**Employee Handbook**

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# WELCOME TO

(INSERT LOGO HERE)

On behalf of myself and your new colleagues, welcome to (Insert Name Here). We are happy to have you as a new member of our team!

You were selected to join (Insert Name Here) ’s team because we feel you have the skills, ability and commitment needed to help us deliver the finest service available to our customers. **(INSERT MISSION STATEMENT HERE)** Since founding (Insert Name Here), we have held to a very simple philosophy, to be the go-to place in (Insert State Here) for all equipment repair needs.

We hope you will find your job challenging and rewarding and will enjoy with us the satisfaction that comes with doing a job well.

This handbook will explain many of the benefits you will enjoy as a (Insert Name Here) employee and some of the rules and regulations that enable (Insert Name Here) to run smoothly. If you have any questions, or if there is something, we can do to help you succeed and grow with us, please contact the management.

We extend to you our personal best wishes for your success and career development as a member of (Insert Name Here).

Sincerely,

(Insert Name Here)

# history

**(Insert history here, if there is no history then delete this page and change table of contents.)**

# company overview

## Introduction

This handbook is a summary of personnel policies and practices as they apply to all (Insert Name Here) personnel. Although this handbook is not a contract or legal document, it does provide a working guide for use in understanding and applying all policies and practices. You should read, understand and comply with all provisions of the handbook as a condition of your employment.

Please understand that circumstances may arise requiring changes in the policies, practices and benefits described in this manual. Accordingly, (Insert Name Here) reserves the right to amend the contents as needed and will notify you if there are any changes.

No oral statements or representations can change the provisions of this handbook. If you believe any provisions of the handbook conflict with your understanding of the terms or conditions of your employment, you should immediately speak to management for clarification.

## At Will Employment

I understand that my employment is at will and neither (Insert Name Here) nor I have entered into a contract regarding the duration of my employment. I am free to terminate my employment with (Insert Name Here) at any time, with or without reason. Likewise, (Insert Name Here) has the right to terminate my employment or otherwise discipline, transfer or demote me at any time, with or without reason. No employee of (Insert Name Here) can enter into an employment contract for a specified amount of time or make any agreement contrary to this policy without the written approval from management.

## Waiver of Breach

This Employee Handbook replaces and supersedes any and all other (Insert Name Here) Employee Handbooks or policies, whether written or verbal. If any provision in this Employee Handbook is found to be unenforceable or invalid, such findings do not invalidate the entire Employee Handbook but only that particular provision.

# company overview

## What You Can Expect

(Insert Name Here) believes in creating a harmonious working relationship among all employees. In pursuit of this goal, (Insert Name Here) has created the following employee relations objectives:

* Provide an exciting, challenging and rewarding workplace and experience.
* Review wages, employee benefits and working conditions regularly with the objective of being competitive in these areas consistent with sound business practices.
* Assure employees an opportunity to discuss any issues or problems with management to the extent practicable.
* Take prompt and remedial action in response to complaints brought to the attention of supervisory personnel and the management to the extent practicable.
* Provide a workplace that is comfortable, orderly and safe.
* Keep employees informed of the progress of (Insert Name Here), as well as its overall goals and objectives.
* Promote an atmosphere in keeping with (Insert Name Here)’s vision, mission and goals.
* Recognize that profitability is essential for future success.

## What is Expected from You

(Insert Name Here) needs your help in making each working day as satisfying and rewarding as possible. Each day we expect you to cooperate with management and your fellow employees, which includes maintaining a good team attitude. Your first responsibility is to know your own duties and know how to do them promptly, correctly and pleasantly. If you need training on any aspect of your job, it is your responsibility to notify management so that you can perform your job in an efficient manner. You are encouraged to grasp the opportunities for personal development offered to you. This Employee Handbook offers insight on how you can perform to the best of your ability and positively meet and exceed (Insert Name Here)’s expectations.

# company overview

(Insert Name Here) expects all employees to be responsible for their own actions and to maintain a standard of performance and behavior that reflects (Insert Name Here)’s status in the industry. It is your duty to make sure you understand the standard of performance and behavior expected and to conduct yourself accordingly.

Remember, you help create the pleasant working conditions that (Insert Name Here) intends for you. The result will be personal satisfaction for you and better performance for (Insert Name Here).

## Customer Relations

The success of (Insert Name Here) depends upon the quality of the relationships between (Insert Name Here), our employees, customers, owners, representatives and the general public. Our customers’ impression of (Insert Name Here) and their interest and willingness to stay with us is greatly formed by the people who serve them. In a sense, regardless of your position, you are (Insert Name Here)’s ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, (Insert Name Here) and our services.

## Business Operations / Hours

Unless otherwise stated, all (Insert Name Here) employees (part time/ full time) are expected to conduct business on behalf of (Insert Name Here) during Monday- Friday 8:00 am - 5:00 pm. In special instances or for special events, these hours may be adjusted as required by the circumstance.

# employment policies

## Code of Ethics

(Insert Name Here) will conduct its business honestly and ethically and expects all its employees to adhere to high standards of personal integrity.

Employees must never allow their personal interests to conflict, or even appear to conflict, with the interests of (Insert Name Here), its customers or affiliates. Employees must be particularly careful to represent themselves appropriately in any transaction with others with whom there is any outside business affiliation or relationship. All employees shall avoid using their company contacts to advance their private business or personal interests at the expense of (Insert Name Here), its customers or affiliates.

(Insert Name Here) requires all its employees to report to management any inquiries made of an employee or fellow employees by any Federal, State or local agencies regarding the conduct or activities of (Insert Name Here).

## Employee Non-Compete & Confidentiality

To preserve the integrity and profitability of (Insert Name Here), employees are prohibited from engaging in activities that compete or conflict with those of (Insert Name Here). As a general rule, employees have an inherent duty of loyalty and can be terminated if it is known the employee is actively seeking employment with a competitor. Employees are prohibited from working for or on behalf of competitors and past, current or potential customers of (Insert Name Here). If an employee is terminated or quits, he/she will be restricted from working for a competitor or current customer for a period of 24 months without the prior written consent of (Insert Name Here), which consent shall not be unreasonably withheld.

During such period, the ex-employee shall not divulge, communicate, use to the detriment of (Insert Name Here) or for the benefit of any other person or persons, misuse in any way any confidential information or trade secrets of (Insert Name Here), including customer lists, personnel information and secret processes or other technical data.

All employees will be required to sign a non-compete agreement and a confidentiality agreement with (Insert Name Here).

## Outside Employment

(Insert Name Here) management must be notified of any PT/FT jobs held by the employee. If (Insert Name Here) determines that an employee's outside work interferes with performance or the ability to meet the requirements of (Insert Name Here) as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with (Insert Name Here).

# employment policies

## Company Vehicles and Property

When using rental vehicles or property, employees are expected to exercise care and follow all safety and operational guidelines. When operating a rental vehicle, employees are expected to drive courteously, safely and obey all traffic laws.

Please notify (Insert Name Here) if any equipment appears to be damaged, defective or needs repair.

Fines resulting from traffic or parking violations when using a rental vehicle are the responsibility of the employee driving the vehicle. Traffic tickets and accidents involving company vehicles must be reported to (Insert Name Here).

Unsafe use of company property and rental vehicles may result in discipline or termination, depending upon the severity of the circumstances.

Motor Vehicle Records (MVRs) will be checked periodically on all employees if driving is a part of their job. The MVR will be reviewed to ascertain the employee holds a valid license and their driving record is within the parameters set by management. MVR checks which reveal the following will disqualify the employee from driving rental vehicles:

1. Three (3) or more traffic violations and/or at fault accidents over a three (3) year period for drivers age 25 and older and two (2) traffic violations and/or at fault accidents for drivers age 18 through 24.
2. One or more of the following types of serious traffic convictions within the past three (3) years:
   * driving while under the influence or while disabled by use of drugs.
   * refusal to take a breath analyzer test.
   * leaving the scene of an accident without reporting it.
   * homicide, assault or criminal negligence resulting from the operation of a vehicle.
   * driving while license is suspended or revoked.
   * reckless or dangerous driving, which results in injury to a person.
   * racing.
   * passing a stopped school bus and/or.
   * possession of a controlled substance.

# employment policies

## Company Credit Cards

Cardholders and their supervisors are responsible for ensuring that they adhere to the Corporate Credit Card policy, thereby ensuring adequate controls are exercised to minimize the risk that Corporate Credit Cards are used for fraudulent or corrupt purposes.

Eligibility

* Permanent and temporary officers of (Insert Name Here) can apply for a Corporate Credit Card
* Employees are eligible to be issued with only one (1) Corporate Credit Card.
* To be eligible for a Corporate Credit Card, an employee must meet one or more of the following criteria:

1. travel frequently in the course of his/her duties or
2. purchase significant volumes of minor goods and services for use by the company or
3. incur regular frequent expenses of a kind appropriately paid by credit card

Limits

* Each Card will be limited to a maximum set by your manager, who will determine the limit on a basis of need and your cost center’s budget(s) and be for business expenditures ONLY. Exemptions to this limit will be made on a case by case basis by your manager.

Conditions of Use

The Corporate Credit Card cannot be used:

* To obtain cash advances.
* For expenses other than those incurred by the assigned officer named on the Card.
* The Corporate Credit Card is to be used only for official (Insert Name Here) business, not personal expenses.
* Charging personal transactions to Corporate Cards is not acceptable under any circumstance.
* Cardholder transactions will be scrutinized to ensure compliance with this policy.
* Infractions of the conditions of this Policy could result in cancellation of the card and withdrawal of Corporate Credit Card privileges.
* Breaching of this policy can lead to disciplinary action against the employee concerned. In all cases of misuse, (Insert Name Here) reserves the right to recover any monies from the cardholder. Cardholders will be required to sign a declaration authorizing (Insert Name Here) to recover, from their salary, any amount incorrectly claimed.
* Cardholders may not use their Corporate Credit Card to obtain cash advances from banks, building societies, credit unions, nor automatic teller machines. This prohibition similarly extends to cash equivalents such as bank cheques, traveler’s cheques and electronic cash transfers.

Employee Discounts

Here at (Insert Dealership Name Here) we offer employee discounts only for employee consumption. Discount is not for equipment, only for parts and labor. Relatives or friends are not permitted to use the employee’s discount. Management must approve all discounts and can make changes on a case by case basis.

Internal Monitoring

* Transactions will be monitored monthly by the Accounts Payable personnel.
* If a Cardholder has questionable purchases showing on the monthly Statement, this information will be forwarded to the respective Finance Department staff member for resolution.

Lost or stolen Cards

* Lost or stolen cards must be reported by the Cardholder immediately to (Insert Name Here) at (Insert phone number here)

The Cardholder must also alert the A/P department to the loss/stolen card as quick as possible.

Termination of Employment

* Prior to departure or termination of duties with (Insert Name Here), the Cardholder must reconcile all expenditures on his/her Card account since the last Statement.
* It is the responsibility of the departing employee to ensure that his/her account is settled prior to departure.
* The card must be surrendered upon termination of employment to their immediate supervisor.

## Company Issued Equipment

(Insert Name Here) will provide you with all the necessary equipment to do your assigned job, such as computers, cameras, or tablets. It is your responsibility to make sure that all equipment stays in the condition that it was given to you in. Upon termination of employment, you will be required to give all equipment back to (Insert Name Here). All information on the equipment is owned by (Insert Name Here) and is not to be used after your termination.

The equipment provided shall not be used for any purpose that is illegal, immoral or unethical. Any such use will result in immediate termination.

# employment policies

## Personal Appearance

(Insert Name Here) expects every employee to present a clean, neat and tasteful appearance. Employees should dress and groom according to the requirements of their position and accepted social standards, particularly when dealing with customers or visitors in person.

If management determines that an employee’s personal appearance is inappropriate, the employee may be asked to leave the workplace until he/she is properly dressed or groomed. Under such circumstances, an employee will not be compensated for the time away from work. Consult management if you have questions. When necessary, reasonable accommodations may be made to a person with a disability. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

* Clothing must cover the torso, stomach, midriff, mid-thigh, cleavage and buttocks. No sagging or bagging is permitted. Undergarments must be covered completely. The appropriate footwear must be worn at all times.
* Mustaches and beards must be clean, trimmed and neat.
* Hairstyles are expected to be in good taste.
* Offensive body odor and poor personal hygiene is not professionally acceptable.
* Perfume, cologne and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
* Facial jewelry, such as eyebrow rings, nose rings, lip rings and tongue studs, are not professionally appropriate and must not be worn during business hours.
* Torso body piercing with visible jewelry that can be seen through or under clothing must not be worn during business hours.
* Visible excessive tattoos and similar body art must be covered during business hours.

## Reporting Concerns / Complaints / Grievances

(Insert Name Here) is committed to providing the best possible working conditions for all employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, concern or question can be addressed and discussed. Employees should be aware and know how to use the communication channels available to them when questions or concerns arise.

If there is a work-related concern, complaint or grievance, employees should discuss the matter with management. Matters will be dealt with in confidence, but employees must realize confidentiality may not be possible in all circumstances.

# employment policies

## Progressive Discipline

(Insert Name Here)’s own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. Although employment with (Insert Name Here) is based on mutual consent and both the employee and (Insert Name Here) have the right to terminate employment at will, with or without cause or advance notice, (Insert Name Here) may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps: verbal warning, written warning, suspension with or without pay or termination of employment, depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

(Insert Name Here) recognizes that there are certain types of employee problems serious enough to justify suspension or, in extreme situations, termination of employment, without going through the usual progressive discipline steps. (Insert Name Here) reserves the right to drug test at any time.

## Sexual and Other Unlawful Harassment

(Insert Name Here) is committed to providing a work environment that is free from all forms of discrimination and conduct considered harassing, coercive or disruptive, including sexual harassment. Actions, words, jokes or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation or any other legally protected characteristic is not tolerated.

If any employee experiences or witnesses’ sexual or other unlawful harassment in the workplace, report it immediately to management. An employee can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, an employee’s confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is complete, the employee will be informed of the outcome. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action up to and including termination of employment.

## Personal Property Insurance

Do to the fact of the insurance policies, no employees’ personal property is covered under the insurance policies of (Insert Name Here), so it is strongly recommended that you do not bring your personal property into the company. If you choose to do so, (Insert Name Here) encourages you to make sure it is insured under your personal insurance program.

# hiring & terminations

## Equal Employment Opportunity

It is (Insert Name Here)’s policy to offer equal employment opportunity to all qualified employees and applicants regardless of race, color, religion, national origin, sex, age or handicap.

Any employee that experiences discrimination while performing work for (Insert Name Here) should contact management immediately. Anyone found to have illegally discriminated against a coworker will be subject to disciplinary action up to and including termination.

## Immigration Law Compliance

(Insert Name Here) is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are re-hired must also complete the form if they have not completed an I-9 with (Insert Name Here) within the past three years or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact management. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## Job Descriptions

(Insert Name Here) makes every effort to create and maintain accurate job descriptions for all positions within the organization. Employees should remember that job descriptions do not necessarily cover every task or duty assigned and that additional responsibilities may be assigned as necessary. In addition, employees should expect some on-going change as it pertains to job descriptions as the organization is required to change and adapt to customer needs and a changing marketplace. An employee may contact management if they have any questions or concerns about his/her job description.

# hiring & terminations

## Employment Categories

Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by (Insert Name Here) management.

In addition to the above categories, each employee will belong to one other employment category:

* **ACTIVE FULL-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work (Insert Name Here)’s full-time schedule.
* **PART-TIME** employees are those not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. Part-Time employees will receive Social Security and Workers’ Compensation insurance benefits.
* **INTRODUCTORY** employees are those whose performance is being evaluated to determine whether further employment with (Insert Name Here) is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. Introductory employees will receive reviews at 30, 60 and 90 days.
* **TEMPORARY** employees are those who are hired as interim replacements, to temporarily supplement the work force or to assist in the completion of a specific project. ***A temporary employee may work a full 40+ hours per week but understands that the position they hold is not to be considered as an active full-time position.*** Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not, in any way, imply a change in employment status. Temporary employees retain that status unless and until notified of a change. Temporary employees receive all legally mandated benefits such as Workers' Compensation insurance and Social Security.

## Employment Applications

(Insert Name Here) relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or if the person has been hired, termination of employment.

# hiring & terminations

## Introductory Period

The first 90 days of an employee’s employment is considered an introductory period. During this time, an employee will become familiar with the terms and conditions of employee agreements, employment, an employee’s job responsibilities, etc. At the same time, (Insert Name Here) will have the opportunity to monitor the quality and value of an employee’s performance and make any necessary adjustments in an employee’s job description or responsibilities. If, at the completion of this introductory period, (Insert Name Here) believes that the quality and value of an employee’s performance merits continued employment, the employee will become eligible for company benefits such as health, dental, vision and Health Savings Account. As with all employees, an employee is encouraged to provide thoughts regarding (Insert Name Here), its products, services and systems. As indicated earlier, completion of this introductory period does not imply guaranteed or continued employment. Nothing, which occurs during or after this period, should be construed to change the nature of an employee’s "at-will" employment.

## Credit / Employment Verification

Management will respond in writing only to those credit and employment verification inquiries submitted only in writing by the requesting mortgage company or loan institutions. Responses to such inquiries will confirm only dates of employment, wage rates and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

## New Employee Orientation

Following acceptance of employment, management will discuss job duties, responsibilities and an employment start date. The first day of work is dedicated to completing required paperwork, making introductions to coworkers and reviewing company policies and job responsibilities. A copy of the Employee Handbook will be given to each employee to read and review. Questions regarding any policy should be directed to management. Within one week of an employee’s hire date, the Employee Acknowledgement Form, Non-Compete & Non-Disclosure Forms should be signed and returned to (Insert Name Here).

# hiring & terminations

## Work Schedules / Meal Periods

Management will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, days-off may be split and you may be required to work on a Saturday and/or Sunday due to the nature of the business.

Employees are expected to clock in and be prepared to work at that moment. An employee is expected to come in early if he/she wishes to chat, have coffee or food beforehand and then clock in after that to immediately start work.

All full-time and certain part-time employees are provided with one-hour unpaid lunch period each workday. Management will schedule meal period time to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. Length of work schedules will determine meal periods and management will assign times.

## Severe Weather

Severe weather is expected to happen. Although driving at times may be difficult, when caution is exercised, the roads are normally passable. Except in cases of severe storms, you are expected to work your regular hours. Time taken off due to poor weather conditions while the business remains open will be considered taken as a sick/personal day or is unpaid for all non-salaried employees.

# hiring & terminations

## Employee Absenteeism Policy

Employees are expected to report to work on time. Unnecessary absenteeism and lateness are expensive, disruptive and places an unfair burden on other employees and everybody else. Unsatisfactory attendance will result in disciplinary action, including suspension and discharge. It will also have an adverse effect on any promotion considerations.

If you are going to be late or absent for any reason, you are required to call management no less than 24 hours in advance. Explain why you are going to be absent and when you expect to return to work. Leaving a message on a voicemail, sending a text message or an email is not considered an acceptable form of notification.

**NOTE: It is your responsibility to ensure that proper notification is given.**

**Asking another employee, friend, or relative to give this notification**

**is not considered proper, except under emergency conditions.**

Any employee who fails to give such notification will be charged with an unexcused absence. If an employee is absent for one day without notifying (Insert Name Here), he/she is subject to disciplinary action up to and including termination after the second offense. If an employee calls out of work with less than a 24-hour notice more than twice in a month they will be written up and given a warning. If notice is given and (Insert Name Here) does not think it justifies the absence, it will be considered unexcused.

If an employee is absent because of an illness for three or more successive days, management may request that the employee submit written documentation from his/her doctor stating he/she is able to resume normal work duties before being allowed to return to work.

## Personnel Data Changes

It is the responsibility of each employee to promptly notify (Insert Name Here) of any changes in personnel information. Personal mailing addresses, telephone numbers, marital status, number and names of dependents, emergency contacts, educational accomplishments and other such status reports should always be accurate and current. If any personnel data has changed, notify management. Reporting deliberately false information can be grounds for discipline up to and including termination.

# hiring & terminations

## Access to Personnel Files

Employees who wish to review their own file should contact management. With reasonable advance notice, employees may review their own personnel files in the (Insert Name Here) office and in the presence of an individual appointed by (Insert Name Here) to maintain the files.

## Job Abandonment

If an employee fails to show up for work or personally call in to their supervisor or management with a reason for their absence for a period of two consecutive days, they will be considered to have abandoned their job and voluntarily terminated their employment. If an employee cannot initially personally call in, he/she should find someone who can call management.

## Employee Termination

Termination of employment is an inevitable part of personnel activity within any organization and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

* Resignation: voluntary employment termination initiated by an employee.
* Discharge: involuntary employment termination initiated by the organization.
* Retirement: voluntary employment termination initiated by the employee meeting age, length of service and any other criteria for retirement from the organization.

## Exit Interview

The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to (Insert Name Here) or return of (Insert Name Here)-owned property. Suggestions, complaints and questions can also be voiced. Since employment with (Insert Name Here) is based upon mutual consent, both the employee and (Insert Name Here) has the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law. ***At the time of termination whether initiated by employee or employer, any unused vacation time will be paid to the employee. Unused sick days will not be paid.***

# benefits and time off

## Social Security

(Insert Name Here) makes a matching contribution to the Social Security fund on the employee's behalf and contributes one dollar to the Social Security Fund for every dollar deducted from the employee's paycheck for payment to the fund. Employees may contact the Social Security office to determine current social security account status.

## Unemployment Insurance

(Insert Name Here) pays for Unemployment Compensation Insurance and provides temporary income for employees who have lost their job. To be eligible for unemployment, employees must have left for reasons unrelated to improper work performance or violation of company policies or procedures. Employees should ask for additional information on unemployment compensation insurance upon termination.

## Health Insurance

The benefit of health insurance is considered on an annual basis by the management of (Insert Name Here).  When possible, (Insert Name Here) will offer Health Care Insurance / Coverage to full-time employees who have passed the 90-day introductory period.  (Insert Name Here) reserves the right to determine, annually, whether health insurance/coverage will be offered, the policy or policies offered and the amount of company contribution, if any.  Further, (Insert Name Here) may, at their discretion, consider offering or offer a stipend to those not taking insurance through the company.  However, this is considered on an annual basis and will apply to all applicable laws, regulations and taxation.  Health insurance or other renumeration is not an entitlement, however, (Insert Name Here) does desire to provide insurance coverage or similar benefits when possible.  When insurance is provided, employees who opt-in must comply with all rules and requirements of the health insurance provider or state legislation.

# benefits and time off

## Workers’ Compensation Insurance

(Insert Name Here) provides a Comprehensive Workers' Compensation Insurance program at no cost to its employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Subject to applicable legal requirements, Workers' Compensation Insurance immediately provides benefits after a short waiting period or if an employee is hospitalized.

Employees who sustain work-related injuries or illnesses should inform management immediately. No matter how minor an on-the-job injury may appear, it is important to report it immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Neither (Insert Name Here) nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by (Insert Name Here).

## Holidays

(Insert Name Here) does not currently offer paid holidays.

Our offices will be closed

* New Year Day
* Memorial Day
* July 4th
* Labor Day
* Thanksgiving Day (fourth Thursday in November)
* Christmas Day (December 25th)

If a recognized holiday falls during an eligible employee's paid absence, holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. Paid time off for holidays will not be counted as hours worked for the purposes of determining whether overtime pay is paid.

# benefits and time off

## Vacation Paid Time Off

Unless otherwise provided, all full-time employees with a minimum of one year of service will be granted vacation paid-time-off. Part-time employees are not eligible for any vacation paid time off.

* After 1 year of continuous service as of January 1st of the current year (2020) – **5 days**
* After 2 years of continuous service as of January 1st of the current year (2020) – **10 days**
* After 5 years of continuous service as of January 1st of the current year (2020)- **14 days**

When an employee meets the eligibility requirements, he/she must submit a request to management in order to schedule his/her paid time off. Requests for vacation paid time off should be made as far in advance as possible and must be made a minimum of three (3) weeks in advance. Requests are evaluated based upon various factors, including anticipated operating requirements, staffing consideration and generally are made on a first-come first-served basis.

PTO can only be used once accrued. PTO must be used by February 28th of the following year or the employee loses the PTO. If any employee is terminated for cause and/or leaves without a two weeks’ notice than they will not be paid for their remaining accrued PTO. If they do give a two week notice upon leaving, they will be paid for any accrued PTO remaining.

An employee’s vacation paid time off pay is based on his/her pay rate that is in effect when his/her vacation is used and does not include bonuses or other special forms of compensation. If an employees’ full-time status changes, he/she will have to requalify for vacation paid time off.

If an employee does not use their maximum allowed vacation time in any anniversary year, this time will not be compensated to the employee. Vacation paid time off will NOT accrue from year to year.

# benefits and time off

## Sick or Personal Time

Beginning in January of each year, full-time employees are eligible for six (6) sick/personal days for the calendar year after one full year of employment. Prior to one full year of employment, a full-time employee will accrue ½ day of sick/personal days each month after the first 90 days of employment up to five (5) days maximum. Request for time off must be given to management prior to the workday. Sick/Personal time cannot be carried over to the following year and can be taken as a ½ day. Employees are not paid in lieu of taking actual time off and days cannot be used in conjunction with paid holidays or vacations. This benefit is to be used for employee’s sick time off, to manage personal health related issues (appointments) or to help care for sick family members.

Employees need to notify Management when they are taking a sick or personal day or half day.

## Unpaid Leave of Absence

(Insert Name Here) understands that its employees, for various reasons, may need unpaid leaves of absence. These reasons include, but are not limited to, medical or family needs, pregnancy, bereavement, continuing education, and the like. Unless the law or company policy states otherwise, unpaid leaves of absence are allowed at the discretion of (Insert Name Here).

Every effort should be made by the employee to give as much advance written notice as possible as to the length of the unpaid leave, as well as the expected return-to-work date. Requests for leave for medical reasons or pregnancy must include a doctor’s certificate indicating the beginning date and expected length of such leave. Updated certificates may be requested during the leave. (Insert Name Here) cannot guarantee, upon return from leave, that the employee’s job position will be available.

During an unpaid leave of absence, employees do not accrue company benefits including vacation pay, holiday pay or any other benefit. The failure to return from unpaid leave of absence as scheduled may result in termination. Medical leave shall be for a reasonable time while the employee is disabled, not to exceed four months.

# benefits and time off

## Maternity Leave

Two weeks (10 days) of paid leave will be granted for parental bonding time with a new child. This is available to either of the two custodial parents that are a (Insert Name Here) employee. An additional 4 weeks of unpaid maternity leave will also be granted upon request for the birth mother (if she is the (Insert Name Here) employee) for medical purposes.

## Absence Due to Work-Related Injury

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities. Benefit accruals, such as vacation and holiday benefits, will continue during the approved medical leave period.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide (Insert Name Here) with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, (Insert Name Here) will assume that the employee has resigned.

## Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify management immediately. Five (5) days of unpaid bereavement leave will be provided to regular full-time employees. This time is not counted against an employee’s paid-time-off. Employees may, with management’s approval, use any available paid-time-off as needed.

(Insert Name Here) defines "immediate family" as the employee's spouse, parent, child, or sibling and also the employee’s spouse's parent, child or sibling.

# benefits and time off

## Jury Duty

(Insert Name Here) encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request unpaid jury duty leave for the length of absence. If desired, employees may use any available vacation paid time off.

Employees must show the jury duty summons to management as soon as possible so that they may make arrangements to accommodate the employee’s absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either (Insert Name Here) or the employee may request the employee be excused from jury duty if, in (Insert Name Here)’s judgment, the employee's absence would create serious operational difficulties. Vacation and holiday benefits will continue to accrue during unpaid jury duty leave.

## Military Leave

Regular full‑time employees inducted into the U.S. Armed Forces, the National Guard or the Reserves are eligible for unpaid leave and reinstatement to the same or similar job position, where available. However, they must provide a timely notice to (Insert Name Here) of the necessity of such leave, that they are honorably discharged from the service and that they return to work within 30 days after active duty training or within 90 days after military discharge.

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

The leave will be unpaid. Employees may use any available paid-time-off for the absence. Benefit accruals, such as vacation or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one, depending on the length of military service in accordance with USERRA.

Contact management for more information or questions about military leave.

# Compensation and performance

## Payday and Your Check

The pay period at (Insert Name Here) is bi-weekly, the first pay period is 1st of the month to the 15th and then the second pay period 16th- 30/31st. Changes will be made and announced in advance whenever (Insert Name Here) holidays or closings interfere with the normal pay schedule.

The employee’s paycheck will include earnings for all work performed through the end of the previous pay period; and is subject to all deductions required by law, federal tax, social security payment and state and local income taxes, as applicable. The amount of deductions will depend upon the employee’s earnings and information provided on his/her W-4 form, reflecting the number of exemptions claimed. If an employee wishes to modify this number, he/she must request a new W-4 form from management. The employee is the only one who may modify his/her W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. (Insert Name Here) advises the employee to check his/her pay stub to ensure it reflects the proper number of withholdings.

The W-2 form the employee receives annually reflects how much of his/her earnings were deducted for these purposes. Any other mandatory deductions made from the employee’s paycheck, such as court ordered garnishments, will be explained whenever (Insert Name Here) is ordered to make such deductions. An employee should contact (Insert Name Here) management if he/she has any questions regarding his/her pay and should never discuss his/her pay with co-workers.

## Overtime Pay

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off for vacation or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

## Timekeeping Procedures

Non-exempt employees should accurately record the time he/she begins and end his/her workday, excluding time taken for meal periods. Employees should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

# Compensation and performance

## Administrative Corrections

(Insert Name Here) takes all reasonable steps to ensure that each employee receives the correct amount of pay in each paycheck and that he/she is paid promptly on the scheduled payday.

In the unlikely event that there is an error in the pay amount, the employee should promptly bring the discrepancy to the attention of management so that corrections can be made as quickly as possible.

## Direct Deposit

Direct deposit is not currently available.

## Advances and Loans

It is not the policy of (Insert Name Here) to advance money to employees against wages nor will the company loan money to employees. Charge accounts to employees are not an option either.

## Performance Evaluations

Management and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. (Insert Name Here) will make efforts to periodically review an employee’s work performance.

Additional formal performance evaluations may be conducted in order to provide management and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive purposeful approaches for meeting goals.

# Compensation and performance

## Reimbursement of Expenses

If an employee uses personal funds to purchase a product or service on behalf of (Insert Name Here), they should have an expectation of reimbursement.  Prior to using personal funds for such a purchase, the employee should clear the purchase with their supervisor or the (Insert Name Here) Finance Department / Accountant. All approved purchases should first be made using company credit card or company funds.  When this is not the case, (Insert Name Here) will allow employees to make a purchase that can be reimbursed.  Once a purchase is made, the employee must submit the receipt(s) and a written request to the accounting department as well as their manager.  This can be done via email as long as a “read receipt” is requested and received.  All attempts will be made to reimburse the employee by or before the next regular payment period.

On occasion, employees may use their own vehicle for company-related errands or trips.  In the event that an employee uses their own vehicle for travel or company-related errands, they are strongly encouraged to track their mileage and utilize the IRS tax provision that allows a deduction of mileage for work-related use of personal vehicles.  This has proven, in the past, to be an excellent tax benefit to an individual.  If a cash gift, gift card or other similar renumeration is provided to an employee during the course of the year, it is considered a gift and not a determination of current or future policy.

If an employee has questions regarding this policy or how to track and report mileage for income tax purposes, they may visit with the (Insert Name Here) Finance Department / Accountant and or their tax professional.

# business tools

## Telephone Usage Policy

(Insert Name Here) encourages appropriate work-related use of our telephone lines. Unless there is an emergency, employees are required to limit telephone calls to business purposes only. Employees should limit personal use of the telephone to two, five-minute calls or texts per day and will be considered a part of your break time. Casual conversation or texting with friends and relatives during working hours is strongly discouraged. Personal calls made in violation of this provision will be charged to the employee.

Any misuse of the phone system will result in such disciplinary action as may be appropriate or necessary under the circumstances, including, but not limited to, termination of employment. Misuse will be evaluated on a case-by-case basis, and (Insert Name Here) reserves the sole right to make the determination.

## Cell Phone Usage Policy

In the interest of (Insert Name Here) customers and employees, we ask that you limit your use of your cell phone while on company time to business use only.

## Voicemail / Email / Internet Policy

The voicemail, e-mail, Internet systems, and all data transmitted or received through the systems, are the exclusive property of (Insert Name Here). The system is to be used solely for company-related business and is not to be used by any employee for personal business or pleasure.

Any employee who abuses the privilege of company-facilitated access to voicemail, e-mail or the Internet will be subject to corrective action up to and including termination. If necessary, (Insert Name Here) also reserves the right to advise appropriate legal officials of any illegal violations.

## Computer Security and Copying of Software

(Insert Name Here) prohibits the copying or use of unauthorized software, whether generated internally or by an outside source. Use of unauthorized copies of computer software generated by outside companies can expose (Insert Name Here) computer hardware to viruses and may result in reliance on out-of-date information.

## Mail Use

As with use of the telephone, employees are required to limit usage of the mail to business purposes only. An employee may not use the (Insert Name Here) address to receive personal mail, FedEx or UPS deliveries nor use company postage for an employee’s personal mail.

# safety

## Workplace Violence Prevention

All employees, including supervisors and temporary employees, should always be treated with courtesy and respect. Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Firearms and other dangerous and/or hazardous devices and substances are prohibited from the premises of (Insert Name Here). Those employees who have a current and valid conceal & carry permit are the only exception to this provision. If an employee has a current conceal & carry permit and chooses to bring a firearm to the workplace, it may not be displayed or be accessible for anyone to see or have access to – no exceptions. Violation of this policy can result in termination.

Conduct that threatens, intimidates or coerces another employee, customer or member of the public at any time, including off-duty periods, will not be tolerated.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an employee’s immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors or other members of the public.

## Workplace Safety

Each employee must obey all safety rules and exercise caution in all work activities. Employees who violate safety standards, cause hazardous or dangerous situations or fail to report or remedy such situations where appropriate, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the direct manager or appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

## General Housekeeping

(Insert Name Here) provides safe and suitable working conditions for all employees. We urge you to cooperate in every way to maintain this environment. Work areas and desks should be left in an orderly condition at the close of the day. Windows, equipment and lights (i.e., coffee pots, copy machines, computers, etc.) should be turned off. All areas of (Insert Name Here) should be free of litter. Everyone should treat the facility as though it were our home. It is everyone’s responsibility to clean, pick-up, empty trash, etc. and maintain an orderly work environment.

# safety

## Smoke-Free Environment

In keeping with (Insert Name Here)’s intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace including office, customer areas, hallways and restrooms. This policy applies equally to all employees, customers and visitors.

## Drug and Alcohol Use

(Insert Name Here) absolutely prohibits the use of alcohol or non‑prescribed drug use at the workplace or while on work premises. It also discourages non‑workplace drug and alcohol abuse.

(Insert Name Here) reserves the right to demand a drug or alcohol test of any employee based upon reasonable suspicion. Reasonable suspicion includes, but is not limited to, physical evidence of use, the causing of an accident or a substantial drop off in work performance. Failure to take a requested test may lead to discipline, including possible termination.

Any violation of this policy will result in disciplinary action up to and including termination. The refusal to submit to a drug or alcohol test as provided for in this policy or refusal to sign a consent form will be subject to discipline including termination.

## Security

Every employee is responsible for helping to make this a secure work environment. Upon leaving work, employees are required to lock all desks, lockers and doors protecting valuable or sensitive material in their work area. Employees are required to report any lost or stolen keys, passes or other similar devices to management immediately. Employees should refrain from discussing with non‑employees specifics regarding company security systems, alarms, passwords, etc.

Internal theft will result in immediate disciplinary action, including termination, and may also result in criminal prosecution and a negative reference. The unauthorized use of property or proprietary information is considered internal theft.

# safety

## Employee Arrest

The conviction or proven involvement in criminal activity by an employee, whether on or off company property, may result in disciplinary action including suspension or termination.

Disciplinary action depends upon a review of all factors involved, including whether the employee's action was work-related, the nature of the act or resultant circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

Employees are expected to be on the job ready to work when scheduled. Inability to report to work as scheduled as the result of an arrest may lead to disciplinary action up to and including termination for violation of any attendance policy or job abandonment.

# closing statement

The Management of (Insert Name Here) thanks you for taking the time to thoroughly read your Employee Handbook.

Management expects everyone to abide and follow the policies as set forth and described, however, all employees are encouraged to bring how our jobs can improve and services to our customers enhanced. When you see an opportunity for improvement, please bring your ideas to management’s attention. All suggestions are valued and will be heard.

Sincerely,

(Insert Name Here)

# employee acknowledgement form

I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook and understand it is my responsibility to read and comply with the written policies and any revisions that may be made.

The employee handbook describes important information about (Insert Name Here), and I understand that I should consult my supervisor or office manager regarding any questions not answered in the handbook. I have entered into my employment relationship with (Insert Name Here) voluntarily; and acknowledge that there is no specified length of employment. Accordingly, either (Insert Name Here) or I can terminate the relationship at will, with or without cause, at any time so long as there is no violation of applicable federal or state law.

Since the information, policies and benefits described are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to (Insert Name Here) policy of employment-at-will. All such changes will be communicated through official notices and I understand that revised information may supersede, modify or eliminate existing policies. Only the president of (Insert Name Here) has the ability to adopt any revisions to the policies in this handbook.

I acknowledge that I have received, reviewed and understand my personal copy of (Insert Name Here) Employee Handbook. In consideration of my employment with (Insert Name Here), I agree to observe and abide by the conditions of employment, policies and rules contained in this handbook. I also understand and agree to all other company policies set forth including, but not limited to, those of prohibiting sexual harassment and discrimination, non‑disclosure and confidentiality policy.

I further understand and agree that I have entered into my employment voluntarily and at all times shall remain "at will". Just as I am free to resign at any time and for any reason, (Insert Name Here) is free to terminate my employment at any time, for any reason. I understand that the terms and conditions set forth in this handbook represent the entire understanding between (Insert Name Here) and me and that this understanding cannot be amended or altered in any way by oral statements made to me. The only way in which any understanding set forth in this handbook can be altered is by written agreement signed and dated by the president of (Insert Name Here).

I understand that I have the right and ability to have this Employee Handbook reviewed by an attorney of my choosing and that I sign this Acknowledgment of Receipt and Review without duress or misunderstanding. One copy of this Acknowledgment of Receipt and Review must always remain in this handbook. The other copy will be placed in my personnel file.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYEE'S NAME (PLEASE PRINT)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

EMPLOYEE'S SIGNATURE DATE

# ****Non-Compete/Confidentiality Agreement****

This Non-compete Agreement (the "Agreement") is entered by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and *(Insert Name Here)* with its principal offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (Insert State Here) law allows employers to protect their trade secrets and customer contacts by reasonable non-competition agreements. In the possible event that if, for any reason, I am no longer employed by *(Insert Name Here),* I agree to the following:

* I will NOT solicit any customers or contacts from *(Insert Name Here) for* any reason for a period of not less than 24 months unless I have received written consent from *(Insert Name Here).*
* I will NOT solicit any staff members, employees, partners or associates of *(Insert Name Here) for* a period of not less than 24 months from my last date of employment
* I will protect and keep confidential all trade secrets, business information (including financial), relationships with customers or suppliers, the employer’s goodwill, for a period of not less than 24 months from my last date of employment.

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| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Employee)  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  for ***(Insert Name Here)***  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |