, and – if allowed – must be used in a manner that does not interfere with the safety of the work place or with the ability of fellow employees to perform their work.

Parking on Company property shall be subject to posted parking rules and is limited to one properly insured and registered vehicle per employee. No storing of vehicles during off hours, vacation, or leave is permitted.

[Note: Although the wording above concerning accessing and monitoring employee property at work is broad, this is a developing area of the law under both federal and state law, and employers should proceed with any access and monitoring cautiously.]

#### **4.12. Use of Company Computers, E-mail, and Internet**

Use of Company computers, printers, peripherals, and electronic equipment is primarily for job-related or approved activities only, and for use in a professional and productive manner. Inappropriate use of Company computers may subject you to discipline, up to and including termination, and includes, but is not limited, to the following:

- A. Use of Company computers to send or receive messages, pictures, or computer files which are illegal, pornographic, sexist, racist, harassing, discriminatory, defamatory, or physically threatening or intimidating. If you receive such material, you should notify your supervisor immediately.
- B. Creating or forwarding spam, junk, or chain emails, including non-Company related solicitations for religious, political, charitable, fundraising, or social purposes.
- C. Loading software that is not approved in advance by your supervisor.
- D. Making illegal copies of licensed software.
- E. Downloading or streaming music or video files for non-Company related purposes, unless approved in advance by your supervisor.
- F. Using software or techniques that would provide unauthorized access to Company's computers or would disrupt our equipment in any way.
- G. Using Company computers, printers, or email excessively for personal and/or non-Company related use, for economic gain or otherwise, including personal email, shopping, blogging, and social media, unless authorized by your immediate supervisor.
- H. Sending or posting Company or vendor or customer confidential information, whether anonymously or otherwise, by email, text, instant message, videoconference, or posting to any Web site, blog, or social media site.
- I. Unauthorized use of Company trademarks, names, logos, letterhead, and copyrighted material.

Employees may be disciplined or terminated for inappropriate use of technology, even when such use does not involve Company computers, systems, or property. You should not assume any inappropriate email or text message sent or posted to a Web site, blog, or social networking Web site is private; such communications may eventually come to Company's attention and, depending on the circumstances and content, result in discipline up to and including termination.

Any message or file created or sent using any Company computer or other electronic device is the property of Company. You should have no expectation of privacy or confidentiality in any message or file that is created, stored, or sent using the computers or other communication equipment belonging to Company, and we reserve the unilateral right to review, monitor, access, audit, intercept, copy, print, read, disclose, modify, retrieve, and delete any work you do on our computers and mobile devices, including email.

If provided, your Company email account(s) is primarily for business communication rather than for personal use. Except as authorized by your supervisor in the course of your work duties, you are not authorized to access the computer(s), email account(s), or files of any other Company employee.

If provided, Internet access is likewise primarily for business purposes rather than for personal use, and we reserve the unilateral right to review, monitor, access, audit, intercept, and disclose your use of the Internet at any time, with or without notice, and with or without your permission. You should have no expectation of privacy or confidentiality with respect to any use of the Internet at work.

You must take reasonable precautions against receiving or spreading computer viruses, as well as against wasting computer resources, including computer time and email server and Internet access bandwidth. Even with these precautions, the Internet contains millions of pages, and we cannot be responsible for sexually explicit, offensive, or otherwise unpleasant information or images which you may come across in accessing the Internet for business purposes.

None of the policies in this manual shall be interpreted or applied so as to interfere with the protected rights of employees to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

[Note: The National Labor Relations Act (NLRA) applies to many, but not all, private employers, and protects the right of employees to act together to address conditions at work, with or without a union. For more information on whether the NLRA applies to your company, see <http://www.nlr.gov/rights-we-protect/jurisdictional-standards>. If the NLRA applies, you may not prohibit all personal use of work email, Internet, and other technology, because doing so may interfere with employee's rights under the NLRA to organize. California law additionally prohibits employers from taking adverse actions against employees on account of their lawful conduct away from work, so discipline for actions away from work would properly be limited to such things as an employee disclosing company confidential information from a home computer. Although the wording above concerning accessing and monitoring employee email is broad, this is a developing area of the law under both federal and state law, and employers should proceed with caution and purpose when accessing and monitoring.]

### **4.13. Use of Mobile Communication Devices**

#### **General Policy**

Your use of Company cellular telephones, tablets, notebook and laptop computers, and other mobile communication devices is primarily for job-related or approved activities only. These

policies apply to any communications device that makes, sends, or receives phone calls, emails, text messages, instant messages, photographs, and/or graphics, or has the capacity to browse the Internet. Inappropriate use of such devices, which may be defined from time to time at the discretion of Company, may subject you to discipline, up to and including termination.

Likewise, use of your personal mobile communication devices during work hours or on Company premises is subject to restrictions and may subject you to discipline, up to and including termination. We are not responsible for the loss or damage you may occur to your mobile device at work. You are encouraged to leave expensive belongings at home.

Mobile communication devices are a distraction while working at our company. Telephone calls during regular work hours may interfere with employee efficiency and safety while performing your job. And they also can be a distraction to other employees around you. Employees are therefore directed to make personal calls during approved breaks and meal periods. During regular work hours all cellular telephones and similar electronic communication devices must be turned off.

#### Exceptions

The foregoing General Policy does not apply to mobile communications devices we supply that are used exclusively for Company business. However, when using the telephone for Company business, please be mindful of other employees around you and attempt to minimize distractions for them.

The foregoing General Policy does not apply when there is an emergency that requires that you be accessible by phone, such as a medical emergency. If you are in doubt as to what constitutes an emergency for this purpose, please consult your supervisor before using your mobile communications devices at work.

#### **4.14. Substance Abuse Policy**

[Your Company Name] takes seriously the problem of drug and alcohol abuse and is committed to providing a workplace free of such substances. This Substance Abuse Policy applies to all employees of Company.

We will not tolerate employees that are impaired by or under the influence of alcohol or drugs while working. No employee is allowed to consume, possess, sell, or purchase any alcoholic beverage on any property or in any vehicle owned, leased, rented, or operated by Company. No employee may use, possess, sell, transfer, or purchase any drug or other controlled substance that may alter an individual's mental or physical capacity while working for Company. The