



This is the first 16 pages of our 34-page attorney drafted 2009 California employee handbook for both hourly and salaried employees. This is the ideal length for a California employee handbook as recommended by most attorneys. You may order our handbook by phone at 1-800-524-7116 (9:30-8:00 CST) or online 24 hours a day at: www.CAbusinessforms.com

Our employee handbook has been drafted specifically for California by a licensed California business and employment attorney.

[Important Note: Replace each occurrence of “Your Company Name” in this manual with your company’s name. You may also choose to replace each occurrence of “Company” with your company’s proper name, although doing so is not necessary. Your word processing program’s find and replace feature may be helpful in this regard. If you are a sole proprietorship, you should use your fictitious business name (also known as a “DBA”), if any; otherwise your name is the “company” name.]

Be sure to specify your company’s county where indicated in Section 8 - Arbitration, and customize the other entries surrounded by brackets, as well. Make sure all generic bracketed material and red text has been deleted, including this page in its entirety, before distributing the manual to your employees. Such information is for your internal use only, not for employees. Be sure to read through the manual and delete or change any provisions that do not apply to your company; failure to do so may result in a binding contract between you and your employees with terms that are unintended or inappropriate for your business. In certain places, the employee manual provides guidance as to what the law requires you to do in certain circumstances – familiarity with these requirements is another reason to read through the manual carefully.

[Important Note: Federal and state rules and regulations are constantly changing, so it is important to review and update an Employee Manual regularly. This employee manual is intended for use by private, non-government, non-unionized employers only.]

[Your Company Name]
EMPLOYEE MANUAL

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(1) Welcome Message from the President

Dear Employee,

Welcome to [Your Company Name]!

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

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

This Employee Manual, inclusive of an Acknowledgement Form, sets forth the general administrative policies, goals, and benefits of [Your Company Name] and replaces and supersedes any prior manual(s). The contents of this Manual are confidential and are not be distributed to or shown to anyone else inside or outside the Company. This Manual remains the property of [Your Company Name] and must be returned upon request.

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

To your success at [Your Company Name].

Sincerely,

[President Name]

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

(2) Company Operations

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

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

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

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

[Address(es)]

[Phone Number(s)]

[Fax Numbers(s)]

[Email Address(es)]

[Hours of Operation]

[Security / Gate / Alarm codes]

(3) Equal Opportunity; Immigration Law

3.1. Equal Opportunity Statement

Company is an equal employment opportunity employer and does not discriminate against employees or job applicants on the basis of race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies.

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

[**Note:** Most government contractors and recipients of federal funds are obliged to have equal employment and affirmative action plans stated in writing. Affirmative action by California employers is generally prohibited by Proposition 209.]

3.2. Immigration Law Compliance

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

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

3.3 Americans with Disabilities Act Compliance

Company adheres to the Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act and makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. The ADA/FEHA require employers to provide a reasonable accommodation to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to the employer.

An individual with a disability is a person who:

- (1) Has a physical or mental impairment substantially limiting one or more major life activities; or
- (2) Has a record of such impairment; or

(3) Is regarded as having such an impairment (however, no reasonable accommodation is required in this instance).

A qualified individual is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of position, and who, with or without a reasonable accommodation, can perform the essential functions of the position. We are committed to providing a reasonable accommodation to the known physical or mental limitations of such individuals so they can perform the essential functions of a job, unless the accommodation would create an undue hardship.

If you need an accommodation under the ADA/FEHA, you should immediately notify Company.

(4) Policies and Rules

4.1. Employment – Classification

As an employee of Company, you are an “employee at will”. This means that either you or Company may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice. We request that whenever possible, as a courtesy, you provide two weeks’ advance notice of your intention to quit, so that we may plan accordingly.

Any information outlined in this Manual or in any other Company document, except a written employment contract executed by the parties thereto (in which case, how and when a termination or resignation may occur will be controlled by the terms of such employment contract), does not modify the employment at will policy and should not be interpreted to mean that termination will occur only for “just cause”. This Manual does not create an express or implied contract of employment for a definite and specific period of time between you and Company, or otherwise create express or implied legally enforceable contractual obligations on the part of Company concerning any terms, conditions, or privileges of employment. Except for an employment contract, any documents or statements, written or oral, prior, current, or future, that conflict with the employment at will policy are void.

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

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

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

Provisional Employee is an employee who has not yet completed the ninety (90) day provisional period after first being hired, as detailed in Section 4.15 of this Employee Manual. At will employment remains at will upon the completion of the provisional period.

Exempt Employee is generally an employee who is an executive, professional, administrator, outside salesperson, or manager. Exempt employees are generally paid a salary, without overtime.

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

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

4.2. Confidentiality

As the result of your employment at Company, you will acquire and have access to confidential information belonging to Company of special and unique value. This includes such matters as Company's trade secrets, personnel information, suppliers, procedures, cost of merchandise, sales data, price lists, financial information, records, business plans, prospect names, business opportunities, confidential reports, customer lists and contracts, as well as any other information specific to Company.

As a condition of employment, you must and hereby do agree that all such information is the exclusive property of the company, and you will not at any time disclose to anyone, except in the responsible exercise of your job, or to a government or law enforcement agency when you reasonably believe the information discloses a violation of a state or federal law or regulation, any such information whether or not it has been designated specifically as "confidential". Signing a separate confidentiality agreement further clarifying this policy at Company's requests is also a condition of your continued employment with Company.

If you are ever unsure of your obligations under this policy, it is your responsibility to consult with your supervisor for clarification.

4.3. Personal Information and Employee Records

It is important that the personnel records of Company be accurate at all times. In order to avoid problems with your benefit eligibility, tax liability, or our ability to communicate with you regarding shift changes and the like, Company requires that you will promptly notify your supervisor or human resources representative of any change in your name, home address, telephone number, number of dependents, or any other information pertinent to your employment with Company.

Your personnel records will be kept by Company in California. At any time during your employment or thereafter, you have the right upon request to inspect your personnel file relating to your performance or to any grievance as maintained by Company at your work place. At any

time during your employment and for two (2) years thereafter, you have the right to a copy of your payroll records as maintained by Company. Within twenty-one (21) days of your request, we will provide you with a copy of such records; we will charge you the actual cost of the reproduction of the records.

4.4. Attendance and Punctuality

Company believes that a good record of attendance and punctuality is an essential component of good work performance. You are expected to be at your workstation, dressed appropriately and ready to work, by your scheduled start time. If, for any reason, you are unable to report for work on time, or unable to remain at work until the end of your shift or normal work day, you must notify your supervisor directly before your regular starting time.

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

4.5. Dress Code

As an employee of Company, you must maintain a clean, neat appearance when reasonably possible. Your attire should be consistent with the type of work you are performing and with safety considerations. Any required uniform and/or safety equipment will be provided to you at Company expense, but it is your responsibility to keep such uniform clean and laundered.

Management, sales personnel, and those employees who come in contact with the public, are expected to dress in professional business attire that reflects the image Company seeks to project. Good personal grooming and hygiene are also essential and should contribute to a professional appearance.

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

4.6. Work Hours, Reporting and Overtime Pay

Nonexempt (Hourly) Employees:

The normal work day is eight (8) hours, and forty (40) hours and represents a normal work week, commencing 12:01 AM Monday and ending on midnight on the following Sunday. While you are generally expected to work the number of hours stated above, Company does not guarantee that you will actually work that many hours in any given day or week.

When you are scheduled to work as a nonexempt employee, in some circumstances you will be paid reporting time at your regular hourly rate for a portion of the time you were scheduled to work, but were unable to do so, due to lack of available work. When you are scheduled to work,

and there is no work available, you will be sent home and paid one-half of the number of hours you were scheduled to work, less any amount you actually worked and were paid for, with a minimum of two (2) and a maximum of four (4) hours of pay. If you are sent home for lack of work and later called back into work that same day, you will be paid for two (2) hours of work at your regular rate if there are two (2) or less hours of work available at that time.

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

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

For hourly employees, overtime work is only performed when approved in advance by your supervisor. Working overtime without prior approval may result in disciplinary action, up to and including termination. You are expected to work necessary overtime when requested to do so, and you will receive time and one-half regular pay for time worked exceeding forty (40) hours in any given work week or eight (8) hours in any given work day. You will be paid double-time for working over twelve (12) hours in any given work day, and for working in excess of eight (8) hours on the seventh work day or any work week.

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

Exempt (Salaried) Employees:

The normal work day is eight (8) hours, and forty (40) hours and represents a normal work week, commencing 12:01 AM Monday and ending on midnight on the following Sunday. While you are generally expected to work the number of hours stated above, Company does not guarantee that you will actually be able to perform all of your work duties in this amount of time. You are expected to put in the amount of time over 40 hours per week necessary to complete your job duties and occasionally, substantial extra work may be required. If you are overburdened with

work and unable to complete your assignments with a moderate amount of additional work each week, please speak to your supervisor; however, with more responsibility and increased pay, usually comes a greater work load and more time spent working.

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

[**Note:** California and some localities including the City of San Francisco have overtime and minimum wage laws that vary from federal law, and provide more pay or different treatment of hourly employees when compared to federal minimums. When there is a conflict, the employer must apply the higher rate. Unless a higher local rate is in effect, California minimum wage is \$8.00 per hour, effective January 1, 2008.]

4.7. Time Clock and Time Cards

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

Alternatively, your supervisor may require that you keep track of your days at work, and your vacation time and other time off, on a time sheet, or that you report these items to your supervisor or other Company representative, who will track them for you.

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

The work week commences 12:01 AM Monday and ends on midnight on the following Sunday. A new time card or time sheet should be used for each period and your card or sheet for the prior period submitted promptly to your supervisor.

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

4.8. Lunch Period and Breaks

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

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

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

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

4.9. Safety and Accident Rules

Safety is a priority at Company. Company strives to provide a clean, hazard-free, and safe environment in accordance with the Occupational Safety and Health Act of 1970 and Cal/OSHA.

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

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

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

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

4.10. Smoking

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

4.11. Use of Company Property

Company will provide you with the necessary equipment to do your job. None of this equipment should be used for personal use, nor should any equipment be removed from Company work premises unless approved by your supervisor. This includes Company vehicles, telephones, and two-way communication equipment.

Any items or packages taken out of the work place are subject to inspection at any time. Likewise, any personal desk, filing cabinet, locker, or storage space provided to you in also subject to inspection at any time.

Personal telephone calls are not to be made using Company phones or on Company time, unless authorized by your supervisor. Any authorized personal calls should be kept to a minimum and made at a time that does not interfere with your or your co-workers' job performance.

Use of Company's stationery, office supplies, or postage for personal use is strictly prohibited.

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

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

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

Employee use of Company computers, printers, peripherals, and electronic equipment is for job-related or approved activities only. Inappropriate use of company computers, which may be defined from time to time at the discretion of Company, may subject you to discipline, up to and including termination.

Inappropriate use includes, but is not limited, to the following:

- A. Use of Company computers to send or receive messages, pictures, or computer files which are illegal, pornographic, sexist, racist, harassing, or discriminatory. If you receive such material, you should notify your supervisor immediately.
- B. Loading software that is not approved in advance by your supervisor.
- C. Making illegal copies of licensed software.
- D. Using software that would provide unauthorized access to Company's computers or would disrupt our equipment in any way.
- E. Using Company computers, printers, or email for personal and/or non-Company related use, unless authorized by your immediate supervisor.

Any message or file created, or emailed using any Company computer is the property of Company. You should have no expectation of privacy or confidentiality in any message or file

that is created, stored, or sent using the computers or other communication equipment belonging to Company, and Company reserves the unilateral right to review, monitor, access, audit, intercept, copy, print, read, disclose, modify, retrieve, and delete any work you do on a Company computer, including email.

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

If provided, Internet access is likewise strictly for business purposes. Company reserves the unilateral right to review, monitor, access, audit, intercept, and disclose an employee's use of the Internet at any time, with or without notice, and with or without an employee's permission. You should have no expectation of privacy or confidentiality with respect to any use of the Internet at work.

4.13. Substance Abuse Policy

Company takes seriously the problem of drug and alcohol abuse and is committed to providing a work-place free of such substances. This Substance Abuse Policy applies to all employees of Company.

No employee is allowed to consume, possess, sell, or purchase any alcoholic beverage on any property owned by Company, or in any vehicle owned or leased by Company. No employee may use, possess, sell, transfer, or purchase any drug or other controlled substance that may alter an individual's mental or physical capacity while working for Company. The exceptions are over-the-counter pain relievers and the like, used as intended and directed, and any other drugs that have been prescribed to you, and which are being used as prescribed by your doctor.

Company will not tolerate employees that are impaired by or under the influence of alcohol or drugs while working.

In cases where the use of alcohol or drugs poses a threat to the safety of other people or property, you must report the violation. Employees who violate our Substance Abuse Policy will be subject to disciplinary action, up to and including termination.

As a part of Company's policy to ensure a drug and alcohol free workplace, within the limits of applicable federal, state, and local laws, Company reserves the right, in its sole discretion, to test for drugs and alcohol at its own expense. Some such situations may include, but are not limited, to the following:

- A. In conjunction with an offer of employment with Company;
- B. Where there are reasonable grounds for believing an employee is under the influence of alcohol or drugs;
- C. As part of an investigation of any accident in the workplace in which there are reasonable grounds to suspect alcohol and/or drugs contributed to the accident;

- D. On a random basis, where allowed by statute;
- E. As a follow-up to a rehabilitation program, where allowed by statute;
- F. As necessary for the safety of employees, customers, or the general public where allowed by statute.

All tested employees will be able to receive a copy of the laboratory results that certify the results or the testing done. It is a condition of your employment and continued employment with Company that you comply with the Substance Abuse Policy.

[Note: The following paragraph does not apply and should be deleted from this manual for employers of less than 25 employees.]

Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, so long as this does not pose an undue hardship to Company. Company reserves the right to refuse to hire or to terminate the employment of any employee who, because of his or her current use of alcohol or drugs, is unable to perform his or her work duties, or cannot perform his or her duties in a manner which would not endanger the employee's health or safety, or the health or safety of others.

4.14. Harassment and Discrimination Policy

Company is proud of its work environment in which all employees are treated with respect and dignity. It is our policy that all employees have the right to work in an environment free from any type of illegal discrimination or harassment, including racial and sexual harassment. Any employee found to have engaged in any form of discrimination or harassment, whether verbal, physical, or arising out of the work environment, and whether in the work place, at work assignments off-site, at Company-sponsored social functions, or elsewhere, is unacceptable and will not be tolerated.

Company's general harassment policy is designed to ensure that all individuals can work in an environment that promotes equal opportunities and prohibits discrimination and harassment on the basis of race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, sexual orientation, or any other status or condition protected by applicable federal, state, or local laws.

Remember, Company is a multi-cultural firm and we must all be sensitive to and tolerant of the background of others. When in doubt, don't say it or do it.

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