

RESTAURANT EMPLOYEE HANDBOOK

OF

Last revised on _____, 20____



TABLE OF CONTENTS

Table of Contents

1 - INTRODUCTION	3
1.1 WELCOME.....	3
1.2 - PURPOSE OF THIS HANDBOOK.....	3
1.3 - CHANGES IN POLICY	3
2 - GENERAL EMPLOYMENT	3
2.1 - "AT-WILL" EMPLOYMENT.....	3
2.2 - EMPLOYMENT CLASSIFICATIONS	4
3 - COMPENSATION	4
3.1 - PAYMENT SCHEDULE	4
3.2 - WAGES.....	5
3.3 - DEDUCTIONS AND GARNISHMENT.....	5
3.4 - OVERTIME PAY.....	5
3.5 - PAID TIME-OFF (PTO)	5
3.6 - MATERNITY LEAVE.....	6
3.7 - FAMILY MEDICAL LEAVE ACT (FMLA).....	7
3.8 - EMPLOYER BENEFITS	7
3.9 - GOVERNMENT BENEFITS	8
4 - RIGHTS AND POLICIES	9
4.1 - EQUAL OPPORTUNITY EMPLOYMENT.....	9
4.2 - IMMIGRATION LAW COMPLIANCE	9
4.3 - ACCOMMODATION FOR EMPLOYEES WITH DISABILITIES	9
4.4 - MINORS.....	10
4.5 - RELATIVES OF EMPLOYEES.....	10
4.6 - PRIVACY.....	10
4.7 - CONFIDENTIALITY.....	11
5 - STANDARDS OF CONDUCT	11
5.1 - GENERAL.....	11
5.2 - ATTENDANCE.....	12
5.3 - DRESS CODE	13
5.4 - SAFETY	13
5.5 - DISCRIMINATION AND SEXUAL HARASSMENT	14
5.6 - SUBSTANCE ABUSE.....	15
5.7 - SOCIAL MEDIA POLICY	16
5.8 - DISCIPLINARY ACTION.....	17

1 - INTRODUCTION

1.1 Welcome

Dear Valued Employee,

Welcome to _____, a for-profit restaurant located in the state of _____ (“Employer”). This employee handbook (“Handbook”) contains general information on policies, practices, and benefits of the Employer. It is written to introduce employees to the Employer and get familiarized with it, provide general guidelines on work rules, benefits, and other issues related to employment. Furthermore, this Handbook should attempt to answer any additional questions in connection with our workplace environment. This Handbook is designed as an overview and guideline and therefore cannot cover everything that pertains to employment in relation to the Employer. Please feel free to seek clarification from a supervisor of the Employer regarding any topic of concern in this Handbook.

We look forward to working together with you!

1.2 - Purpose of this Handbook

This Handbook, divided into roughly five (5) parts, aims to clarify, explain, and offer a handy reference for the general terms of employment with the Employer, namely general employment details, compensation, benefits, standards of conduct, and the employees' rights and policies pertaining thereto. It cannot, by nature, cover everything and is therefore not meant to be exhaustive. It is also subject to change, and therefore not binding. It is simply a resource to guide employees to the standard policies of the Employer. As such, the Employer does not intend that anything in this Handbook constitutes an employment contract or an offer of an employment contract, express or implied, or that this Handbook is in any way deemed by any person, to create any legally binding rights to continuing employment or to specific terms or conditions of employment.

1.3 - Changes in Policy

The Employer reserves the right to modify any policies, benefits, or procedures at any time, excluding the "At-Will Employment" policy in Section 2.1 of this Handbook. Ideally, timely notification will be given to employees, although changes are considered adequate without such notice.

2 - GENERAL EMPLOYMENT

2.1 - “At-Will” Employment

While employed, all employment is considered “at-will,” meaning employees are free to resign at any time and for any reason, with or without notice. Similarly, the Employer is free to conclude an employee’s employment at any time for any lawful basis, with or without cause.



Unlike the general policy changes mentioned in Section 1.3 of this Handbook, which may be amended, modified, or terminated at any time, the policy for at-will employment in this Section is considered immutable except for a situation wherein it is modified via a signed, written agreement between the Employer and the employee at issue.

2.2 - Employment Classifications

For the purposes of salary administration and eligibility for overtime payments and employee benefits, the Employer classifies employees as either exempt (salaried) or non-exempt. Non-exempt employees are entitled to overtime pay in accordance with federal and state overtime provisions. Exempt employees are exempt from federal and state overtime laws and, but for a few narrow exceptions, are generally paid a fixed amount of pay each workweek while they are employed.

- a.) **Full-Time.** Full-time employees are individuals that work greater or equal to an average of ____ hours per week. All other employees working fewer hours per week shall be considered part-time.
- b.) **Temporary Employees.** Some employees may be hired as temporary replacements or to supplement the workforce during a period of higher than usual output. Temporary employee positions are of limited duration and can be let go before the end of the period for which they were originally hired. To confirm, temporary employees are considered “at-will” employees.
- c.) **Independent Contractors and Consultants.** Independent contractors and consultants are self-employed and not employees as defined by the Internal Revenue Service (IRS) under this Handbook.
- d.) **Probationary Period.** Probation (or probationary period) is a status given to new non-exempt employees for a certain period after being employed by the Employer (“Probation Period”). This status allows the Employer to evaluate the performance of a newly hired employee. The Probation Period will last for a maximum of ____ days and will conclude with a formal review of the employee by management. Upon satisfactory completion of the Probation Period, the employee will then enter a standard employment classification. Such classification shall allow the employee to be eligible for all benefits and paid time off (PTO) as mentioned in this Handbook. During the Probation Period, employees will be able to access such benefits required by law, such as Workers’ Compensation insurance and Social Security.

3 - COMPENSATION

3.1 - Payment Schedule

Employees are paid on a Weekly Bi-Weekly Monthly basis. All employees will be paid by check, direct deposit, or by any other means mutually beneficial between the Employer and the employees. In the event a payday falls on a weekend or holiday, employees will be paid the last workday before said payday. If payment is not made before the last workday before said payday, the employees shall be paid as soon as possible afterward.



3.2 - Wages

Exempt employees (as defined in Section 2.2) will be paid based on an annually calculated salary. Non-exempt employees will be paid in accordance with all applicable federal and state laws. All overtime work by non-exempt employees must be approved in advance by the Employer.

3.3 - Deductions and Garnishment

The Employer shall make deductions from an employee's pay as required by applicable laws, including, but not limited to, deductions for income tax withholding, Social Security and Medicare contributions, and in some cases voluntary deductions for health insurance premiums and other related contributions.

In the event an employee has been ordered by a court to satisfy a just debt via wage garnishment, the Employer is obligated by law to make regular deductions from said employee's paychecks until either the debt has been satisfied or until the Employer receives notification from a competent court of jurisdiction.

3.4 - Overtime Pay

Overtime is additional compensation that is provided to non-exempt employees when they work more than 40 hours in a workweek and is governed by the Fair Labor Standards Act (FLSA). The federal overtime rate is time and one-half per hour worked beyond 40 hours and does not include paid time off (PTO).

3.5 - Paid Time-Off (PTO)

In consideration to provide the best workplace environment, the Employer: (check one)

- **Does Not** provide paid time off (PTO) as part of employment.
- **Provides** paid time off (PTO) as part of employment for eligible employees. For non-emergency situations, paid time off (PTO) is required to be requested at least ____ day(s) prior to the requested date and is subject to the Employer's approval.

Paid time off (PTO) shall include the following types: (check all that apply)

- **Bereavement.** Eligible employees shall be entitled to ____ day(s) per year to mourn the death of a family member or close friend.
- **Jury Duty.** If an employee receives a jury summons, the Employer agrees to pay said employee their normal hourly rate during the jury duty for the initial ____ day(s) less any payments received from the court. The employer reserves the right to require any such employee to provide proof

of jury duty service and payments made by the court. Employees are expected to return to work if they are excused from jury duty during regular working hours or released from jury duty earlier than expected.

- **Personal Days.** Eligible employees can take up to ____ personal day(s) per year as paid time off (PTO).

- **Sick Days.** Eligible employees can take up to ____ sick day(s) per year as paid time off (PTO).

- **Vacation Days.** Eligible employees can take up to ____ vacation day(s) per year as paid time off (PTO).

- **Voting.** Eligible employees shall be allowed to take 1 (one) day off per year to vote in any local or federal elections. Said day off shall be considered paid time off (PTO).

- **Federal Holidays.** Eligible employees shall be entitled to the following days off for the following holidays: (check all that apply)

- Christmas Day
- Columbus Day
- Independence Day
- Juneteenth
- Labor Day
- Martin Luther King Jr Day
- Memorial Day
- New Year's Day
- Presidents' Day
- Thanksgiving Day
- Veterans Day

a.) **Unused Paid Time Off.** If any paid time off (PTO) hours are not used by an employee, the unpaid hours shall be: (check one)

- **Forfeited.**

- **Rolled Over** to the next year. The number of hours available to rollover is: (check one)

- Unlimited
- Limited to a maximum of ____ hour(s).

3.6 - Maternity Leave

Eligible employees who are disabled on account of pregnancy, childbirth, or a related medical condition or has a spouse that needs support for such a condition are entitled up to: (check one)

- The **minimum time period** as required under federal and state law.
- ____ **weeks off** or the minimum time period as required under federal and state law, whichever is longer.

Such paid time off (PTO) may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth. Eligible employees wishing to take pregnancy leave must give notice to the Employer as soon as possible. Said time periods for maternity leave are calculated on an annual basis and shall be included as paid time off (PTO).

3.7 - Family Medical Leave Act (FMLA)

Eligible employees may request a family and medical leave of absence under the federal Family Medical Leave Act ("FMLA") for any of the circumstances described below. Employees must request a planned family and medical leave as soon as possible before such leave begins. If the need for the leave is not foreseeable, employees must request the leave as soon as they become aware of the need for leave.

Family and medical leave may be taken for the following reasons:

- a.) The birth of an employee's child or the placement of a child with the employee for foster care or adoption so long as the leave is completed within two (2) months of the birth or placement of the child;
- b.) To care for an employee's "serious health condition";
- c.) To care for an employee's spouse or registered domestic partner, child, or parent with a "serious health condition";
- d.) To be with a spouse, child, or parent of an employee that is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation; or
- e.) To care for a covered servicemember (the employee's spouse, child, parent, or next of kin) with a severe illness or injury.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider.

3.8 - Employer Benefits

The Employer offers the following benefits to eligible employees: (check all that apply)

- **Health Insurance.** The Employer offers a group health insurance plan to all non-exempt employees. For more information on the specifics of the plan, please consult with the Employer on the specific options and plans.



- **Life Insurance.** The Employer offers coverage on a group life insurance plan, including coverage of accidental death and dismemberment, to all non-exempt employees. For more information on the specifics of the plan, please consult with the Employer on the specific options and plans.

- **Flexible Spending Account (FSA).** The Employer offers an optional flexible spending account program for eligible employees who wish to take part and allows employees to withhold a portion of their salary, on a pre-tax basis, to cover the cost of qualifying insurance premiums, out of pocket medical expenses, and dependent care expenses (child and/or eldercare). Any unused amounts in the medical and dependent care account will be forfeited after the end of the year. For more information on the specifics of the plan, please consult with the Employer on the specific options and plans.

- **401(k) Plan.** The Employer has a 401(k) plan providing a convenient payroll deductible method to help supplement employees' retirement benefits. For more information on the specifics of the 401(k) plan, employees should consult with the Employer on the specific options and plans.

- **Commuter Benefits.** The Employer offers an optional benefits program that allows employees to withhold a portion of their salary on a pre-tax basis to cover the cost of commuting via public transportation or for employee parking. For more information on the specifics of this benefit, employees should consult further with the Employer.

- **Other.** _____.

The Employer offers the aforementioned benefits to eligible employees depending on the type of employment and other factors. This section is not meant to be extensive but rather provides general details about benefits available to employees. Contact the Employer directly for further information about eligibility or the specifics of employee benefits.

3.9 - Government Benefits

In accordance with federal and state laws, every employee shall be entitled to the following government benefits:

- a.) **Workers' Compensation.** Any employee who is unable to work due to a work-related injury or illness shall be eligible for Workers' Compensation benefits in accordance with federal and state laws.
- b.) **Social Security Benefits (FICA).** Both the Employer and the employees contribute funds to the federal Social Security program. This program is intended to provide the employees with retirement benefit payments and medical coverage upon reaching retirement age.

c.) **Unemployment Insurance.** The Employer pays federal and state taxes on all paychecks to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own and due to other circumstances described by law. State agencies directly administer this insurance and determine benefit eligibility, amount (if any), and duration.

4 - RIGHTS AND POLICIES

4.1 - Equal Opportunity Employment

The Employer is an Equal Opportunity Employer, meaning employment opportunities are based upon one's qualifications and capabilities to perform the essential functions of a particular job and free from discrimination because of race, religion, sex, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

The Employer's Equal Employment Opportunity policy governs all aspects of employment including, but not limited to, selection, job assignment, compensation, discipline, termination, and access to benefits and training. The Employer strongly urges the reporting of all instances of discrimination and prohibits retaliation against any individual who reports discrimination or participates in an investigation of such a report. Appropriate disciplinary action, up to and including immediate termination, will be taken against any employee who violates this policy.

4.2 - Immigration Law Compliance

The Employer is committed to employing only United States citizens and aliens authorized to work in this country. In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present such documentation establishing the identity and eligibility of an employee. Former employees who are rehired must also meet the same said documentation if they have not in the past three (3) years.

4.3 - Accommodation for Employees with Disabilities

The Employer agrees to comply with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), and all applicable federal, state, and local fair employment practice laws and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the Employer will provide reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of a job unless doing so would create an undue hardship.

If any employee believes they need an accommodation due to a disability, said employee is responsible for requesting any such accommodation from the Employer.

An employee may make such requests orally or in writing and to include relevant information, such as:

- a.) A detailed description of the accommodation being requested;
- b.) A detailed reason for the accommodation; and
- c.) How the accommodation will help said employee perform the essential functions of their duties and responsibilities.

After receiving an oral or written request by an employee, the Employer will engage in an interactive dialogue to determine the precise limitations of an employee's disability and explore the potential reasonable accommodations that could overcome those limitations. The Employer encourages employees to suggest specific reasonable accommodations that they believe would allow them to perform their specific job; however, the Employer is not required to make the specific accommodation requested by an employee and may provide effective alternative accommodation, to the extent any reasonable accommodation can be made without imposing undue hardship on the functioning of the Employer.

If a disability or need for accommodation is not obvious, the Employer may request an employee to provide supporting documents showing that they have a disability within the meaning of the ADA, state, and local laws and that an employee's disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, the Employer may require said employee to schedule an appointment with a healthcare professional of their choosing and expense of the Employer. In such an event, if said employee fails to provide the requested information or visit the designated health care professional, such accommodation requests may be denied. The Employer will keep confidential any medical information obtained in connection with any request for reasonable accommodation.

4.4 - Minors

The Employer will hire in accordance with the Fair Labor Standards Act (FLSA) regulations pertaining to the employment of minors, in addition to any state regulations, including, but not limited to, hiring minors above the age of 14 years, assigning limited hours to employees under the age of 16 years, and only hiring employees above the age of 18 years for any work that might be deemed as hazardous.

4.5 - Relatives of Employees

In pursuit of best practices, the Employer reserves the right to decline employing an individual who is a relative of an employee or reassign or terminate the employment of someone who becomes the relative of another employee during the course of their employment. In the latter case, the employee must disclose, as soon as possible, if an employee is of another employee's relation to the Employer.

4.6 - Privacy

The Employer is respectful of each employee's privacy. All employee information, including but not limited to personal, demographic, and any other personal details, will be shared as required in day-to-day business activities. The Employer doesn't ask for, create, request, or receive private healthcare information when conducting normal business activities from its employees. If, however, any employee voluntarily shares personal healthcare information with a member of the Employer, all shared information will be kept confidential.

4.7 - Confidentiality

The Employer takes its protection of trade secrets and confidential business information in a strict manner. All employees must maintain trade secrets and other confidential business information in confidence. Although, employees are free to discuss such issues with co-workers or third (3rd) parties for the purpose of improving work conditions. Employees found to violate this policy will be subject to disciplinary action, up to and including termination of employment.

Trade secrets and confidential business information that is prohibited from being shared with third (3rd) parties shall include, but not be limited to, the following:

- a.) Customer lists that could be used by another business, contractor, or individual to gain a competitive advantage;
- b.) Any "insider information" that could be used to sell stocks, securities, or any other assets of the Employer that provides an unfair financial benefit; and
- c.) The Employer's day-to-day business practices which may also include:
 - i. Marketing strategies;
 - ii. Production processes;
 - iii. Research and development strategies;
 - iv. Scientific and technological data;
 - v. Business records; and
 - vi. Specific product and service information.

Employees should use their best efforts to prohibit disclosing confidential information, except as necessary to perform work hereunder.

In addition to protecting its own interests, the Employer does not wish or desire to receive any confidential information from an employee or any third (3rd) party. The Employer takes extra precautions when receiving any information from employees or third (3rd) parties to ensure it is not proprietary information of another entity.

5 - STANDARDS OF CONDUCT

5.1 – General

The Employer's rules and standards of conduct are essential to a productive working environment. All employees must familiarize themselves with the Employer's rules, and standards as each employee will be held to them. Any employee who disregards or

deviates from the Employer's rules and standards may be subject to disciplinary action, up to and including termination of employment. While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct in the workplace or online (i.e., on social media), may result in disciplinary action, up to and including termination of employment for the following employee actions:

- a.) Theft or inappropriate removal or possession of the Employer's property;
- b.) Falsification of an employee's timekeeping records;
- c.) The possession, distribution, sale, transfer, public discussion, or use of alcohol or illicit drugs in the workplace;
- d.) Fighting or threatening violence in the workplace;
- e.) Gossiping or spreading rumors about other employees;
- f.) Boisterous or disruptive activity in the workplace;
- g.) Negligence or improper conduct leading to damage of Employer-owned or customer-owned property;
- h.) Insubordination or other disrespectful conduct;
- i.) Violation of safety or health rules, which may not specifically mean breaking a rule of the Employer but includes putting others in danger;
- j.) Smoking in the workplace;
- k.) Sexual harassment or other unwelcome verbal abuse;
- l.) Excessive absenteeism or any absence without notice;
- m.) Unauthorized use of telephones, computers, or other employer-owned equipment;
- n.) Unauthorized disclosure of any confidential information;
- o.) Being on the property of the Employer during non-business hours and without the Employer's permission;
- p.) Divulging the Employer's business practices or any other confidential information; and
- q.) Direct misrepresentation of the Employer or any aspect of their business to a customer, associate, contractor, vendor, or any other third (3rd) party.

If an employee should have further questions regarding the aforementioned standards of conduct, they should speak directly with the Employer.

5.2 - Attendance

Absenteeism and tardiness place an undue burden on other employees and on the Employer as a whole. The Employer expects that every employee will be regular and punctual in their attendance. Employees are also expected to return from scheduled breaks and meal periods on time.

If an employee is unable to arrive at work on time, or if an employee is late for any reason, said employee must notify a supervisor as early as possible, but prior to their scheduled starting time. In general, employees must make every effort to speak with their supervisors directly. It is not acceptable to leave a voicemail message with the Employer, except in extreme emergencies. In cases that warrant leaving a voicemail message or when an employee's direct supervisor is unavailable, a follow-up call must

be made later that day to other employees to inform the severity of the situation. Employees who are going to be absent for more than one day should contact their supervisor each day.

The Employer reserves the right to ask for a physician's statement in the event of long-term illness (3 consecutive days), multiple illnesses, or injuries. If an employee fails to notify their supervisor after two (2) consecutive days of absence, the Employer will presume that the employee has voluntarily resigned, and the employee will be removed from the payroll. The Employer will review any extenuating circumstances presented by an employee that may have prevented them from calling before being removed from the Employer's payroll. If an illness or emergency occurs during work hours, said employee should promptly report the incident to the Employer. When possible, employees are required to notify of any medical-related or dental-related appointments as soon as possible to the Employer.

The Employer considers consistent attendance and punctuality to be the foundation for an excellent team structure. Should any undue or recurrent absence and tardiness be apparent, such employees may be subject to disciplinary action, up to and including termination of their employment.

5.3 - Dress Code

The Employer and its employees agree that there is: (check one)

- **No Dress Code** required as part of the day-to-day workplace conditions.
- **A Dress Code** required as part of the day-to-day workplace conditions and is described as: _____.

If the dress code is not followed, immediate disciplinary actions may be taken, which may include termination of employment.

5.4 - Safety

The Employer is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. All employees must comply with all occupational safety standards and health regulations established by the Occupational Safety and Health Act (OSHA) including state and local laws.

All employees are expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to the Employer. Employees who violate safety standards, cause hazardous or dangerous situations or fail to report, or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment. In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor. Any questions regarding this policy should be directed to the Employer.



General Safety Rules:

- a.) If an employee is not sure how to perform a job or task that they've been instructed to do, they should stop and request specific instructions from the Employer;
- b.) If any equipment of the Employer is not working properly, the equipment's condition should be reported to the Employer. No employee is expected or will be required to repair equipment that they are not educated or authorized to repair;
- c.) Employees are required to do whatever is reasonable and necessary to keep their work area both safe and clean;
- d.) Employees are required to use all furnished safety equipment and to be trained on its proper use;
- e.) Employees are expected to report any unsafe conditions directly to the Employer as soon as possible. If an employee is injured at work, they must report the injury immediately;
- f.) If an employee feels they cannot perform their job safely, for any reason, they should alert their supervisor prior to starting employment or when they first become aware that they cannot perform their job safely;
- g.) Employees are strictly prohibited from using flammable liquids, toxic materials, chemicals, or acids unless authorized to do so, and only after being instructed on the property safety procedures;
- h.) Employees are prohibited from starting or operating any equipment without proper safety instructions. Employees should never operate a piece of equipment when safety guards or devices are in place;
- i.) Employees are never to be in possession of or under the influence of controlled substances, including drugs and alcohol, while on the job. If an employee conducts themselves in such a manner, they shall be subject to disciplinary actions which may include termination of employment. If an employee is taking prescribed medication, they must advise the Employer prior to starting work if the medication should affect their ability to perform their tasks and if it should pose a safety risk. Employees are subject to drug and alcohol testing in the event of an injury while being employed;
- j.) Employees are required to make sure that they are familiar and aware of all exit routes at the workplace in case of an emergency or evacuation;
- k.) Employees are required to follow all safety rules, signs, policies, training directives, and instructions at all times. Any employee who compromises workplace safety and health is subject to discipline, up to and including termination of employment; and
- l.) Should any employee have any questions concerning work rules, safety guidelines, training guides, educational materials, or the operation of any equipment or machinery, they should contact the Employer directly.

5.5 - Discrimination and Sexual Harassment

The Employer is committed to fostering a work environment in which all employees are treated with respect and dignity. Therefore, the Employer expressly prohibits any kind of discrimination, including all forms of harassment based on race, ethnicity, religion, sex,

gender, national origin, age, disability, military or veteran status, and any status in any group protected under federal, state, or local law.

Sexual harassment is a form of discrimination and is prohibited by law. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, and offensive work environment.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) Submission to conduct is made either explicitly or implicitly a term or condition of employment; (2) Submission or rejection of the conduct is used as a basis for making employment decisions; or (3) The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment. Sexual harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are limited to:

- a.) Unwanted sexual advances or requests for sexual favors;
- b.) Sexual or derogatory jokes, comments, or innuendo;
- c.) Unwelcomed physical interaction. Insulting or obscene comments or gestures;
- d.) Offensive emails, voicemails, or text messages;
- e.) Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons;
- f.) Making or threatening reprisals after a negative response to sexual advances;
- g.) Visual conduct that includes leering, making sexual gestures, or displaying sexually suggestive objects or pictures, cartoons or posters;
- h.) Verbal sexual advances or propositions;
- i.) Physical conduct that includes touching, assaulting, or impeding or blocking movements;
- j.) Any other unwanted sexual advances that include visual, verbal, or physical conduct or behavior deemed inappropriate; and
- k.) Harassment on the basis of any other protected characteristic.

The Employer strongly encourages the reporting of all instances of discrimination, harassment, or retaliation. If any employee believes they have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another factor, said employee should promptly report the incident to the Employer. Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially. Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment, including additional legal action.

5.6 - Substance Abuse

The Employer is committed to maintaining a workplace free of substance abuse. No employee shall be allowed to consume, possess, sell, purchase, or be under the

influence of alcohol or illegal drugs at the workplace or during work hours. The use of over-the-counter medications and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to perform their job safely.

The Employer does not tolerate employees who report for work while impaired by the use of alcohol or drugs. All employees should report evidence of alcohol or drug abuse to a supervisor immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required by the Employer to report the violation to the proper legal authorities. Failure of any employee to violate this section may result in disciplinary action, up to and including termination of employment.

As part of the Employer's guidelines: (check one)

- **No drug testing** is required as part of any person's employment with the Employer.
- **Drug testing** is required as part of a person's employment with the Employer. All drug tests shall be administered in accordance with federal, state, and local laws and may be unannounced prior to administering a drug test.

5.7 - Social Media Policy

It is extremely important that all employees use common sense and careful judgment when communicating with others online. The Employer strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the Employer prohibits the use of electronic devices and other communication systems that are disruptive, offensive to others, and directly or indirectly harmful.

Online communication may not be used to solicit others for personal business ventures, religious or political causes, third (3rd) party organizations, or other matters unrelated to the duties and responsibilities of employment. Abuse of this policy may result in disciplinary action, up to and including termination of employment. The following behaviors are examples of previously stated or additional actions that are prohibited and can result in disciplinary action:

- a.) Sending or posting discriminatory, harassing, or threatening messages or images;
- b.) Stealing, using, or disclosing someone else's passwords without authorization;
- c.) Copying, pirating, or downloading software and electronic files without permission;
- d.) Sending or posting confidential material, trade secrets, or proprietary information outside of the Employer;
- e.) Violating copyright laws;
- f.) Failing to observe licensing agreements;
- g.) Engaging in unauthorized transactions that may incur a cost to the Employer or initiate unwanted internet services and transmissions;

- h.) Sending or posting messages or material that could damage the Employer's image or reputation;
- i.) Participating in the viewing or exchange of pornography or obscene materials;
- j.) Sending or posting solicitations or advertisements not related to business purposes or activities;
- k.) Lending or posting messages that disparage another organization's products or services;
- l.) Passing off personal views as representing those of the Employer; and
- m.) Engaging in any activity that is inappropriate, disruptive, or illegal.

If any employee should become aware of another employee's acts online, it should be reported immediately to the Employer.

5.8 - Disciplinary Action

The Employer's disciplinary action is intended to fairly and impartially correct behavior and performance problems early on to prevent reoccurrences. Disciplinary action may involve a verbal warning, written warning, suspension, or termination of employment, depending on the severity of the problem and the frequency of occurrence. The Employer reserves the right to administer disciplinary action at its discretion and based upon the circumstances. It is recognized by the Employer that certain types of employee behavior are serious enough to justify termination of employment without observing other disciplinary actions first.

In the event of a conflict between the terms of this Handbook and other contract documents, the terms of the contract documents shall prevail.

The Employer reserves the right, at their sole discretion, to change, suspend, or cancel, with or without notice, all or any part of the policies, procedures, programs, and benefits discussed in this Handbook.

To confirm again, employees should keep in mind that this Handbook cannot address every situation that could arise in the workplace as certain situations require flexibility to be properly addressed.

This Handbook is effective as of the undersigned date and may be updated at any time.

I, as an employee, acknowledge that I have read and agree to the above terms and conditions made in this Handbook.

Employee Signature: _____ Date: _____

Print Name: _____