**(Your Business Name Here)**

EMPLOYEE HANDBOOK



# (Your Company Logo Here)

# 2020

It is your responsibility and obligation to understand this Handbook and its policies. If you cannot understand English, it is your obligation to have it translated. This Handbook contains an arbitration requirement for both you and the employer that waives your and the employer’s right to a trial by jury.

Es su responsibilidad y obligacion de comprender este manual y sus politicas. Si usted no puede entender Ingles, es su obligacion hacer que sea traducido. Este Manual contiene un requisito de arbitraje, tanto para usted y el empleador que renuncia a su derecho y el empleador a un juicio porjurado.

**(Some items in this handbook are geared towards a specific industry and has generic information that may need to be altered to fit your specific policies. READ CAREFULLY and make edits as necessary before using)**

**INTRODUCTION**

Welcome! As an employee of (Your Business Name) (hereafter referred to as (Your Business Name)) we hope that you will find your employment to be both rewarding and challenging.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of (Your Business Name).

In any organization, it is necessary to have written policies, procedures and general rules of behavior to serve as guidelines for all. It is also important to know what (Your Business Name) does for you. This Handbook explains what you may expect from (Your Business Name), as well as what will be expected of you. This Handbook replaces any and all earlier personnel handbooks, policies, procedures, benefit statements, rules, regulations, commitments, and (Your Business Name) practices, whether written, oral or established by practice. Individual written employment contracts may supersede some of the provisions of this Handbook.

This Handbook is designed to familiarize you with (Your Business Name)’ major policies and to answer common questions posed by employees. It cannot, however, anticipate every situation or answer every question about your employment. It is a summary of (Your Business Name)’ personnel policies, benefits and work rules. If you have any questions about (Your Business Name)’ policies and practices that are not answered by this Handbook, you should ask your supervisor, Human Resources or the Executive Clinical Director.

Circumstances will obviously require that the policies, practices and benefits described in the Handbook change from time to time. (Your Business Name) has the right to amend, modify, rescind, delete, supplement or add to the provisions of this Handbook as it deems appropriate from time to time in its sole and absolute discretion. (Your Business Name), however, may only make changes to this Handbook’s Arbitration policy as are necessary to make the Arbitration policy enforceable under any federal, state, or local law or other applicable case law effective after this Handbook’s initial dissemination to its workforce. Any such changes can be made only by way of official updates to this Handbook and/or by a writing signed by the Executive Clinical Director.

In consideration for your employment with (Your Business Name) and your eligibility for future increases in wages and benefits, you must agree (a) to become familiar with this Handbook’s terms, and (b) if you do not understand any provisions of the Handbook, you must discuss the provision with Human Resources or the Executive Clinical Director within five (5) days from signing the Receipt and Acknowledgement.

**MISSION, VISION AND VALUES**

**Mission Statement**

Your company’s mission statement

**Vision**

Your company’s vision statement

**Values**

Your company’s values

**EMPLOYMENT POLICIES AND PRACTICES**

 **Employment At Will**

Due to the nature of (Your Business Name)’ business, its customers and other needs, the employment relationship is, and is intended to be, at will. This Handbook contains the entire agreement between you and (Your Business Name) as to the duration of your employment and the circumstances under which your employment may be terminated. Nothing contained in this or any other materials generated by (Your Business Name) or its employees, or any statement made by any employee of (Your Business Name), shall require (Your Business Name) to have “just” or “good cause” to terminate the employment relationship or to change the terms and conditions of your employment. Notwithstanding any disciplinary procedures or (Your Business Name) rules or regulations, either you or (Your Business Name) may terminate the employment relationship at any time, for any reason, with or without cause or prior notice. Further, (Your Business Name) can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing in this Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or indefinite employment or employment for a specific term, in a specific position, or at a specific rate of pay.

Even if another provision in this Employee Handbook or any other document seems to provide for continued employment or an exception to this at-will rule, this provision for at-will employment shall control. Indeed, if necessary to ensure that at-will employment, without exception, controls the employment relationship, this provision will be considered to invalidate any such contrary term, provision or agreement. As such, there will be no agreement, express or implied, between you and (Your Business Name) for any specific period of employment, for continuing or long-term employment, or for employment under certain conditions, unless it is in writing, signed by the Executive Clinical Director.

 **Reference Checks**

To ensure that individuals joining (Your Business Name) are well qualified and have the potential to be productive and successful, (Your Business Name) will check the employment references of all applicants. Every offer of employment is contingent upon the appropriate completion of reference checks.

 **Employee References**

All requests for references or employment verifications must be directed to the Human Resources Department. No other manager, supervisor or employee is authorized to release references or verification of employment for current or former employees. No references or verifications of employment will be given by (Your Business Name) concerning present or past employees of (Your Business Name) unless a written request has been received for such a reference or verification.

(Your Business Name)’ policy as to references and employment verifications for employees who have left (Your Business Name) is to disclose the dates of employment and title of the last position held, and will be in writing. (Your Business Name) will confirm the amount of your last salary or wage if your prospective employer or requestor submits a written request, with a release signed by you.

 **Introductory Period**

 Newly hired Employees at (Your Business Name) will serve an introductory period of ninety (90) days, at the end of which time the Employee’s performance and adherence to company policy and procedure will be evaluated.

 (YOUR BUSINESS NAME) may extend the introductory period at its discretion, and employment for the entire ninety day introductory period **is not** guaranteed if reason for termination arises during that time. Satisfactory completion of the introductory period does not alter the at–will character of the employment relationship at (Your Business Name).

 During this time, the Employee will have the opportunity to evaluate the agency as a place to work and management will have the first opportunity to evaluate the Employee. The Employee and the company have the right to terminate employment during this ninety (90) day period without advance notice or without cause. Upon satisfactory completion of the introduction period, you will become a regular Employee. All Employees regardless of classification, status or length of service are expected to meet and maintain (YOUR BUSINESS NAME) standards of job performance and behavior.

**DISCRIMINATION AND HARASSMENT**

 **Equal Employment Policy**

(Your Business Name) is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Therefore, (Your Business Name) does not discriminate, and does not permit its employees to discriminate against other employees, unpaid interns, volunteers or applicants for any such positions because of race, color, religion, sex (including conditions related to pregnancy, childbirth or breastfeeding), sexual orientation, gender identity or expression, transgenderism, pregnancy, marital status, national origin, citizenship (including an individual who holds or presents a driver’s license granted to a person unable to prove his or her presence in the United States is authorized under federal law, pursuant to Section 12801.9 of the California Vehicle Code), military and veteran status, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related or genetic characteristic), genetic information (including, but not limited to information about an individual’s genetic tests and the genetic tests of an individual’s family members, information about the manifestation of a disease or disorder in an individual’s family members, an individual’s request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual, and the genetic information of a fetus carried by an individual or by a pregnant woman who is a family member of the individual and the genetic information of any embryo legally held by the individual or family member using an assisted reproductive technology) or any other consideration made unlawful by applicable laws. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, discipline, layoff, recall and termination.

**Non-Harassment Policy**

Harassment in employment, including sexual, racial, and ethnic harassment, as well as any other harassment forbidden by law, is strictly prohibited by (Your Business Name). Employees who violate this policy are subject to discipline, including possible termination.

Racial, ethnic and other forms of prohibited harassment include, but are not limited to:

1. Visual conduct, including displaying of derogatory objects or pictures, cartoons, or posters; or
2. Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes;

In addition, sexual harassment is defined by the regulations of the Fair Employment and Housing Commission as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. However, sexually harassing conduct need not be motivated by sexual desire. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth, or related medical conditions, and also includes sexual harassment of an employee of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

1. Unwanted sexual advances;
2. Offering employment benefits in exchange for sexual favors;
3. Making or threatening reprisals after a negative response to sexual advances;
4. Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters;
5. Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes;
6. Verbal sexual advances or propositions;
7. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations;
8. Physical conduct, including touching, assault, impeding or blocking movements;
9. Using nicknames or terms of endearment with a racial or sexual connotation

Examples of sexual harassment include (a) an employee being fired or denied a job or an employment benefit because the employee refused to grant sexual favors or because he or she complained about the harassment; (b) an employee reasonably quitting his or her job to escape harassment; or © an employee being exposed to a hostile work environment.

Managers and supervisors are prohibited from providing favorable treatment to employees with whom they are involved in a consensual sexual relationship.

(Your Business Name) will take all reasonable steps to prevent harassment from occurring and will take immediate and appropriate action when (Your Business Name) knows that unlawful harassment has occurred.

In keeping with our policy, (Your Business Name) will not tolerate any kind of unlawful harassment, particularly sexual harassment, by any of its employees or non-employees doing business with or for (Your Business Name).

**Domestic Violence, Sexual Assault Or Stalking**

(Your Business Name) does not discriminate, and does not permit its employees to discriminate, against an employee because the employee is a victim of domestic violence, sexual assault, or stalking.

**REASONABLE ACCOMMODATION**

**Disability Accommodation**

(Your Business Name) will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship would result. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should contact Human Resources or the Executive Clinical Director. The applicant or employee should advise (Your Business Name) what accommodations he or she believes are needed in order to perform the job. Together with the applicant or employee, (Your Business Name) will engage in an interactive process to determine effective, reasonable accommodations, if any. If such an accommodation is possible and will not impose undue hardship upon (Your Business Name), (Your Business Name) will make the accommodation. (Your Business Name) will not accommodate an employee if the accommodation would constitute a direct threat to the employee’s safety or safety of other employees. (Your Business Name) is not required to accommodate an employee if the requested accommodation requires the use of medicinal marijuana.

(Your Business Name) also reserves its right to require an employee to undergo a fitness for duty medical examination, at Key Essential’s expense, if (Your Business Name) believes or suspects that the employee may not be able to perform the essential duties of the job without risk of harm to him/herself or others. In such an instance, (Your Business Name) will so advise the employee, in writing, of the need for the examination. Depending on the situation, (Your Business Name) reserves the right to suspend employment pending the results of the examination.

**Pregnancy Accommodation**

A pregnant employee may request a reasonable accommodation of her condition upon presentation of a doctor’s written certification attesting that the accommodation request is upon the doctor’s advice. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position. If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy. However, (Your Business Name) will not undertake to create additional employment that (Your Business Name) would not otherwise have created to meet its own business needs, nor will (Your Business Name) be required to discharge any employee, transfer any employee with more seniority than the pregnant employee, or to promote any employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits which are regularly provided to employees in the position to which the employee has transferred. Reasonable accommodation may also include an unpaid leave of absence beyond the 17 ⅓ weeks of leave required by law.

**Victims of Domestic Violence, Sexual Assault or Stalking**

Upon presentation of appropriate documentation, an employee who is the victim of domestic violence, sexual assault or stalking may request a reasonable accommodation of his or her condition. Such an accommodation may include, but is not limited to, the implementation of safety measures, transfer or reassignment, modified schedule, or adjustment to the workplace.

**COMMUNICATION AND PROBLEM SOLVING**

**Orientation**

Each new employee will receive an introduction to (Your Business Name) and an orientation to their particular job and department from their supervisor or a seasoned (Your Business Name) employee. Employees should pay close attention to the instructions they receive and ask questions if they do not understand something.

**Recruitment, Hiring and Promotions**

Recruitment for positions will generally take place in the following manner (unless an exception is authorized by Human Resources or the Executive Clinical Director):

1. Notice of open positions will normally be posted in the office so that existing staff may apply. Qualified internal applicants will be interviewed for open positions.

2. Open positions may be advertised online and notices may be sent to local colleges and other agencies.

3. The most qualified applicants will be interviewed; and

4. Selection will be based on bona fide job related criteria. The qualified candidate who, in management’s sole discretion (judgement), best fits the criteria will be hired.

Hiring authority is held by Human Resources and the Executive Clinical Director. Further, hiring authority also may be held only by those specifically delegated this responsibility by someone in a supervisory or management level position and is subject to their approval.

Promotions are based on demonstrated merit and job performance. Supervisory and management staff are encouraged to recommend for promotion those individuals whose past performance demonstrates an ability to assume greater responsibility. While (Your Business Name) hopes to promote from within when feasible, it reserves the right to recruit and consider outside candidates for all positions.

**Bulletin Board**

(Your Business Name) maintains a bulletin board for the posting of legally required posters and notices, as well as information of general interest to employees. Employees are responsible for regularly reviewing the material on the bulletin board. Employees may not post personal notices on the bulletin board, nor should they remove any notice posted by (Your Business Name).

**Employment Status**

**Full-Time Employee**

An employee who has been offered at least 35 hours per week of guaranteed work, in writing by (Your Business Name), will be considered a full-time employee. As such, certain benefits are available to full-time employees who are also exempt (salaried). (Your Business Name) provides full-time, exempt staff with vacation accrual in the amount of 1.54 hours per pay period, which is one week per year. (Your Business Name) also provides full-time, exempt employees with ten (10) paid holidays each year, upon successful completion of the 90 day introductory period: **New Year’s Day, Memorial Day, Independence Day (4th of July), Labor Day, Veteran’s Day, Thanksgiving Day, Black Friday (Day After Thanksgiving), Christmas Day, and Day After Christmas.**

**Part-Time Employee**

A part-time employee is an employee who does not meet the requirements of full-time employment. Part-time employees may be assigned a work schedule in advance, or on an “as needed” or per diem basis; but working hours are not guaranteed. Part-time employees are not provided an advanced schedule or any schedule that exceeds 20 hours of work per week. Part-time employees are not eligible for any of the benefits described in the Employee Handbook, unless required by federal or state law. Regardless of any possible increase in an employee’s worked hours, no change from part-time to full-time status shall become effective unless confirmed in writing by (Your Business Name).

**Independent Contractors**

An independent contractor is any person who is classified by (Your Business Name) as such, as evidenced by (Your Business Name)’ failure to withhold taxes from his or her compensation. Independent contractors are not employees of (Your Business Name). Even if the person is later reclassified by an action of a court or administrative agency as an employee of (Your Business Name), he or she is not eligible for any (Your Business Name) sponsored benefits on a retroactive basis.

**Exempt vs. Non-Exempt Status**

The following terms will be used to describe the exempt and non-exempt classification of employees:

Exempt

Those employees who are not subject to the provisions of federal and state law requiring the payment of overtime are deemed to be exempt. Exempt employees include salaried professional, executive and administrative employees. Certain computer programmer personnel and sales employees may also be exempt.

You will be advised of your employee status at the time of hire, promotion or transfer. A change in circumstances (e.g. greater number of hours worked) will not result in a change of status to a position with greater benefits unless the employee is specifically notified of such a status change in writing. Since all employees are hired for an unspecified duration, assignment to any of these classifications does not guarantee employment for any specific length of time. Regardless of classification, employment is at the mutual consent of you and (Your Business Name). Accordingly, either you or (Your Business Name) can terminate the employment relationship at will, at any time, with or without cause or notice.

Non-Exempt

Those employees who are subject to the provisions of federal and state law requiring the payment of overtime are deemed to be non-exempt.

**Job Duties and Descriptions**

At the start of your employment, Human Resources will give you a copy of your job description, and your supervisor or a designated senior staff member will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or (Your Business Name). Your cooperation and assistance in performing such additional work is expected.

Job descriptions for all current categories of employment available at (Your Business Name) will be maintained in the files. Each job description will include information regarding duties and responsibilities of the position. If you feel that your job description does not accurately reflect your current job duties you should contact the Human Resources department.

(Your Business Name) reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

**Meals and Break Periods**

**Meal Periods**

For all meal periods, you will be advised of your position at the start of your employment.

Employees whose nature of the duties truly prohibits the employee from taking a fully relieved meal period may waive the meal period and work an on-duty meal period if the employee executes a revocable written agreement waiving the meal period. If you work in excess of ten (10) hours, you will be provided a second on duty meal period. The meal period will be paid and considered as time worked.

Employees who work more than five (5) hours and less than six (6) hours in a day may waive the meal period if the employee executes a revocable written agreement waiving the meal period.

Non-exempt employees who work more than five hours (and have not signed an on duty meal period agreement or meal period waiver), are permitted and encouraged to take a fully relieved unpaid meal period of thirty (30) minutes. (Your Business Name) will do nothing to dissuade or discourage an employee from taking a meal break. During the thirty (30) minute meal period, you will be relieved of all duty. Employees are required to notate in their schedule the correct start and end time for all meal periods taken.

The schedule will vary according to business hours and work schedules. (Your Business Name) is unable to advise you of a specifically scheduled meal break. However, the meal period must begin within five (5) hours of the start of your shift.

**Rest Breaks**

You will also receive one ten (10) minute break if you work between 3.5 hours and 6 hours during a shift, two ten (10) minute breaks if you work between 6 and 10 hours during a shift and three ten (10) minute breaks if you work between 10 and 14 hours during a shift.

You must take your rest breaks as close to the middle of your shift as is practicable. It is up to each employee to determine when that is based on his/her specific client situations. If you determine that it is not practicable to take your rest break in the middle of your shift, you must take your rest break at the beginning of your shift before you start with your client or at the end of your shift when you are done with your client.

You may not add your rest breaks to your meal period so that you can take a longer meal period. You may not add your rest breaks together so that you can take a longer rest break. If for any reason you are not able to take your rest breaks or meal period, you must advise Human Resources in writing within the same or next payroll period; it will otherwise be presumed that you have taken your rest breaks and meal periods.

**TIMEKEEPING REQUIREMENTS**

Schedules are used as a means of accurately recording hours worked and calculating pay. Accordingly, all employees are required to record time worked in (Your Business Name)’ e-scheduling / timesheet system, which is accessed online. Employees must record the start and end time of each work session (therapy, shadowing, training, meeting, etc.), including paid or unpaid meal periods, at the time of the actual occurrence, for (Your Business Name) administrative staff review and approval. Administrative staff will verify accuracy of each schedule prior to submission for payroll processing.

Employees are not authorized to perform any work that is not scheduled. No (Your Business Name) staff is authorized to direct an employee to work “off the clock.” Employees should immediately notify the office via phone call or email if they are ten (10) minutes or more late to a session, or if they stay ten (10) minutes or more late. For payroll purposes, your time will be rounded to the nearest tenth of an hour.

Employees must ensure accuracy of their schedules and “lock” their schedules timely. If an employee submits an incorrect schedule, administrative staff may make the appropriate adjustments to the schedule to accurately reflect the times the employee worked, the difference will be calculated, and the correct amount will be paid (or deducted) on the employee’s next designated payday.

All employees must “lock” their schedules in time to meet payroll processing requirements. Employees who fail to meet the payroll processing deadline will be paid as follows, and may be subject to disciplinary action, up to and including termination:

1. Administrative staff will estimate the number of hours worked by the employee during the pay period and enter the estimated hours in the e-scheduling system for processing of estimated hours.

2. The employee will be paid at his/her current wage for those estimated hours; and

3. If a notification is received from the employee that the estimated hours are incorrect, the schedule will be reviewed by administrative staff and the difference (actual amount earned minus what was paid) will be paid to the employee on his/her next designated payday. (Provided that the notification was received by the (Your Business Name) office in writing in a timely manner).

Salaried and exempt employees are also required to record their schedules (for billing purposes and determining between direct and indirect billing hours). Administrative staff will verify accuracy and approve each schedule prior to payroll processing.

Any errors in your schedule must be reported to the administrative staff immediately, who will attempt to correct legitimate errors.

**Accuracy of Time**

It is (Your Business Name)’ goal to ensure that all employees are properly paid for all of their work. Therefore, it is every employee’s responsibility to examine his or her paycheck and paycheck stub to ensure that he/she is being properly paid for all work time and that the paycheck and pay stub are accurate. If an employee believes that he/she is not being properly paid for all his/her work, the employee must immediately inform Human Resources.

Additionally, no (Your Business Name) supervisory or management staff can permit an employee to work “off the clock.” If you are asked to work “off the clock,” you must immediately bring the issue to Human Resources. No employees are permitted to work “off the clock” at any time. For the purposes of this policy, “off the clock” work is where an employee works for (Your Business Name) but does not accurately record his/her time on (Your Business Name)’ approved e-scheduling system. This includes time when an employee works before the scheduled start time of a session and any time when an employee works after the end time of a scheduled session.

(Your Business Name) administrative staff are only authorized to change an employee’s scheduled time record to accurately reflect the employee’s actual work hours. If you believe that a staff member has modified your time record to inaccurately reflect an employee’s work hours, again, you must immediately inform Human Resources of the alleged inaccuracy in writing.

No (Your Business Name) staff are permitted to require employees to sign any agreement or other statement of hours that falsely represents an employee’s time. Any staff member who does so is subject to discipline, up to and including termination.

It will be presumed that (Your Business Name) is accurately compensating an employee, unless the employee brings a timely complaint pursuant to this policy.

**Payment of Wages**

Paydays for employees will be bi-weekly, every other Friday, or the previous business day if the date lands on a holiday. Each paycheck will cover the period from the prior two (2) work weeks. Some contracted individuals, who are not employees of the company; or interns may be paid once a month; based on the submission of payment invoices and/or Company financial status at the time.

Employees are required to review their paychecks for accuracy and notify Human Resources immediately if there are any discrepancies.

**Salaries**

Salary ranges for each position are established by (Your Business Name)’ Executive Clinical Director, CFO, and Human Resources Director. Raises in salary are dependent upon available (Your Business Name) funds and are based on such things as merit, job performance and/or educational considerations.

All raises, unless associated with a promotion, will become effective the first day of the following pay period. No raise should be construed as an assurance of continued or long-term employment.

**Payroll Deductions**

State and federal laws require (Your Business Name) to make the proper deductions on your behalf. Amounts withheld vary according to your earnings, your marital status, and the number of your exemptions. Required deductions include: (1) Social Security (FICA); (2) Medicare; (3) federal income tax; (4) state income tax; (5) state disability insurance (SDI); and (6) paid family leave insurance (PFL). Voluntary deductions must be authorized by you in writing.

**Wage Garnishments**

(Your Business Name) complies with all legal requirements for payroll check garnishments. Employees are responsible for their own debts. Garnishments cause considerable paperwork and expense for (Your Business Name). Although we understand that a wage garnishment can happen to anyone, (Your Business Name) strongly encourages you to work out a financial problem before this situation occurs.

Because of the time and money involved in processing garnishments, there will be a $1.50 deduction taken from an employee’s wages for each payment made by (Your Business Name) on behalf of the employee pursuant to a wage garnishment order.

**Overtime**

Due to operational demands and workloads, (Your Business Name) may require an employee to work beyond his/her normal shift. (Your Business Name) will attempt to distribute overtime evenly and to accommodate individual schedules; however, when overtime is required, refusal to work overtime may result in discipline, up to and including termination. Although an employee will be given advance notice where feasible, this is not always possible. A non-exempt employee must have prior approval from his/her supervisor before any overtime can be worked. Non-approved overtime will be paid, but it may result in discipline, up to and including termination.

Salaried, exempt employees may have to work hours beyond their normal schedule, but will not be paid overtime. No paid compensatory time off will be authorized to salaried, exempt employees. (Your Business Name) will pay overtime at a rate of one and one half (1 ½) times employee’s regular rate of pay to non-exempt hourly employees for hours worked over forty (40) hours in a work week (Monday thru Sunday) or eight (8) hours in a work day. In addition, (Your Business Name) will pay one and one half (1 ½) times an employee’s regular rate of pay to non-exempt hourly employees for the first eight (8) hours worked by the employee on his or her seventh (7th) consecutive day of work in a work week (Monday thru Sunday).

(Your Business Name) will pay overtime at the rate of two (2) times an employee’s regular rate of pay to non-exempt hourly employees for hours worked over twelve (12) in a workday. (Your Business Name) will pay overtime at the rate of two (2) times an employee’s regular rate of pay to non-exempt hourly employees for hours worked over eight (8) by the employee on his or her seventh (7th) consecutive day of work in a work week.

Holiday and sick/vacation hours paid, but not worked, are not included in calculating overtime.

**PERFORMANCE & TRAINING**

**Performance Evaluations**

Employees will receive periodic performance reviews. The review will be conducted by your supervisor or manager who will discuss it with you. Your first performance evaluation will be after the completion of your introductory period (90 days). After that review, performance evaluations will be conducted annually, on or about the anniversary date of your employment with (Your Business Name). The evaluation will include a review of the following:

1. RBT status (if you are a Behavior Interventionist I or II);

2. Administrative and/or Client Evaluations (where applicable); and

3. Applicable performance documentation (e.g., previous evaluations, performance improvement plans, disciplinary actions, etc.)

The frequency of performance evaluations may vary depending upon length of employment, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations will include factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your behavior toward others. The performance evaluation should help you become aware of your progress, areas for improvement and objectives or goals for future work performance. Positive performance evaluations do not guarantee increases in salary, promotions or continued employment. Salary increases and promotions are solely within the discretion of (Your Business Name) and depend upon many factors in addition to performance. After the review you will be asked to sign the evaluation report to acknowledge that it has been presented to you and discussed with you by your supervisor, and that you are aware of its contents.

**Training**

We consider the training provided by (Your Business Name) to be among the best in the field, representing a significant additional benefit to our employees.

All employees are expected to participate in required training. Examples of training experiences that may be required include:

1. RBT Training;
2. Pro Act or CPI Training;
3. Positive Behavior Practices Training;
4. Quarterly In-Service Training sessions; and
5. Training provided by the professional staff of (Your Business Name) and/or professionals outside the agency.

**SEPARATION FROM EMPLOYMENT**

**Involuntary Terminations and Discipline**

Violation of (Your Business Name) policies and rules may warrant disciplinary action. (Your Business Name) has the right to discipline any employee whose performance does not meet expected standards or whose attitude or other conduct in or related to job performance is unacceptable or has or may have a detrimental effect on (Your Business Name), its goals and reputation, its service recipients or its employees.

(Your Business Name)’ corrective action procedure is intended to give employees advance notice, whenever possible, of problems with their conduct or performance in order to provide them with an opportunity to improve (where applicable). It is not meant to promise or create an inference that (Your Business Name) needs good cause to terminate its at will employment relationship.

Normally, our corrective action procedures consists of one or more verbal and/or written warnings before an employee is terminated for performance reasons. However, exceptions or deviations from the normal procedure may occur whenever (Your Business Name) deems it necessary or appropriate. Accordingly, circumstances may sometimes warrant immediate termination whether for misconduct, poor performance (including attendance), violation of standards of conduct or other reasons determined by management in its sole discretion to be sufficient to warrant such action.

Employee discipline may take any or all of the following forms; and may occur in the order deemed appropriate by (Your Business Name) management:

1. Verbal warning;
2. Written warning; and
3. Suspension - with or without pay (deductions are prohibited that are inconsistent with the salary test for a salaried employee who has exempt status).

Written warnings and suspension notices should be signed both by the supervisor/manager and the employee. The employee’s signature is not an admission of guilt, but merely acknowledges receipt of the notice. An employee’s refusal to sign a written warning acknowledging receipt will be considered insubordination. If an employee disagrees with the warning and desires to make comments, the employee is entitled to write these comments on the warning memorandum form.

(Your Business Name)’ discipline procedures in no way limits or alters the at will employment relationship. Remember that employment is at will (at the mutual consent of both yourself and (Your Business Name)) and that you or (Your Business Name) may end the employment relationship at any time, with or without cause. Further, (Your Business Name) can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing contained in these disciplinary procedures is meant to imply any contrary policy.

Exceptions or deviations from the normal procedure may occur whenever (Your Business Name) deems that circumstances warrant that one or more steps in the process may be skipped. Accordingly, circumstances may warrant immediate termination.

**Voluntary Termination**

All employment at (Your Business Name) is at will as set forth in our “At Will” policy above. Should an employee decide to resign, he/she should give (Your Business Name) as much advance notice as possible. An employee who wants to resign from his/her position with (Your Business Name) is requested to give at least two (2) weeks, and preferably four (4) weeks, advance notice in writing to Human Resources. Advance notice may be important to insure the welfare and safety of person served by (Your Business Name) and will affect an employee’s good standing with (Your Business Name) and eligibility for rehire consideration.

Resignation notices will be accepted immediately and cannot be rescinded once provided except by review and acceptance by Human Resources in extraordinary circumstances and only under the Executive Clinical Director or Human Resources Director in extraordinary circumstances and only under their sole discretion and judgement.

Circumstances may exist where (Your Business Name) will exercise its right to immediately accept an employee’s resignation and to accelerate the final date of employment. (Your Business Name) reserves its right to accept a resignation and recognize an employee’s termination date as any date it chooses between the date the resignation is submitted and the date designated by the employee as the last day of employment.

Any employee who fails to report for work at their starting time or who leaves work during the work day without giving prior notice to (Your Business Name) will be considered to have voluntarily quit unless a reasonable excuse is offered at the earliest possible time and accepted by (Your Business Name).

Exit interviews are requested to give the terminating employee an opportunity to provide feedback to (Your Business Name) to aid in our continuing effort to improve ourselves as an employer. At the time of the exit interview, an employee is expected to return all (Your Business Name) owned property (keys, cell phones, computers, tablets, etc.). Arrangements for clearing any outstanding debts that the employee might owe (Your Business Name) and for the employee to receive his or her final paycheck are also made at this time.

**Final Pay Check**

If an employee is terminated by (Your Business Name), the employee will be provided his/her final pay check at the time of termination. If an employee voluntarily resigns (including retirement), and provides (Your Business Name) with at least 72 hours notice, the employee will be provided his/her final pay check on the last day of work. If an employee resigns but fails to provide 72 hours notice, the employee will be provided his/her final pay check within 72 hours of notice. In all cases, final pay checks will be available to an employee at the main office location for (Your Business Name), unless the employee directs (Your Business Name) to deliver the check to him/her by mail. In such a case, the check will be mailed registered, certified, return receipt requested, to the most recent address that (Your Business Name) has on file for the employee or to any other address specified in writing by the employee.

**Severance Pay**

(Your Business Name) does not, as a matter of course, provide severance pay to employees who terminate employment, either voluntarily or otherwise.

**Reductions in Force**

(Your Business Name) reserves the right to change shifts, reschedule and/or reduce hours.

Under some circumstances, (Your Business Name) may need to restructure or reduce its workforce. If it becomes necessary to restructure our operations or reduce the number of employees, (Your Business Name) will attempt to provide advance notice, if possible, so as to minimize the impact of those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, (Your Business Name) will take into account, among other things, (Your Business Name) priorities, operation and requirements, the skill, productivity, ability and past performance of those involved and also, where feasible, the employee’s length of service.

**EMPLOYEE CONDUCT AND WORK RULES**

**Prohibited Conduct**

Whenever people are required to work together for any purpose, they need certain guidelines to govern their personal conduct and relations. (Your Business Name) considers work rules to be an important responsibility. They are a necessary part of managing the business so that employees can be treated fairly, and work safely and effectively. These rules apply to all employees.

The following conduct is prohibited and will not be tolerated by (Your Business Name). It is impossible to provide an exhaustive list of types of conduct that may result in disciplinary action. This list of prohibited conduct is illustrative only and contains some examples of conduct that may lead to imposition of discipline up to and including possible termination. Other types of conduct injurious to security, personal safety, the

welfare of an employee or person served, and (Your Business Name)’ operations also may be prohibited:

1. Abuse or exploitation of a person served;
2. Falsification of employment records, employment information, data on persons served, or other (Your Business Name) records;
3. Theft, unauthorized taking, deliberate or careless damage of any (Your Business Name) property or the property of any employee, person served or service setting;
4. Deliberate destruction of any (Your Business Name) property or the property of any employee, person served or service setting;
5. Removing or borrowing (Your Business Name) property without prior authorization;
6. Unauthorized use of (Your Business Name) equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours on (Your Business Name) property or other service settings;
8. Participating in horseplay or practical jokes on (Your Business Name) time or on (Your Business Name) premises;
9. Carrying firearms or any other dangerous weapons on (Your Business Name) premises or other service settings at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating or participating in a disruption of any kind during working hours on (Your Business Name) property or other service settings;
12. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
13. Using profane or abusive language directed toward a person served at any time;
14. Failure to notify a supervisor when unable to report to work;
15. Unapproved absence or lateness;
16. Failure to obtain permission to leave work for any reason during normal working hours;
17. Failure to observe working schedules, including breaks and meal times;
18. Failure to provide a physician’s certificate when requested or required to do so;
19. Unauthorized sleeping or malingering on the job;
20. Making or accepting personal telephone calls, texting or using social media at service settings, except in cases of emergency or extreme circumstances;
21. Working overtime without authorization or refusing to work assigned overtime;
22. Wearing extreme, unprofessional or inappropriate styles of dress or hair while working;
23. Violation of any safety, health, security, (Your Business Name) or service setting policies, rules or procedures;
24. Committing a fraudulent act or a breach of trust under any circumstances;
25. Unlawful harassment; and
26. Performance in a manner that adversely affects (Your Business Name)’ integrity, reputation, credibility or legitimate business interests.

This statement of prohibited conduct does not alter (Your Business Name)’ policy of at will employment. Either the employee or (Your Business Name) remains free to terminate the employment relationship at any time, with or without cause. Further, (Your Business Name) can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion.

**Punctuality and Attendance**

As an employee of (Your Business Name), you are expected to be punctual and regular in attendance. Regular and timely attendance is an essential function of every employee’s job. Any tardiness or absence may cause problems for your clients served, fellow employees, and your supervisor. When you are absent, your workload must be assigned to, and performed by others; just as you may occasionally be asked to assume the workload of others who are absent.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at their assigned work or service setting for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. You are expected to work until the scheduled quitting time. Unsatisfactory attendance, reporting late or quitting early, or patterns of absenteeism or tardiness (regardless of the nature), may result in disciplinary action, up to and including termination.

Employees are responsible for following and adhering to (Your Business Name)’ established absence and/or late protocols. Excessive absenteeism or tardiness (whether excused or not) will not be tolerated. Excessive absenteeism will be determined according to circumstances involved in each instance. Continuing patterns of absence or tardiness – regardless of the exact number of days – may warrant disciplinary action. Even one (1) unexcused absence or tardy may be considered excessive. Any employee who fails to report for work and does not call to notify scheduling staff of his/her absence (no call, no show), for 3 consecutive days; will be considered to have committed job abandonment and voluntarily resigned their position with (Your Business Name); unless a reasonable excuse is offered at the earliest possible time and accepted by (Your Business Name). Employees who are incarcerated or in custody and do not appear for work due to the incarceration or custody will be considered to have no called / no showed to work and the incarceration will not be considered a valid basis to have missed work.

(Your Business Name)’ attendance protocols are as follows:

* Sign in under “Therapist Signature” upon arrival to every work session before you start.
* Obtain parent/guardian signature (or other authority at session location) at the conclusion of every work session before leaving.
* If you are late to session, leave early, or stay late, contact the scheduling department so that your schedule can be adjusted accordingly.
* Contact the scheduling department with any and all session changes to include, but not limited to:
* Call out sick or parent cancellation
* Session reschedule
* Session time change

**ALCOHOL AND DRUG POLICY**

(Your Business Name) has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, customers and visitors. Being under the influence or using intoxicants while on the job poses serious safety and health risks not only to the user but to all those who work or come into contact with the user. The manufacture, possession, sale or distribution of an intoxicant in the workplace also poses unacceptable safety and health risks. Accordingly, it is the right, obligation and intent of (Your Business Name) to protect its employees, customers and visitors, and to safeguard (Your Business Name) property, equipment and operations by establishing and maintaining the following policy with regard to use, possession or sale of alcohol or other intoxicants in the work place. Employees may be disciplined, up to and including discharge without prior notice or warning, even for a first offense, for any of the following:

1. For reporting to work and/or working with the presence of intoxicants in their bodies

in any detectable amount;

2. For bringing intoxicants into the workplace;

3. For possessing or ingesting intoxicants in the workplace during working hours, including meal and rest breaks;

4. For involvement in the manufacture, sale, purchase, transfer, distribution or dispensation of intoxicants in the workplace/(Your Business Name) premises and/or during working hours, including meal and rest breaks; and

5. For providing false or misleading information about any of the foregoing with regard to themselves or others.

As used above, “workplace” includes any premises where an employee may be working on behalf of (Your Business Name). “Intoxicants” as used in this policy means any drug listed in 21 U.S.C. § 821 and other federal regulations, including, but not limited to, heroin, marijuana, cocaine, PCP and crack, narcotics, barbiturates, amphetamines and any other controlled substance other than those taken under the direction and prescription of a licensed physician. Intoxicants also include alcoholic beverages, legal drugs, whether or not taken under the direction and prescription of a licensed physician, to the extent that their ingestion may affect the safety of co-workers, (Your Business Name)’ persons served, members of the public, the employee’s job performance, or the safe or efficient operation of the (Your Business Name) facility.

**Please note that (Your Business Name) is not required to accommodate an employee’s use of medicinal marijuana.**

**(Your Business Name) Testing**

(Your Business Name) may require a blood test, urinalysis or other drug/alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol. “Reasonable suspicion” may be established by an accident which causes more than minimal property damage and/or an accident in which any person involved requires more than immediate first aid. Reasonable suspicion may also be established by physical and/or verbal altercation, a layperson’s opinion based upon specific personal observations concerning an employee’s appearance, behavior (including job performance) and body odors, unusual employee behavior, possession of drugs and alcohol, or other factors. An employee’s consent to submit to such a test is required as a condition of employment and the employee’s refusal to consent shall result in termination, even for a first refusal.

Employees involved in a work related injury (regardless of whether they are the victim or caused the injury) will be subject to mandatory post-accident drug testing.

**Prescription Drugs**

The legal use of controlled substances, such as prescription drugs prescribed by a licensed physician, or over-the-counter medications, is allowed. However, if an employee cannot do his or her job satisfactorily because of such substances, (Your Business Name) may require him or her to see a doctor, at (Your Business Name) expense. An employee may be terminated or obliged to take an unpaid leave of absence if the doctor concludes that he or she cannot do their job safely and efficiently because of the use of prescription or over-the-counter drugs.

**Workplace Violence**

(Your Business Name) is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, (Your Business Name) has established a policy that provides “zero tolerance” for actual or threatened violence against employees, persons served, customers, visitors, or any other person who has contact with employees in the course of their duties. Security and safety in the workplace is every employee’s responsibility. It is therefore essential that every employee understand the importance of workplace safety and security. In order to promote compliance with this policy and maximize our efforts to provide a safe and secure workplace that is free from violence, (Your Business Name), as part of its written Injury and Illness Prevention Plan, has established security measures and practices. This will assist employees and (Your Business Name) to make the workplace more secure, and to remedy any problems and workplace security hazards that are identified before they lead to injuries.

The welfare of our employees and the security of (Your Business Name) facilities require that every individual be aware of potential security risks. Immediately notify your supervisor or other supervisory staff if you see any person acting in a suspicious manner, in or around (Your Business Name) premises.

Every verbal or physical threat of violence will be treated seriously by (Your Business Name). Any such threat should be immediately reported to your supervisor or other supervisory/administrative staff. Where a violation of this policy is found to exist, (Your Business Name) will take appropriate corrective action.

In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be immediately sought. In such situations, the employee should immediately contact their supervisor or other supervisory/administrative staff and, if necessary and appropriate, law enforcement authorities by dialing 911.

An employee will not be discriminated against or retaliated against as a result of the employee making a truthful complaint or report about a credible threat of violence made against themselves, their family members, or other employees.

Full cooperation by all employees is necessary for (Your Business Name) to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their rights and obligations under this policy to the Human Resources Department.

**PERSONAL APPEARANCE STANDARDS**

Presenting a professional image is a standard expected of all (Your Business Name) employees. The image portrayed to our service participants, associates, and the community at large not only reflects (Your Business Name)’ expectations of its employees, but also the employees’ perception of their job and the people for whom they provide service. (Your Business Name) expects all employees to portray an image that is respectful of the individuals we serve, the work we do, and the field, in general.

Personal appearance standards should comply with generally accepted appearance in professional settings. Specifically, (Your Business Name) employees are expected to be neat, clean, and professionally dressed. Although some appearances may be acceptable if discrete, extreme styles, attire, or body ornamentation such as body piercing, tattoos, extreme hair styles or colors, excessive jewelry, or clothing styles are generally discouraged. Attire that may be a safety hazard for a service participant or an employee, or detrimental to (Your Business Name)’ public image must be avoided.

Because (Your Business Name) employees work in a variety of settings, expectations and guidelines for an employee’s appearance may vary in some instances. Specific guidelines may be necessary in certain work environments and will be left to the discretion of the Clinical and Human Resources Director, based on the specific work environment.

**BUSINESS CONDUCT AND ETHICS**

No employee may accept a gift or gratuity from any person served, parent or care provider, vendor or other person doing business with (Your Business Name) where it may give the appearance of influence regarding their business decision, transaction or service. Nominal gifts on appropriate occasions may be accepted but must be reported to administration. If gifts are excessive, they must be politely declined with reminders of the policy.

Individuals that have chosen to separate employment from (Your Business Name), either voluntarily or involuntarily, are expected to not engage in making derogatory or inflammatory comments about (Your Business Name), any of its employees, or any of its business practices to other clients or employees of (Your Business Name). Such individuals are also not to engage in the unethical practice of attempting to “lure away” any (Your Business Name) clients or employees by providing information about other organizations they may be departing (Your Business Name) for. This policy is in effect for active employees of (Your Business Name), who have not tendered a resignation, as well. Upon the conclusion of an investigation, any staff found to be in violation of this policy will receive disciplinary action, up to and including termination; even for a first offense.

**OPERATIONAL CONSIDERATIONS**

**Employee Theft**

In the event of a theft or unauthorized taking of property by an employee, or suspected theft, or possession of a firearm or other potentially dangerous item, we want to minimize the possibility of discipline based upon suspicion or subjective judgment. Therefore, (Your Business Name) reserves the right to conduct searches of employees, their personal belongings, and any (Your Business Name) furnishings or equipment utilized by employees whenever we deem it appropriate and/or necessary. An employee’s consent to searches is required as a condition of employment. An employee’s refusal to consent when requested by (Your Business Name) may result in disciplinary action, including termination.

If you believe that an employee or any other person is wrongfully taking something of value from (Your Business Name) or any of its employees or clients, you should immediately notify your supervisor and/or office administrative staff. Until your supervisor arrives on the scene, you should attempt to detain the person by engaging him or her in some kind of social or business conversation. Never attempt to forcibly detain a suspected thief, or accuse him or her of theft. If you are unable to detain the person, attempt to obtain an automobile license plate number or other identification.

In the event of a theft or unauthorized taking, (Your Business Name) will pursue both criminal and civil action to the full extent of the law.

**(Your Business Name) Property**

When an employee’s job assignment requires him/her to utilize a (Your Business Name) provided computer, tablet, or cell phone, the employee will be required to sign an agreement to reimburse (Your Business Name) for a portion of the replacement cost if the equipment is lost, stolen or damaged.

All work-related documents are the property of (Your Business Name).

(Your Business Name) provided voicemail, email, phones, and computers are to be used for business purposes only, and may not be used for personal business. These systems are maintained by (Your Business Name) in order to facilitate (Your Business Name) business. Therefore, all messages sent, received, composed and/or stored on these systems (even with offsite providers) are the sole property of (Your Business Name).

(Your Business Name) computers should not be used to access online databases or Internet services unless such access is for work-related purposes. (Your Business Name) understands that, on occasion, employees may need to conduct personal business using computing resources. Such use must be limited to break time and employees must not excessively use computing and network resources for personal reasons. Excessive use of computer and/or network resources includes but is not limited to listening to audio broadcasts (live or prerecorded) on the Internet, viewing video broadcasts (live or prerecorded), and downloading large data files for personal use. Access to computing and network resources from the Internet is strictly prohibited unless expressly authorized by the Executive Clinical Director.

Employees should have no anticipation of privacy with respect to (Your Business Name) provided voicemail, email, text-messages, instant messages, or any other computer or electronically based communications – regardless of whether such information is stored on (Your Business Name)’ systems or by an outside provider. (Your Business Name) reserves the right to monitor, access, and inspect computers, emails, voicemails, text messages, and other electronically stored documents and data that are used by employees whether on the premises or elsewhere, including but not limited to laptops, employee computers used to telecommute, PDAs, smartphones (including BlackBerries, iPhones, Android), portable “jump” or USB drives, host computers, file servers, workstations, stand alone computers, software, voicemail, fax transmissions, telephones of any type, and internal or external communication networks, and all other Electronic Communications. This may be done without notice to an employee and in the employee’s absence. Even when a message is erased, it may still be possible to retrieve it from a backup system. Therefore, employees should not rely on erasure of messages to guarantee that a message remains private. Nothing contained in this or any other materials generated by (Your Business Name), or any statement made by any employee of (Your Business Name), shall create an expectation of privacy to an employee’s Electronic Communication. Only the Executive Clinical Director / Owner of (Your Business Name) can modify this lack of expectation of privacy, and only then with a signed written notification. (Your Business Name) computers should not be used to access online databases or Internet services unless such access is for work related purposes.

(Your Business Name) understands that on occasion family members or others may need to leave personal messages on the voicemail system for an employee, and is willing to accommodate this to a limited degree. However, personal use of the voicemail system which interferes with an employee’s work performance will not be permitted.

Messages or communications on (Your Business Name)’ voicemail, email, or computer systems are subject to the same policies regarding harassment and discrimination as are any other workplace communications. Offensive, harassing or discriminatory content will not be tolerated by (Your Business Name). Content that is considered offensive includes, but is not limited to, any message which contains sexual implications, racial slurs, gender-specific comments, or any other statement that offensively addresses someone’s age, sex, sexual orientation, pregnancy status, marital status, religious or political beliefs, ancestry, national origin, citizenship or disability.

Notwithstanding (Your Business Name)’ right to retrieve and review such material, such material should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve any voicemail or email messages that are not addressed to them.

Employees are prohibited from using passwords without prior (Your Business Name) authorization and registration. The existence of a password on voicemail, email, or computer systems is not intended to indicate that the messages or other communications will remain private.

The email system should not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information, or similar matter without prior authorization from (Your Business Name).

Additionally, (Your Business Name) furnishings such as desks, cabinets, files and lockers are (Your Business Name) property and (Your Business Name) reserves the right to access these furnishings as well. Therefore, employees should have no anticipation of privacy with respect to any information stored or transmitted through the use of (Your Business Name) property or stored in (Your Business Name) property.

Prior authorization must be obtained before any (Your Business Name) property may be removed from the premises.

Employees are prohibited from loading any software onto a (Your Business Name) provided computer where such action would violate the software license. Employees are prohibited from loading any software onto a (Your Business Name) provided computer without express approval of their supervisor or administrative staff.

**Employee Privacy**

From time to time, third parties may seek your contact information for various purposes. (Your Business Name) understands and appreciates that you want to keep your personal contact information private from third parties. To that end, (Your Business Name) will not disclose your name, address, or other contact information to any third party – even if these third parties are purportedly acting on your behalf – without your prior authorization.

**Right To Observe Employees**

In our ongoing effort to achieve the highest level of business efficiency and customer service, (Your Business Name) reserves the right to observe employees throughout (Your Business Name)’ premises, either by way of direct observation or through the use of electronic devices. (Your Business Name) may install video cameras to monitor reception areas, work areas and/or other generally open areas where employees may be seen by others. Cameras may also be placed in “private” offices without employees’ knowledge and without employees’ permission. Therefore, employees should have no anticipation of privacy in the workplace, with the exception of restrooms and changing areas.

**Security**

The following security considerations are offered to help maintain a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits and service areas). Report any suspicious persons or activities to security. Secure your desk at the end of the day or when called away from your work area for an extended length of time and do not leave valuable and/or personal articles in or around your work area that may be accessible.

**Health and Safety**

All employees are responsible for their own safety, as well as the safety of others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. (Your Business Name) is committed to ensuring the safety of its employees and persons served.

In compliance with California law, and to promote the concept of a safe workplace, (Your Business Name) maintains an Injury and Illness Prevention Program. In compliance with Proposition 65, (Your Business Name) will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

We pride ourselves on safety. (Your Business Name)’ goal is to have no work-related injuries or illnesses. However, the reduction of accidents in our operations is only possible through a team effort involving both employees and (Your Business Name). Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

(Your Business Name) endeavors to take reasonable precautions in order to provide employees with a safe working environment. (Your Business Name) will provide all mechanical and physical facilities required for employee safety health. Injury prevention, however, is largely an individual effort, and all employees are expected to do their part to work safely. No employee is required to work at a job that is not safe or healthful. (Your Business Name) expects employees to do everything possible so as not to create conditions that can result in injury to themselves or others. If an employee observes an unsafe work condition, he or she should report it to his or her supervisor immediately.

**Telephone Policy**

Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Messages will be delivered to employees who receive urgent personal telephone calls. (Your Business Name) requires you to keep all personal phone calls to a minimum.

Employees should not accept or make cell phone calls or electronic/text (including social media) messages while on duty, unless the nature of their duties require such communications with clients/customers or other employees.

While on (Your Business Name)’ premises, regardless of whether you are on a break and regardless of whether you use (Your Business Name) equipment, (Your Business Name) may monitor employee telephone calls and employee electronic/text messages.

You should use your cell phone to make necessary personal calls during your break and meal periods.

**Recreational Activities**

(Your Business Name) sponsors recreational activities that are made available to employees and members of their immediate family. These activities include holiday parties and/or recognition gatherings. The purpose of these events is to promote friendship among employees and their families. All recreational activities are completely voluntary. (Your Business Name) will not be liable for the payment of workers’ compensation benefits for any injury which arises out of an employee’s participation in any off-duty recreational, social, or athletic activity which is not a part of the employee’s work-related duties.

**Advertising and Promotion**

Occasionally, (Your Business Name) may use your and other employees’ images, voices and/or likenesses in advertising or in other methods to promote its business. As a condition of employment and in consideration for continued employment, all employees agree to permit (Your Business Name) to photograph, publish, exhibit, reproduce, distribute, or otherwise use image, voice and/or likeness in connection with any (Your Business Name) product or service. Contact the Human Resources Director if you have any questions about this policy.

**Religion in the Workplace**

(Your Business Name) feels very strongly about employees’ freedom of religion, including the freedom to have no religion. To ensure that everyone feels comfortable in the workplace, (Your Business Name) will not permit discussion of religion in the workplace, on or off working time. This policy is not intended to detract from an employee’s support of a client’s own religious beliefs. This policy is not intended to preclude discussions of wages, hours, or working conditions and any such discussions are, as always, limited only by the (Your Business Name)’ non-solicitation policy.

**Solicitation and Distribution of Literature**

In order to ensure efficient operation of (Your Business Name)’ business and to prevent annoyance to employees, it is necessary to control solicitations and distribution of literature on Company property. (Your Business Name) has established rules applicable to all employees governing solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with Human Resources immediately.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on (Your Business Name) property.

**EMPLOYEE BENEFITS**

**Holidays**

(Your Business Name) observes the following ten (10) holidays:

New Year’s Day………………………….January 1

Memorial Day…………………………….Last Monday in May

Independence Day……………………..July 4

Labor Day……………………………………First Monday in September

Veterans’ Day………………………………November 11

Thanksgiving Day……………………………Fourth Thursday in November

Black Friday……………………………………..Friday Directly After Thanksgiving

Christmas Day…………………………………December 25

Day After Christmas…………………………December 26

All full-time, salaried employees that have successfully completed their 90 day introductory period are entitled to these ten (10) holidays as paid holidays per year. These holidays are unpaid for all full and part time, hourly staff. (Your Business Name)’ offices are closed and there are no therapy sessions provided on these days (with the exception of extenuating circumstances as determined by the CEO). Holiday observance exceptions will be announced as much in advance as possible.

When one of the (Your Business Name) holidays falls on a weekend, the deciding factor on if we observe the Friday before or the Monday after will be pre-determined by Human Resources when the annual payroll and holiday calendar is created at the beginning of the calendar year.

Although ten (10) holidays are observed by (Your Business Name), persons served may require services on these particular days, as requested by their parent or guardian. Therefore, employees may be asked to work on a holiday. This is an extenuating circumstance example that the CEO will make a determination on, with as much advance notice as possible.

(Your Business Name) does not provide a separate holiday pay rate for any employee. Any staff member scheduled to work on a holiday will do so at their regular rate of pay.

**Sick Leave**

In order to minimize the economic hardships that may result from short-term illness or injury, (Your Business Name) provides sick leave benefits to any employee who works in California. All eligible employees will be entitled to accrue sick leave as follows:

Full and part time, hourly employees will accrue one (1) hour of sick leave for every thirty (30) hours worked, including both regular and overtime hours. These employees may accrue no more than forty eight (48) hours of sick leave per year, regardless of the number of hours worked by an employee.

Full-time, salaried employees will be given twenty four (24) hours of sick leave upon the date of hire and on each anniversary date thereafter. Any time not used during the first year of hire will roll over to the following year to combine with the twenty four (24) hours given on the anniversary of hire date. These employees may accrue no more than forty eight (48) hours of sick leave in any given year upon receiving their new allotment of twenty four (24) hours.

Paid sick leave will be compensated as the same wage rate as the employee normally earns during regular work hours.

**Vacation Time**

Due to the intense nature of the work our staff perform at (Your Business Name), it is important for staff to take “down time” away from their job duties on occasion. To that end eligible employees are entitled to paid vacation time as follows:

All office/administrative staff, supervisors (not supervisor-trainees), and full-time salaried employees – all of whom have successfully completed their 90 day introductory period, will receive a week (40 hours) of vacation time; accrued at a rate of 1.54 hours each pay period. The maximum (cap) amount allotted is 40 hours. Once the assigned maximum (cap) is reached, no further paid vacation hours will accrue until some vacation hours are used. When some vacation hours are used, and the employee is below the maximum (cap), vacation hours will begin to accrue again. There is no retroactive grant of vacation hours for the period of time the vacation hours were at the cap.

Part-time, hourly clinical staff are not eligible for, and do not accrue, paid vacation hours. This does not mean that part-time, clinical staff may not request and take vacation time away from work. It simply means that due to the nature of the business that (Your Business Name) conducts, it is not feasible for the Company to provide paid vacation time to this group of employees. Part-time, hourly clinical staff are encouraged to request vacation time as needed; while avoiding being excessive in these requests.

All vacation requests must be written and received prior to approval by the Human Resources department and must be scheduled in advance around workload requirements. Every effort will be made to accommodate your request, subject, of course, to our staffing requirements. It should be recognized that in some cases it may be difficult to fit in vacation time and that vacations may be to be deferred. Please do not commit to travel plans prior to getting written approval for your requested vacation time.

**Time Off For Employees**

Time off for employees is provided in order for employees to have time away from work, either for health reasons, personal purposes, holiday or vacation. Therefore, if you are taking a day off work, either paid or unpaid, you are NOT expected to conduct any work, without express permission from Human Resources or the CEO.

**Medical/Dental Insurance**

(Your Business Name) offers medical health insurance for ACA Eligible Employees. If an employee selects one of the medical plans offered, (Your Business Name) will pay a portion of the employee only coverage equal to 50% offset by a premium co-payment through automatic pretax payroll deduction. However, there will be a substantial extra cost for family/dependent coverage, to be paid for by the employee, through automatic pretax payroll deduction.

Eligibility for this program begins on the first day of the month following the completion of sixty (60) days of employment for staff that are hired as full-time employees; and on the first day of the month following meeting the eligibility requirement of working at least 130 hours per month for two (2) consecutive months in a row for staff that start out as part-time employees.

All employees participating in one of (Your Business Name)’ medical healthcare plans are required to make a premium co-payment through pretax payroll deduction.

(Your Business Name) also offers dental and vision insurance to all employees who meet the same eligibility requirements for medical insurance. However, the Company does not contribute toward the premium payment for either employee or family/dependent coverage. The total cost of dental and/or vision coverage must be paid for by the employee, through automatic pretax payroll deduction.

(Your Business Name) also offers supplemental insurance through Colonial. This coverage is paid for by the employee through an automatic payroll deduction. This is available to all staff, regardless of eligibility for medical insurance. If you are interested in enrolling in supplemental insurance after successful completion of your 90 day introductory period, contact Human Resources.

Federal and state law (COBRA) provides that in case of termination of employment, or certain other events, an employee and his or her family members may be able to continue group insurance coverage by paying the monthly premium themselves. Further information will be provided to you in case of termination of employment.

**Disability Insurance**

As an additional benefit, employees are covered under a state disability plan known as SDI. This insurance provides low cost disability protection if illness or injury not caused by the job prevents you from working.

All employees are eligible and pay for this program.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this section of the Handbook or for testifying in a disability proceeding.

Specific rules and regulations governing disability are available from the Human Resources department.

**Paid Family Leave Insurance**

All employees are covered under the state’s paid family leave insurance plan (PFL). This program provides up to six (6) weeks of partial pay in any 12 month period to an employee who is eligible under the Family Medical Leave Act, the California Family Rights Act, or any Company policy, to take time off work to care for a seriously ill parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild or sibling, or to take time off to bond with a newborn child or a newly placed adopted or foster child. PFL does not create any additional rights to time off of work.

PFL is funded by an employee payroll deduction, according to law. PFL benefits are paid to an employee by the state.

If available, an employee will be required to use up to two (2) weeks of accrued, unused sick and/or vacation hours before receiving any PFL benefits.

**Unemployment Insurance**

If your employment terminates, you may be eligible to receive unemployment insurance. In most cases, you must file a claim in order to collect this benefit. Should such a situation arise, you should inquire about unemployment insurance at the time of your separation from service.

No action will be taken against any employee in any manner for testifying in an unemployment insurance proceeding.

**Social Security Insurance**

All employees are covered by the Social Security Law and are subject to taxes under the Federal Insurance Contribution Act (“FICA”). A deduction is made from your gross earnings in accordance with the law as your contribution to Social Security. (Your Business Name) contributes an amount equal to your deduction.

**Workers’ Compensation Insurance**

(Your Business Name) furnishes workers’ compensation insurance coverage at its expense. Workers’ compensation insurance is intended to provide medical care and pay for lost time resulting from injuries on the job and those illnesses caused by your work. If you are injured on the job, report the injury, no matter how minor, to your supervisor immediately. Failure to timely report an injury may jeopardize your rights to certain benefits.

(Your Business Name) or its insurer will not be liable for the payment of workers’ compensation benefits for any injury that arises out of an employee’s voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee’s work-related duties, even if sponsored by the Company.

All employees should remember that workers’ compensation fraud is a felony in California, punishable by up to five (5) years in state prison and a fine of up to $150,000.00. When an employee makes a workers’ compensation claim knowing that the injury or illness is not work related, it is a felony. When an employee allows a doctor, therapist or attorney to use the claim to make money by exaggerating the need for treatment or other benefits, it is also a felony. Workers’ compensation fraud costs companies tens of thousands of dollars every year – money that could otherwise benefit hard-working employees. (Your Business Name) will take all actions necessary to prosecute cases of workers’ compensation fraud.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this section of the handbook.

**Retirement Plan**

(Your Business Name) provides a 401(k) plan for eligible employees in order to assist in planning for their retirement. For information regarding eligibility, contributions, benefits and tax status, contact the Human Resources Department. All eligible participants will receive a summary plan description.

**Summary Statement**

(Your Business Name). may unilaterally modify or revoke the policies/procedures in whole or in part from time to time, with or without notice to the Employees.  Accordingly, this information does not constitute a contract, it is not a guarantee of employment, and it does not guarantee that the policies/procedures as deemed necessary to conduct business are all inclusive.  The only policy not subject to change is the Company’s employment-at-will policy, which may be changed only in writing signed by the Company Director/CEO.  This Handbook, any other material provided to you by the Company, as well as verbal statements made by any Company Employee, do not alter the employment-at-will relationship nor does this Handbook, or any other material or verbal statement create a contract of any kind or a guarantee of employment.