

**Disclaimer:** *This is for reference and any legal document should be reviewed by legal council*

### Employee Handbook Example

Includes:

Criminal background check

## **Introduction to Company & Values**

Welcome to ABC Company!

Founded in 2012, ABC is aiming to be the premier, boutique social media marketing firm in Charlotte. Founded by James Smith, we pride ourselves in being a workplace that works hard, has fun, and serves our clients with A+ quality every day.

What is important to being a part of the team at ABC Company?

We believe in:

- Continuous Improvement- Both for our own professional development and for the services we provide our clients, becoming an ever better version of ourselves and for our clients is important to the very core of ABC Company. We want to improve and innovate constantly and consistently, this is a core value that is important to the organization and our success.
- Rolling Up Sleeves- No matter your level in the organization, you're willing to dive in head first to get work done and support the team. No one is above lending a hand and ensuring what needs to get done to achieve success is done.
- Transparency- We believe in being honest with our clients and with ourselves in order to become the best people, co-workers, and advisors to our clients that we can be.
- Creativity- Our clients rely on our ability to be creative, to think "outside of the box", and to deliver winning solutions. Being creative at ABC Company is a core value and should be fostered on a personal and professional level.
- Craftsmanship- Our work is our art and we want to apply attention to detail, pride, and the highest quality behind every client account and company project we work on.
- Experiences- Learning by experience is the way we grow. We shouldn't be afraid of failure if we're trying, learning, and moving forward. We should push ourselves to try new things both personally and professionally.

ABC Company's policies may change at any time, and staff employees are expected to comply with the most current versions. To the extent this Handbook conflicts with any

applicable company policy, the policy will govern. If you have questions concerning this Handbook or a policy, consult your supervisor for clarification.

## **Non-Disclosure Agreements (NDAs) and Conflict of Interest Statements**

### Non-Disclosure Agreements (NDAs)

#### Purpose:

To identify information that is considered confidential and to establish guidelines for the use of confidential information for ABC Company's employees & contractors.

#### Policy:

Employees & contractors must not misuse confidential information, including internal and client information and communications. It is a condition of employment that the employee signs the ABC Company's Confidentiality and Intellectual Property Assignment Agreement, which will be provided under separate cover.

#### Definitions:

Confidential information generally consists of non-public information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk of criminal or civil liability, or damage the person or entity's financial standing, employability, privacy or reputation. The Company is bound by law or contract to protect some types of confidential information, and in other instances the Company requires protection of confidential information beyond legal or contractual requirements as an additional safeguard. Confidential information includes but is not limited to:

- Payroll records, salary and non-public benefits information
- Social Security numbers, driver's license numbers, state identification card numbers
- Credit and debit card information, and financial account information
- Personnel records, including but not limited to information regarding an employee's work history, credentials, salary and salary grade, benefits, length of service, performance, and discipline
- Individual conflict of interest information
- Computer system passwords and security codes

- Information regarding client accounts including client information
- ABC Company's internal business plans, tools, products and digital strategy methods

## Conflicts of Interest

The Company understands that its staff employees may have or be involved in outside financial, business, professional, academic, public service, or other activities. However, outside activities or commitments, familial or other relationships, private financial or other interests, and benefits or gifts received from third parties may create an actual or perceived conflict of interest between the staff employee and the Company. A conflict of interest is a situation, arrangement, or circumstance where the staff employee's outside or private interests or relationships interfere or appear to interfere with those of the Company or cast doubt on the fairness or integrity of the Company's business dealings. Every staff employee is responsible for disclosing to his or her supervisor, any financial or personal interests, activities, or personal or familial relationships that create an actual or perceived conflict of interest.

### Purpose:

The purpose of this policy is to establish guidelines for conflicts of interest or commitment that might arise in the course of staff employees' duties and external activities. This policy does not seek to unreasonably limit external activities, but instead seeks to emphasize the need to disclose conflicts and potential conflicts of interest and commitment, to manage such conflicts and to ensure that the Company's interests are not compromised.

As a basic condition of employment, all Company staff employees have a duty to act in the Company's best interest in connection with matters arising from or related to their employment and other Company activities. In essence, this duty means that staff employees must not engage in external activities that interfere with their obligations to the Company, damage the Company's reputation, compete with the Company's interests, or compromise the independence of the Company's research and business activities, or can reasonably be seen as doing so. Staff employees likewise must not profit or otherwise gain advantage from any external activity at the Company's expense or engage in external activities under circumstances that appear to be at the Company's expense.

### Policy:

Staff employees must disclose and avoid actual and perceived conflicts of interest or commitment between their Company responsibilities and their external activities. Depending on the circumstances, employee participation in activities in which a conflict or perceived conflict of interest exists may be prohibited or may be permitted but affirmatively managed.

## **Anti-Discrimination Policies**

ABC Company provides equal employment opportunities to all employees, applicants, and job seekers, and is committed to making decisions using reasonable standards based on each individual's qualifications as they relate to a particular employment action (e.g., hiring, training, promotions). No person shall be discriminated against in employment or harassed because of race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, age, status as an individual with a physical or mental disability unrelated to ability, protected veteran status, military status, unfavorable discharge from military service, citizenship status, genetic information, marital status, parental status, ancestry, source of income, credit history, housing status, order of protection status, actual or perceived association with such a person or other classes protected by law. This policy includes the commitment to maintaining a work environment free from unlawful harassment.

Under this policy, no employee or applicant shall be subject to retaliation (including harassment, intimidation, threats, coercion or discrimination) because he/she has engaged, in good faith, in the following activities: (i) filing a complaint under this Policy with the Company, or with federal, state or local equal employment opportunity agencies; (ii) assisting or participating in an investigation or other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action law; (iii) opposing any act or practice prohibited by this Policy or federal, state or local equal employment opportunity or affirmative action law; or (iv) exercising any other right protected by federal, state or local equal employment opportunity or affirmative action law. Staff employees and applicants for staff jobs should immediately bring any complaint or retaliation under this Policy to the business owner.

ABC Company complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with such regulations and guidance including the Americans with Disabilities Act (ADA) as amended. Employees with any questions or requests related to these laws and guidelines, including the ADA as amended, should contact the Company's ownership.

## **Compensation**

## Required deductions for federal and state taxes

As an employee of ABC Company, there are certain required deductions from the federal government that are mandatory and must come out of our employees' paychecks.

They are:

- Social security
- Medicare
- Federal withholding taxes
- State withholding taxes
- Garnishments/ child support as ordered by the law

## Voluntary deductions

Voluntary deductions from an ABC Company's employee paycheck can include participation in benefits programs deductions. These are elective deductions.

## Other deductions

The Company may make deductions from an employee's pay for:

- Full day absences for personal reasons or sickness if vacation/sick leave has been exhausted
- Any days not worked in the initial and final weeks of employment
- For hours taken as unpaid leave

## Overtime pay

Employees of ABC Company are considered to be exempt from overtime.

Exempt status as classified by the FLSA is for those employed in professional roles, such as those at ABC Company, with a salary (versus an hourly wage).

Non-exempt status is reserved for hourly workers, and they are eligible for overtime.

If you have questions on your status, please ask your supervisor.

## Pay schedules

Employees at ABC Company are paid on a bimonthly basis on the 15th and 30th. If a pay day shall fall on a Saturday, Sunday, or bank holiday, the employee will be paid on the Friday prior.

## **General Employment Information**

### Probationary periods

The probationary period is a time for you to learn about your job and become familiar with ABC Company. During this time, your supervisor will explain Company policies and procedure, your job duties, and your performance expectations. Your performance will be closely evaluated by your supervisor to ensure that you understand and are able to meet the performance expectations. The probationary period is considered to be the employee's first 90 days. Probationary periods may be extended or reenacted on a case by case basis.

### Resignation procedures

If you decide to terminate your employment, it is recommended that you give at least a two-week notice to your supervisor in order to maintain a mutually respectful relationship. All resignations must be submitted in writing (email) to the Company Owner.

## **Computers and Technology**

The Company's information technology systems and the information served by those systems are valuable and vital assets to the Company. The Information Systems Security Policy includes all computer systems (hardware and software), communication systems (networks, telecommunications, video, and audio broadcast systems), and information (processes, documents, data, text images, etc.) in any form on any media.

The Company's information technology systems and data that reside on them are Company property and may only be used in compliance with applicable law and Company and department policy. As a user of information resources, you are responsible for knowing about appropriate and ethical use of information in all environments you access, protecting the information you are using from corruption or unauthorized disclosure, working in such a manner as to consider the access rights of others, and following applicable guidelines concerning the use and nondisclosure of passwords and other means of access control.

The Company has the right to monitor all of its information technology system and to access, monitor, and intercept any communications, information, and data created, received, stored, viewed, accessed or transmitted via those systems. Staff employees should have no expectation of privacy in any communications and/or data created, stored, received, or transmitted on, to, or from the Company's information technology systems.

## **Leave Policies**

ABC Company provides the following kinds of leave after the employee has completed their 90 day probationary period. Any leave prior to 90 days will be up to the discretion of management to approve on a case-by-case basis.

All leave is on a use-it-or-lose it basis that resets on January 1st of each year.

### Vacation Leave

ABC Company defines "vacation leave" as leave needed for personal trips such as vacation, birthdays, weddings, etc. ABC Company provides the following amount of vacation time for employees unless otherwise specified in their employment agreement:

0-3 years tenure = 10 days or 80 hours

4-5 years tenure = 15 days or 120 hours

6+ years tenure = 20 days or 160 hours

Vacation leave should be requested in advance through our payroll system under your employee account.

### Sick Leave

ABC Company complies with local, state and federal laws for sick leave.

In accordance, we offer 5 days of paid sick leave annually to all employees. Sick leave can be used for personal illness or for caring for the illness of a family member.

After 2 consecutive days of sick leave, ABC Company reserves the right to request proof of illness.

Sick leave should be requested by 8 am on the day in question via email or phone call to your supervisor (please note: text messages do not suffice).

As a company that is under 50 employees, please note that we are not required to comply with the Family Medical Leave Act (FMLA). However, we view everyone at ABC as a family and should a situation come up where up to 12 weeks of unpaid leave might be required for a personal or family medical issue, we will review providing unpaid leave or flexible working arrangements on a case-by-case basis for employees in good standing.

### Bereavement Leave

ABC Company offers up to 3 days or 72 hours for bereavement leave for employees with an additional 1 day or 8 hours for funerals that require travel of over 100 miles.

ABC Company reserves the right to require proof of need for bereavement leave.

### Paid Holidays

ABC Company provides the following paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day & the Friday after Thanksgiving
- Christmas Day

It is up to the management's discretion to have spontaneous half days on days like Wednesday before Thanksgiving, Christmas Eve, Good Friday, etc. These will be announced 2 weeks prior.

If a holiday falls on a weekend, the Friday before or Monday after will be provided as the day off instead.

## **Progressive Disciplinary Policy**

Corrective action is a process designed to identify and correct problems that affect an employee's work performance and/or the overall performance of the department. The

progressive corrective action process should be handled consistently within each unit and for each problem.

## Guidelines

The Progressive Corrective Action Process refers to the following actions:

- Counseling or verbal warning;
- Written reprimand and warning;
- Suspension;
- Suspension pending investigation and final determination;
- Specific warning of discharge; and
- Discharge.

Depending on the situation, any step may be repeated, omitted, or taken out of sequence; however, the Company reserves the right to effect immediate termination should the situation be warranted. Each case is considered on an individual basis.

Typically, a preliminary meeting is held with the employee to allow the employee an opportunity to understand the nature of the concern and to explain his/her position on the matter. If necessary, the corrective action documentation would then be put together which would summarize the issue, taking into account any additional information the employee may have provided during the preliminary meeting.

When issuing corrective action, there should be clear and direct communication between the employee and his/her immediate supervisor. This communication should include a meeting between the employee and the supervisor.

In the case of serious misconduct, an employee may be suspended and/or discharged on the first offense. Serious workplace misconduct includes, but is not limited to:

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive or inappropriate nature;
- Misuse, damage to or loss of Company property;
- Falsification, alteration or improper handling of Company-related records;
- Unsatisfactory customer service;
- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;
- Insubordination (e.g., refusal to carry out a direct assignment);
- Misuse of the Company's electronic information systems;

- Possession, use, sale, manufacture, purchase or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants.

## Signature Page

The Employee Handbook contains important information about the Company, and I understand that I should consult the Company Owner, or your supervisor, regarding any questions not answered in the handbook. I have entered into my employment relationship with the Company voluntarily, and understand that there is no specified length of employment. Accordingly, either the Company or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur, except to the Company's policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of the Company has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. I further agree that if I remain with the Company following any modifications to the handbook, I hereby accept and agree to such changes.

I have received a copy of the Company's Employee Handbook on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign the two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to the Company's representative listed below on the date specified. I understand that this form will be retained in my personnel file.

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Signature of Employee

Date

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Printed Name of Employee

## **Criminal Background Check Authorization and Liability Release**

I voluntarily authorize [place of employment] to conduct an investigation of whether I have a record of criminal convictions, and, if so, of the nature of those convictions and all surrounding circumstances.

I understand that this background check will focus on convictions and that a criminal record will not necessarily disqualify me from employment.

I understand that the report of this investigation will be used to make decisions about my employment, including one or more of the following: hiring, firing, promotion, and reassignment.

I release [place of employment], its employees, officers, representatives, investigative agency, and anyone else from all claims, liability, and damages that may result from negligently investigating, furnishing, communicating, reviewing, or evaluating information pursuant to this criminal background check and from the use of the report. This release means I am waiving claims for negligence, misrepresentation, emotional distress, invasion of privacy, interference with prospective business relations or contract, breach of contract, and any other negligent act. I expressly intend that this release is as broad and inclusive as is permitted by law. Also, if any portion of this release is held invalid, the balance of the release will continue in full legal force.



I acknowledge that I have read this Authorization and Release and understand and agree with each of its terms.

### **PLEASE READ AND ACKNOWLEDGE:**

The facts set forth in my application for employment are true and complete to the best of my knowledge. I understand that if employed, false statements or omissions on this application, my resume or accompanying documents, may result in termination, regardless of the time elapsed before discovery.

I understand that an offer of employment is contingent upon satisfactory proof of lawful employment status, as set forth in the Immigration Reform and Control Act of 1986 and reference and background checks. I understand that the [place of employment] or any agent thereof may conduct an investigation into my previous employment, educational background, and reference information

including job performance, salary history, employment dates, etc. If so, I will be provided with separate notification and authorization. I understand that my employment will be contingent upon any such investigation and I will provide my consent to such investigation. I release [place of employment, its subsidiaries and current or former employers from any liability resulting from any information provided in connection with this application. Finally, I understand that if I am offered employment by [place of employment], my employment at [place of employment] will be “at-will” meaning that either I or [place of employment] may end the employment at any time with or without cause.

I acknowledge that I have read the above and understand and agree with each of its terms.

**DISCLAIMER:** By acknowledging the above contained information you agree that your information may be sent to the owner of [place of employment] in which you seek employment for the purposes stated.

[Submit Application](#)