

SAMPLE

YOUR LOGO

Employee Manual

Date: _____

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Welcome to Company!

We would like to take this opportunity to welcome you to Company and wish you every success.

We believe that each employee contributes directly to Company's growth and success, and we hope you will take pride in being a member of our team. Company's Mission is to change the face of retailing through the integration of Direct Customer Delivery, the application of unique online merchandising, and the creation a world class trading partner network.

The Employee Handbook is designed to give you information regarding your employment with Company. It outlines policies, guidelines and practices with which you should become familiar.

Please carefully read the enclosed information. The Handbook answers many specific questions you may have while employed with the Company. Your Human Resources Representative, can also answer questions and provide more information to you. All HR and Benefits related questions can be forwarded confidentially to [REDACTED].

We hope that your experience here will be challenging, enjoyable and rewarding.

Equal Employment Opportunity

Company is an equal opportunity employer. Company policy prohibits unlawful discrimination based on race, color, creed, gender, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful.

Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations and prohibits unlawful discrimination by any employee of the Company, including supervisors and co-workers.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor, HR Department Manager or president of the company. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. Company will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

Employment Relationship

Company is an “At-Will” employer, which means that either party may end the employment relationship at any time, with or without cause and with or without notice. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the

president of Company has the authority to make any such agreement, which is binding only if it is in writing.

Non-Harassment Policies

Company does not tolerate any form of verbal, physical, or sexual harassment of employees by anyone. Such behavior is considered an act of misconduct and may subject an employee to disciplinary action, including possible suspension or termination.

Company is committed to providing a work environment free of harassment. Company policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation. All such harassment is unlawful. The Company's anti-harassment policy applies to all persons involved in the operation of Company. It also applies to any dealings with customers or outside vendors. Company prohibits harassment by any employee of the Company, including supervisors, coworkers and any other persons with whom it does business. It also prohibits harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments.
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis.
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.

- Retaliation for reporting or threatening to report harassment.
- Inappropriate e-mails or other electronic messages.

If you believe that you have been unlawfully harassed, submit a written complaint to your own or any other Company supervisor, HR Department or the president of the Company as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of individuals involved, and names of any witnesses. Supervisors will refer all harassment complaints to the HR Department, or the president of Company. The Company will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.

If Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. A Company representative will advise all parties concerned of the results of the investigation. Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

Company encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. We encourage you to report this to any of the following: your own or any other Company supervisor, the president, or the HR representative. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

Full-Time Employees

Regular full-time employees are those who are scheduled for and do work at least 35 hours per week. There are two types of full time employees: Salaried, also called exempt, and hourly, also called non-exempt. Non-exempt employees are subject to overtime. If you are an hourly rate (non-exempt) employee, please do not perform any overtime without specific clearance from your Manager, as Company does not pay over-time without prior approval. Over-time is not paid to full-time salaried (exempt) employees.

Part-Time Employees

Part-time employees are those who are scheduled for and do work fewer than 35 hours per week. Part-time employees are not eligible for benefits including holidays and PTO.

Confirmation of Receipt Including At-Will Language

I have received my copy of the Company's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand that except for employment at-will status, the Company can change any and all policies or practices at any time. Company reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of Company, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Company is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Company and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Company.

Employee's Signature _____ Date _____