

**EMPLOYMENT POLICY HANDBOOK**  
**(SAMPLE FORM)**

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## 1.0 INTRODUCTION AND WELCOME

Welcome!

On behalf of your colleagues, I welcome you to INSERT "COMPANY NAME" and wish you every success here. INSERT "COMPANY NAME" is committed to excellence in the quality of its work, and to attentiveness and responsiveness to its clients' insurance needs. We believe strongly in confidentiality and the principles of honesty and ethics.

This handbook contains the personnel policies of INSERT "COMPANY NAME" and the benefits provided to its employees. Nothing in this handbook precludes INSERT "COMPANY NAME" the right to manage the operation of the business and its employees, or to otherwise modify, change or eliminate in whole or in part any of the policies, provisions and benefits set forth in this handbook. Of course, employees will be promptly notified of such modifications as they occur.

**This handbook does not in any way create a contract of employment between any employee and INSERT "COMPANY NAME". In addition, none of the policies, provisions or benefits contained in this handbook guarantee continued employment for any term nor do they guarantee permanent employment. INSERT "COMPANY NAME" maintains an "at-will" relationship with each and every employee and, therefore, any employee or INSERT "COMPANY NAME" may terminate the employment relationship at any time.**

In the event that statements by INSERT "COMPANY NAME" owners or management are inconsistent with the statements contained in this handbook, this handbook shall govern. Employees should familiarize themselves with the contents of this handbook as soon as possible.

INSERT "COMPANY NAME" recognizes that, to a great extent, its success and growth are dependent on you. We hope that your experience here will be challenging, enjoyable and rewarding. Again, welcome to INSERT "COMPANY NAME"!

Sincerely,

Company President/Owner

## **2.0 EQUAL EMPLOYMENT OPPORTUNITY**

INSERT "COMPANY NAME" provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age or disability in accordance with applicable federal, state and local laws. This policy applies to all terms and conditions of employment, including, but not limited to hiring, promotion, discipline, termination, transfer, leaves of absence, compensation and training.

So that all employees are afforded equal employment and advancement opportunities, employee decisions at INSERT "COMPANY NAME" will be based on merit, qualifications and ability.

INSERT "COMPANY NAME" is committed to maintaining a professional and collegial work environment in which all individuals are treated with respect and dignity. To ensure such a work environment exists, INSERT "COMPANY NAME" has adopted a policy of zero tolerance with respect to unlawful employee harassment based on race, color, religion, sex, national origin, age or disability. Improper interference with the ability of INSERT "COMPANY NAME" employees to perform their expected job duties will not be tolerated. Each individual has the right to work in a professional atmosphere, which promotes equal opportunities and prohibits discriminatory practices, including sexual harassment and other discriminatory conduct or practices. Any employee who has questions or concerns about any discrimination in the workplace is encouraged to bring these issues to the attention of \_\_\_\_\_. At INSERT "COMPANY NAME", unlawful discrimination, sexual harassment (whether verbal, physical or arising out of work assignments out of the office or at office sponsored functions, or elsewhere) is unacceptable and will not be tolerated and will be subject to disciplinary action, up to and including termination of employment.

## **3.0 SEXUAL HARASSMENT**

For the purposes of this policy, sexual harassment is defined as unwelcome and unwanted sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature when:

A. Submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion or other aspects of employment; and

B. This conduct substantially interferes with an individual's employment or creates an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but are not limited to, unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued

employment; repeated sexual jokes; innuendos; unwanted or unwelcome repeated flirtations, advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive, insulting, obscene comments or gestures; offensive e-mail or voicemail messages; foul or obscene language; violating someone's "personal space"; and display in the workplace of suggestive or sexually explicit posters, calendars, photographs, graffiti or cartoons.

This behavior is unacceptable in the workplace itself and by any INSERT "COMPANY NAME" owner, supervisor or employee in any business-related setting outside the workplace, including but not limited to other work-related settings such as business trips, business sponsored functions and business-related social events.

### **3.1 Individuals Covered by the Policy**

This policy covers all employees (management, non-management, producers, agents and staff) and owners and/or management of INSERT "COMPANY NAME". INSERT "COMPANY NAME" will not tolerate sexual harassment from any individual, regardless of their employment status. In addition, INSERT "COMPANY NAME" will not tolerate sexual harassment engaged in by an individual who is not an employee of the INSERT "COMPANY NAME" (e.g. client, or supplier who conducts business with INSERT "COMPANY NAME") to the extent that it affects any employee of the INSERT "COMPANY NAME".

Any employee of INSERT "COMPANY NAME" who has been subjected to sexual harassment by anyone, should immediately bring the situation to the attention of \_\_\_\_\_. INSERT "COMPANY NAME" will promptly investigate all complaints of sexual harassment. Incidents of alleged sexual harassment by a person who is not employed by INSERT "COMPANY NAME" will be investigated to the extent practical. INSERT "COMPANY NAME" will take any action it deems appropriate after evaluating all the circumstances. In particular, with respect to clients, INSERT "COMPANY NAME" will take any action necessary to stop the conduct and, if not stopped, INSERT "COMPANY NAME" will terminate its relationship with the client, if appropriate. INSERT "COMPANY NAME" encourages reporting all incidents of sexual harassment, regardless of who the offender may be, in accordance with the methods established by its policy.

### **3.2 How to Report a Complaint**

#### **A. Informal Procedure**

INSERT "COMPANY NAME" encourages individuals who believe they are being harassed to clearly and promptly notify the offender that his or her behavior is unwelcome. If, for any reason, an individual does not wish to approach the offender directly or if such discussion does not successfully end the harassment, then the individual should notify \_\_\_\_\_, who may talk to the alleged harasser or

arrange for a mediation between the individual and the alleged harasser with a third person acceptable to both. This informal procedure is not a required first step for the reporting individual.

## B. Formal Procedure

In the event that the reporting individual does not wish to pursue the informal procedure, or in the event that the informal procedure does not produce a result satisfactory to the reporting individual, the following steps should be followed to report the sexual harassment complaint and to initiate a formal procedure.

An individual who believes he or she has been subject to sexual harassment should report the incident to \_\_\_\_\_. Confidentiality will be maintained throughout the investigation to the extent practical and appropriate under the circumstances.

An accurate record of objectionable behavior is necessary to resolve a formal complaint of sexual harassment. As such, all complaints of sexual harassment must be reduced to writing by either the reporting individual or the individuals designated above who receives a complaint.

Prompt reporting of a complaint is necessary as it allows for rapid response and resolution of objectionable behavior or conditions for the reporting individual and any other affected employees.

INSERT "COMPANY NAME" has chosen not to impose a limited time frame for the reporting of sexual harassment complaints. However, the reporting individual should be aware that applicable statutes of limitations do constrain the time for instituting outside legal action. The passage of time may also make investigation and corrective action more difficult or impossible because too often the passage of time may impair an individual's memory and/or one's ability to recall specific and accurate details of events and circumstances. Therefore, INSERT "COMPANY NAME" strongly encourages prompt and immediate reporting of sexual harassment complaints.

### 3.3 Non-Retaliation and Corrective Action

INSERT "COMPANY NAME" will not retaliate against an individual who makes a report of sexual harassment, nor permit any other employee to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any individual found to have retaliated against anyone participating in the investigation of a complaint will be subject to appropriate disciplinary procedures.

After completing the investigation, a report will be given to \_\_\_\_\_ who will review the findings and decide upon the appropriate action to be taken. At a minimum, a written record will be placed in the personnel file of the offender. Additional

action may include: referral to counseling; withholding of a promotion; reassignment; temporary suspension without pay; or discharge.

If the investigation results in a finding that the reporting individual falsely and maliciously accused another of sexual harassment, the reporting individual will be subject to appropriate action.

#### **4.0 CLIENT RELATIONS AND CONFIDENTIALITY**

The clients of this office are our most important asset. Without them there is no need for any of us. All clients will be treated with the utmost respect at all times. Conduct that is in any way contrary to this policy will not be tolerated. If a problem exists between any office personnel and a client, it should be brought to the attention of \_\_\_\_\_.

It is the policy of INSERT "COMPANY NAME" to ensure that the operations, activities and business affairs of INSERT "COMPANY NAME" and its clients are kept confidential. Particular care should be taken with documents that are transmitted (either via fax, fed ex, email or regular U.S.mail) to INSERT "COMPANY NAME"'s office and any documents generated by or at the direction of the INSERT "COMPANY NAME" office. The content of such documents should not be discussed in public places such as restaurants, lobbies, elevators, during work commutes, etc. where other persons can overhear conversations. Moreover, all matters of professional business are strictly confidential. Such matters are not to be and may not be discussed with or disclosed to any person outside of this office.

#### **4.1 Confidential and Proprietary Information**

During their employment with INSERT "COMPANY NAME", employees will acquire confidential or proprietary information about INSERT "COMPANY NAME" and/or its clients. Such information is the property of INSERT "COMPANY NAME" and is to be handled in the strictest of confidence. Examples of confidential and/or proprietary information which is the sole and exclusive property of INSERT "COMPANY NAME" includes, but is not limited to all of the following:

- Existing customer identification and/or client lists;
- Potential customer identification and/or client lists;
- Individual Customer Account Information including (1) Policy Expiration Dates; (2) Amount of Coverage; (3) Premiums; (4) Property of the Customer to be insured; (5) History of Insurance coverage and Insurance needs;
- Systems, Tools and Methods of Insurance Sales, Service and Marketing Operations;
- Marketing plans and strategies;
- INSERT "COMPANY NAME" computer-network stored information of any kind;



- Business Plans, business methods and future business plans;
- Training Methods and Materials;
- Pricing and Premium policies and schedules;
- Advertising and promotional programs; and
- Other confidential business matters of INSERT "COMPANY NAME".

Employees found to be violating this policy will be subject to disciplinary action up to and including immediate termination.

## **5.0 PERSONNEL FILES**

INSERT "COMPANY NAME" maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee's tenure with INSERT "COMPANY NAME" such as performance appraisals, disciplinary notices and letters of recommendation, if any.

Access to your personnel file may only be had by making a request to \_\_\_\_\_.

To ensure that your personnel file is up-to-date, you should notify \_\_\_\_\_ of any changes in your name, address, and telephone number, and marital status, number of dependents, beneficiary designations and emergency contacts.

## **6.0 COMPUTER AND EMAIL PRIVACY POLICY**

All resources provided by INSERT "COMPANY NAME" are the property of INSERT "COMPANY NAME" and are provided by INSERT "COMPANY NAME" to assist in conducting company business. These resources include, but are not limited to, any computer systems, network services, email service, copier, fax, print or other hardware and software purchased by INSERT "COMPANY NAME". Any services provided through the use of the above-mentioned items are also the property of INSERT "COMPANY NAME". Information transmitted by, received from or stored in these systems are the property of INSERT "COMPANY NAME" and, as such, are to be used solely for job-related and/or firm business-related purposes.

### **6.1 Email Usage for Personal Reasons**

An employee's email and internet usage, if provided, is not private and is subject at all times to monitoring and screening by INSERT "COMPANY NAME" management. Email messages may be stored and retrieved even after a user deletes them.

When utilizing the e-mail system, keep in mind that the hardware is INSERT "COMPANY NAME" property and all messages composed, sent or received on the system are INSERT "COMPANY NAME" property. Therefore, the use of the e-mail system is reserved primarily for company business. However, INSERT "COMPANY NAME" will permit personal use (just as INSERT "COMPANY NAME" permits personal phone calls) if used in a reasonable manner. The tests for reasonable use include:

- There is no cost associated with the use;
- The use is moderate in time and frequency; and
- Use does not interfere with an employee's or associate's work.

Electronic communications and electronic files are considered official INSERT "COMPANY NAME" business communications and are the property of INSERT "COMPANY NAME". INSERT "COMPANY NAME" reserves the right to enter the e-mail system to review, copy or delete any messages, to disclose such messages to others and to use the messages to support disciplinary or other action.

## **6.2 Internet Usage for Personal Reasons**

The computer system is INSERT "COMPANY NAME" property and is reserved for INSERT "COMPANY NAME" company business. As a general rule, the safety and security of the Company's network and resources must be considered at all times.

Because of the unique nature of the Internet, additional guidelines apply to its use:

1. Internet access, hardware and software must be authorized and installed by authorized INSERT "COMPANY NAME" personnel.
2. Certain features of the Internet can clog the company's network and email system and should be used only for work-related purposes.
3. Resources of any kind, for which there is a fee, must not be accessed or downloaded without prior approval from a supervisor.
4. Infringing on third party copyrights or other intellectual property rights, license agreements or other contracts such as illegally installing, copying or making available copyrighted software is prohibited.
5. Resources which are not used for a Company purpose must not be accessed or downloaded.

INSERT "COMPANY NAME" reserves the right to restrict, cancel and/or monitor any and all internet usage. Information gathered by INSERT "COMPANY NAME" as a result of said monitoring can and will be used to gauge productivity or in any litigation, including litigation resulting from an employee's termination. Employee's usage must not interfere with INSERT "COMPANY NAME" business. To ensure that the use of

electronic and telephonic communications systems and business equipment is consistent with INSERT "COMPANY NAME"'s legitimate business interests, INSERT "COMPANY NAME" may monitor the use of such equipment. This may include monitoring Internet usage or viewing e-mail communications.

If access is provided, employees are expected to exercise good judgment in their use of the Internet. INSERT "COMPANY NAME" reserves the right to monitor and restrict access to some or all services at its discretion. Employees using email, posting to public forums or using other services via our network must ensure that their personal statements are not misconstrued as the statements or acts of INSERT "COMPANY NAME" or viewed as its position on any issue. All INSERT "COMPANY NAME" standards for communication with the public apply to any Internet usage as well.

### **6.3 Prohibited Practices**

The following practices are unacceptable:

- Viewing, storing, downloading or forwarding pornographic images or other obscene materials.
- Sending e-mail that is obscene, racist, harassing, intimidating or otherwise offensive.
- Utilizing the email system to promote or solicit from commercial ventures, religious or political causes, outside organizations or other non-job related solicitations.
- Composing, transmitting, accessing or retrieving data that is discriminatory, offensive, obscene, threatening, harassing or intimidating.
- Circulating company-wide email to share personal information or make an announcement without prior expressed authorization from management.
- Downloading of application programs: INSERT "COMPANY NAME" does not permit the download or installation of INSERT "COMPANY NAME" computers of application software from the Internet or other sources outside the INSERT "COMPANY NAME" network. Such software may not only contain embedded viruses but also is untested and may interfere with the functioning of INSERT "COMPANY NAME" applications.
- Participation in Web or e-mail based surveys or interviews without authorization.
- Use of subscription-based services without prior approval: Some internet sites require that users subscribe before being able to use them. Users should not subscribe to such services without the express approval of INSERT "COMPANY NAME".
- Violation of copyright: Many of the materials on the Internet are protected by copyright. Even though they may seem to be freely accessible, many of the intellectual property laws which apply to print media still apply to software and material published on the Internet. Downloading, copying or distributing material which is copyrighted or otherwise trade secret

information or proprietary financial information is strictly prohibited and shall be grounds for immediate discipline, up to and including termination.

- Any activities related to hacking, including: attempting to gain access to restricted resources within or outside of INSERT "COMPANY NAME"'s network, impersonating another user, and damaging or deleting the files of another user.
- Downloading, installing or using unlicensed and/or unauthorized software. Anyone who wishes to install, have installed or use a program not purchased and installed by INSERT "COMPANY NAME" must ask for and receive the **prior approval from INSERT "COMPANY NAME"'s president.** There are no exceptions. This includes screen savers.

#### **6.4 Discipline for Personal Use of E-Mail or Internet**

As with all Company policies, employees will be disciplined for violation of the Computer and Email Policy. However, employees will not be disciplined for "de minis" (i.e. "too minor to warrant concern") personal use of the email system or Internet. "De minus" use would include such uses as adding a personal comment to an official email, sending a short personal note to a colleague or other personal interactions that are routinely a part of day to day business interaction. You are expected to exercise reasonable judgment in all instances. The company retains sole discretion in determining what use is or is not "de minus" and to discipline for all other use.

#### **6.5 Other**

All computer pass codes are the property of INSERT "COMPANY NAME". No employee may use a pass code or access code that has not been issued to that employee unless they have been given permission to do so by their immediate supervisor. Employees may not change their pass codes.

INSERT "COMPANY NAME" may provide desks, files and other equipment to the employees; however, they remain the sole property of INSERT "COMPANY NAME". Accordingly, they, as well as any articles found within them, or any furniture or equipment brought onto the premises by the employee may be inspected by a representative of INSERT "COMPANY NAME" at any time, either with or without prior notice.

## 7.0 DISCIPLINARY PROCEDURES and PROGRESSIVE DISCIPLINE

It is INSERT "COMPANY NAME"'s policy to provide a consistent procedure for administering corrective discipline for the infraction of established rules and regulations. It is important to note that the primary purpose of discipline is to correct and improve, and not to punish.

Rules are important to the efficient operation of any organization. It is essential that each employee know what we expect of him/her. We have established rules for the convenience and protection of both INSERT "COMPANY NAME" and our employees. Any employee who violates any of the established rules or standards of employee conduct and behavior shall be subject to disciplinary action. While discipline and the mode and manner in which it is implemented shall, at all times, be wholly within the discretion of management, the typical progression of disciplinary action for repeated violations of rules and standards of conduct is as follows:

- Informal verbal warning/counseling
- Written warning
- Final written warning
- One day suspension without pay
- Discharge

*Disciplinary action may begin at any step or may even skip a step depending on the severity of the offense. For example, theft, even if a first-time offense, may warrant immediate discharge. Disciplinary action shall, at all times, be wholly within the discretion of management as to how, in what manner and under what circumstances it will be implemented.*

## **8.0 COMPENSATION**

### **8.1 Confidentiality**

The salary you receive is important to you and INSERT "COMPANY NAME". INSERT "COMPANY NAME" endeavors to pay equitable salaries. The nature of the work, its complexity, level of responsibility and the qualifications of the employee are the basis for arriving at a monetary value for each staff position. Staff salary increases are administered on the basis of merit, economic conditions, and your job performance. Any questions regarding your salary should be discussed with your immediate supervisor.

Each employee's salary is a personal matter and shall be kept confidential. Discussing your salary with any other employee of the firm is in direct violation of this confidentiality policy and shall be grounds for discipline.

### **8.2 Reviews & Raises**

Annual performance and salary reviews will be normally conducted at or near the employee's birth date. All reviews will be based on employee's performance which shall include, in part, job knowledge, quality of work, dependability, discretion with confidential information, judgment, relationship with people and being a team player.

Employees who are on disciplinary probation will not be entitled to a raise. After being removed from probation, the employee may be considered for a raise. INSERT "COMPANY NAME" management will make this determination on a case-by-case basis.

### **8.3 Withholding**

All required deductions, such as federal, state and local taxes and all authorized voluntary deductions will be withheld automatically from your paycheck.

Each employee should review his/her paycheck for errors. Any questions or discrepancies should be discussed with \_\_\_\_\_.

**9.0 PAID TIME OFF POLICY**

**9.1 Regular Paid Time Off Benefits**

Paid time off is available to all employees. Employees are eligible to earn and use this time as described in this policy.

**Part-time Employees**

**Factored on prorated basis.**

**Full-Time Employees:**

Upon initial hiring up to ___ years	___ days per year
___ years to ___ years	___ days per year
Over ___ years	___ days per year

INSERT "COMPANY NAME" management reserves the discretionary right to place newly hired employees on an altered leave earning schedule. INSERT "COMPANY NAME" management further reserves the discretionary right to approve paid leave on a case-by-case basis.

To take leave, employees should request advance approval from \_\_\_\_\_. Requests will be reviewed based on a number of factors, including business needs and staffing requirements,

Any conflicts arising will be taken to \_\_\_\_\_. In the event that a holiday, which is observed by INSERT "COMPANY NAME", falls within a scheduled time off period, a day will not be charged against total paid time off days.

As stated above, employees are encouraged to use all available paid time off in any given year. Unused paid time off will not be carried over into the subsequent calendar year.

Upon termination of employment, employees will be paid for unused leave time earned through the last day of work, provided that said employee has given and worked two (2) weeks' notice. Employees who do not work after giving two (2) weeks notice or who are terminated for misconduct will forfeit any unused paid leave time.

**9.2 Sick Leave**

Employees who are unable to report to work due to illness or injury should notify \_\_\_\_\_ before the start of the scheduled start of their workday if possible. \_\_\_\_\_ must also be contacted on each additional day of absence.

### **9.3 Holidays**

Full-time employees of INSERT "COMPANY NAME" will receive paid time off for the following holidays listed below in addition to other paid time off days to which they would otherwise be entitled:

Part time employees will be paid on a pro rata basis (i.e. 20 hours per week would equal ½ day holiday pay).

New Year's Day

Memorial Day (last Monday in May)

Independence Day

Labor Day (first Monday in September)

Thanksgiving Day

Day after Thanksgiving Day (Friday after Thanksgiving)

Christmas Day

If a recognized holiday falls during an eligible employee's paid absence (such as approved vacation day or sick day), holiday pay will be provided instead of the paid time off benefit that would have otherwise applied.

## **10.0 LEAVES OF ABSENCE**

### **10.1 Military Leaves of Absence**

A maximum of \_\_\_\_ working days per year will be granted to all regular full-time or part-time employees to attend military or Reserve training. The employee must give at least 60 days advance notice of their departure and return and produce evidence confirming satisfactory completion of training. The employee is entitled to be restored to his or her previous position or a similar position with the same status, pay and seniority. If you are called to active duty or to Reserve or National Guard training, or if you volunteer for the same, you should notify \_\_\_\_\_ and submit copies of your orders as soon as possible. You will be granted a military leave without pay for the period of military service in accordance with federal and state laws.



## 10.2 Bereavement Leave

Full-time employees who wish to take time off due to the death of a spouse, child or an immediate family member should notify \_\_\_\_\_ immediately.

Up to 3 days of paid bereavement leave will be provided for the death of an immediate family member. "Immediate family member" is defined as the employee's parent, grandparent, sibling, spouse's parent, spouse's grandparent or spouse's sibling.

Up to 10 days of paid bereavement leave will be provided for the death of an employee's spouse or child.

## 10.3 Jury and Witness Duty Leave

### *Jury Duty Leave*

INSERT "COMPANY NAME" encourages all employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request up to 2 weeks of paid jury duty leave over any one year period. INSERT "COMPANY NAME" will supplement court payments to meet your current salary provided no petition to be excused due to hardship has been filed by the employee with the Court from whom the jury summons was issued.

If employees are required to serve jury duty beyond the period of paid jury duty leave (i.e. 2 weeks), they must use any available paid time off (for example: paid leave benefits) or may request an unpaid jury duty leave of absence.

Part-time employees will be granted time off without pay while serving on jury duty.

Employees (full or part-time) must show the jury duty summons to \_\_\_\_\_ as soon as possible so that \_\_\_\_\_ may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court's schedule permits.

Either INSERT "COMPANY NAME" or the employee may request an excuse from jury duty if, in INSERT "COMPANY NAME"'s judgment, the employee's absence would create serious operational difficulties.

### *Witness Duty Leave*

All employees will be allowed reasonable time off if summoned to appear in court as a witness. The amount of time afforded will be within the discretion of the company president on a case-by-case basis.

To qualify for witness, you must submit a copy of the summons to \_\_\_\_\_ as soon as it is received. To receive compensation for the time missed, a copy of the

check or payment received from the court must be remitted to the INSERT "COMPANY NAME". The employee, to offset their costs, may retain any money received for parking reimbursement.

INSERT "COMPANY NAME" will continue to provide health and disability insurance benefits for the full term of the jury duty or witness duty absence.

#### **10.4 Maternity Leave**

INSERT "COMPANY NAME" will comply with the most updated guidelines of the Equal Employment Opportunity Commission on employment policies relating to pregnancy and childbirth. An INSERT "COMPANY NAME" employee shall be afforded unpaid maternity leave and shall be permitted to work during pregnancy, subject to the following conditions:

- (1) No later than the fourth (4<sup>th</sup>) month of pregnancy, the employee must notify \_\_\_\_\_ of the fact of pregnancy and, at the same time, provide \_\_\_\_\_ with a written doctor's statement concerning the employee's current health status and ability/inability to work.
- (2) An employee shall be granted, upon written request, a leave of absence because of temporary disability caused by or contributed to by pregnancy, miscarriage, childbirth or recovery there from. Such leaves shall be made subject to the following conditions:
  - (a) Commencement and duration of leaves will be flexible, but will in no case be allowed to exceed more than a total of twelve (12) weeks unless there is an unusual circumstance. Leave must be supported by medical need, in writing, from a treating physician.
  - (b) A certification on a form supplied by the hospital from the employee's physician as to her fitness to return to her regular duties without restriction shall be required before her return to work.

## **11.0 ATTENDANCE**

INSERT "COMPANY NAME" expects regular attendance and punctuality from all support staff. Employees should be at their desk ready to begin working at their regularly scheduled start time. Irregular attendance, tardiness or unapproved early departure may result in disciplinary action up to and including termination.

### **11.1 Advance Notice of Planned Absence**

When an employee plans to be absent from work, he/she must notify \_\_\_\_\_ as soon as possible, and preferably 60-90 days in advance.

### **11.2 Notice of Unexpected Absence**

When an employee unexpectedly is unable to report to work, he/she must contact \_\_\_\_\_ prior to their regularly scheduled start time and, simultaneously therewith, specify their reason for absence or tardiness and expected date of return to work.

Absences of this nature, on consecutive days, must be reported each day. Failure to report off may result in disciplinary action.

### **11.3 Tardiness**

If an employee determines that he/she cannot arrive at work on any given day by their scheduled time, they should notify \_\_\_\_\_ prior to their regularly scheduled start time. If an employee is consistently tardy or tardy for an inordinate number of days as determined within the discretion of the INSERT "COMPANY NAME", that employee will be verbally warned and instructed that they must make up the time lost. Thereafter, if the tardiness continues, that employee will be subject to additional disciplinary action including, but not limited to, docking of pay and/or a permanent adjustment to that employee's work scheduling hours and/or termination, within the discretion of the INSERT "COMPANY NAME".

## 12.0 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, non-exempt, hourly employees will from time to time be requested to volunteer for overtime work. All overtime work must receive prior authorization from their immediate supervisor.

Overtime compensation will be paid to all non-exempt, hourly employees monthly at one and one half times the employee's base pay rate. Overtime shall be based on actual hours worked.

## 13.0 PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image that INSERT "COMPANY NAME" presents to customers and visitors. During business hours, employees are expected to present a clean and neat appearance and to dress in a professional manner.

The following are NOT acceptable business attire:

- Jeans
- Denim clothing of any kind
- Stretch pants
- T-shirts
- Tank tops
- Mini-skirts
- Tight clothing
- Revealing clothing
- Torn clothing
- Jogging suits or sweat pants
- Canvas or gym shoes
- Flip flops or backless sandals
- Hiking boots

In addition to the clothing you choose, your personal grooming is also important. Well-groomed neat hair, appropriate make-up and cleanly shaven faces help to complete the professional image that INSERT "COMPANY NAME" strives to project.

*Please always remember that a neat, professional appearance is paramount when it comes to client contact and first impressions.*

Please consult \_\_\_\_\_ if you have any questions as to what constitutes appropriate business attire.

## **14.0 PROFESSIONAL DEMEANOR**

All employees of INSERT "COMPANY NAME" are expected to maintain a professional demeanor and promote a positive work environment by behaving and communicating in a manner that gets along with clients, co-workers and supervisors. All clients, co-workers and visitors should be treated courteously and given prompt attention.

Work area decoration should be suited to a professional environment.

## **15.0 EMPLOYEE CONDUCT AND WORK RULES**

To ensure orderly operations and provide the best possible work environment, INSERT "COMPANY NAME" expects employees to follow rules of conduct that will protect the interests and safety of all employees in the organization.

While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rules of conduct infractions that may result in disciplinary action, up to and including termination of employment:

- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
- Possession of weapons while on Company time or while on Company premises.
- Workplace Violence and/or use of threat of verbal or physical force against another individual.
- Insubordination, the refusal to follow instructions or directions, or other disrespectful conduct.
- Sexual or other unlawful or unwelcome harassment.
- Excessive absenteeism.
- Unauthorized disclosure of INSERT "COMPANY NAME"'s business trade secrets, INSERT "COMPANY NAME"'s confidential business information, and/or the confidential information pertaining to any and all current or former INSERT "COMPANY NAME" clients.
- Unsatisfactory performance or conduct.
- Giving false or incomplete information on an employment application.
- Giving false information for or using leave of absence for a purpose other than approved.
- Giving false information regarding absence from work for a doctor's appointment, sick leave etc.
- Unauthorized tampering with Company equipment and computers.
- Any act that is illegal under governing federal, state or municipal laws or ordinances.
- Misconduct, abuse, negligence or neglect of job duties.

- Unauthorized use of the internet.
- Any violation of any provision contained in this Handbook.

Employment with INSERT "COMPANY NAME" is at the mutual consent of INSERT "COMPANY NAME" and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## **16.0 SMOKING**

INSERT "COMPANY NAME" respects the right of all employees to work in a pleasant and healthy work environment. The office has been designated as a smoke free environment. Smoking is prohibited throughout the workplace.

## **17.0 SAFETY AND HEALTH**

INSERT "COMPANY NAME" is committed to providing a safe and healthy work environment. Every effort is made to comply with relevant federal and state occupational safety laws and to develop feasible procedures, technologies and programs conducive to such an environment.

All employees are expected to work to maintain safe and healthy working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

The responsibilities of all INSERT "COMPANY NAME" employees in this regard include:

- Exercising maximum care and good judgment at all times to prevent accidents and injuries.
- Turning off all electrical apparatus and electronic devices before leaving work.
- Reporting to supervisors and seeking first aid for all injuries, regardless of how minor.
- Reporting unsafe conditions, equipment or practices to \_\_\_\_\_.
- Keep all electronic cords and computer cables properly installed and concealed so that they will not cause anyone to trip and fall.

In the event of an accident or injury, remain calm and, if necessary, call 911.

## 18.0 WORKPLACE VIOLENCE PREVENTION

INSERT "COMPANY NAME" is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, INSERT "COMPANY NAME" has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on INSERT "COMPANY NAME" premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are strictly prohibited from the premises without prior expressed authorization from INSERT "COMPANY NAME"'s president.

Conduct that threatens, intimidates or coerces another employee, a customer or a member of the public at any time, including during off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age or any other characteristic protected by federal, state or local law.

Any bona fide threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of INSERT "COMPANY NAME" management. If it is felt to be necessary, the police should be called as soon as possible. This includes threats by employees, as well as threats by clients, vendors, solicitors or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All bona fide concerns of suspicious individuals or activities should also be reported as soon as possible to a supervisor. **Do not place yourself in peril.** If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

In order to maintain workplace safety and the integrity of any investigations into threats of (or actual) violence, INSERT "COMPANY NAME" may suspend employees either with or without pay, within its discretion, pending the completion of any investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

## **19.0 SUBSTANCE ABUSE**

INSERT "COMPANY NAME" regards alcoholism and drug abuse as an illness and desires to assist employees suffering from such illness to obtain effective treatment.

The unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace or while engaged in INSERT "COMPANY NAME"'s business off the premises is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that, in the opinion of INSERT "COMPANY NAME", it impairs an employee's ability to perform on the job or threatens the reputation or integrity of INSERT "COMPANY NAME".

## **20.0 AIDS AND OTHER COMMUNICABLE DISEASES**

INSERT "COMPANY NAME" recognizes that employees with a life-threatening illness such as AIDS, hepatitis and other similar life-threatening illnesses may wish to continue their employment and, in fact, that continued employment may be therapeutically important to their recovery process. INSERT "COMPANY NAME" also recognizes that it must satisfy its legal obligation to provide a safe work environment for all employees, clients and other visitors to our office. As long as employees who have AIDS, hepatitis and other similar life-threatening illnesses are able to maintain acceptable performance standards in accordance with established INSERT "COMPANY NAME" policies and procedures, and the weight of medical evidence continues to indicate that such illnesses cannot be transmitted by casual workplace contact, employees with such illnesses will be permitted to continue to work.

If you have AIDS or any other life-threatening illness, you must immediately contact \_\_\_\_\_ who is available to assist any individual with medical forms, medical leave or other benefit matters and in referring the individual to agencies and organizations offering support services. Further, INSERT "COMPANY NAME" will take all reasonable precautions, to the maximum extent possible, to ensure that information about your condition remains confidential. Disclosure will be on a need to know basis only.



## **21.0 TERMINATION OF EMPLOYMENT**

Termination of employment is an inevitable part of personnel activity within any organization, and many reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

**RESIGNATION:** Voluntary employment termination initiated by the employee.

**DISCHARGE:** Involuntary employment termination initiated by management.

Employees desiring to tender their voluntary resignation (i.e. voluntarily terminate their employment relationship with INSERT "COMPANY NAME") are expected to give at least two (2) weeks advanced notice. Such notice should be given in writing to

\_\_\_\_\_.

Since employment with INSERT "COMPANY NAME" is based on mutual consent, both the employee and INSERT "COMPANY NAME" have the right to terminate employment at will, with or without cause, and at any time. Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at the time of termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuances.

## **22.0 EDUCATIONAL ASSISTANCE**

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties with INSERT "COMPANY NAME" or a foreseeable-future position within the INSERT "COMPANY NAME" organization in order to be eligible for educational assistance. INSERT "COMPANY NAME" has sole discretion to determine whether a course relates to an employee's current job duties or to a foreseeable-future position. Employees should contact INSERT "COMPANY NAME"'s president for more information or questions about educational assistance.

While educational assistance is expected to enhance employee performance and professional abilities, INSERT "COMPANY NAME" cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or any pay increases.

## **23.0 LICENSING**

All INSERT "COMPANY NAME" employees are required as a condition of continued employment, to obtain their OHIO Property & Casualty Insurance license within the first \_\_\_\_\_ months of employment. Upon successful completion, INSERT "COMPANY NAME" will reimburse the employee for reasonable expenses associated with the licensing process.

## **24.0 CONTINUING EDUCATION**

INSERT "COMPANY NAME" will reimburse all licensed employees for the cost of continuing education required to keep their Ohio license current.

## **25.0 EMPLOYEE BENEFITS**

Employees at INSERT "COMPANY NAME" are provided a wide range of benefits. A number of the benefit programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefit eligibility is dependent upon a variety of factors, including employee classification. \_\_\_\_\_ can identify the programs for which you are eligible. Please direct any and all questions you may have regarding these employee benefit programs to the attention of \_\_\_\_\_.

In addition to those benefit programs listed above, the following employee benefit programs are available pending employee eligibility:

- 401(K) Savings/Retirement Plan
- Bereavement Leave
- Educational Financial Assistance
- Group Health Insurance
- Paid Holidays
- Jury Duty and Witness Duty Leave
- Licensure Assistance
- Life Insurance
- Long-Term Disability
- Leave Benefits

Some employee benefit programs require contributions from employees, but most are fully paid by INSERT "COMPANY NAME". The benefit package for regular full-time employees represents a substantial cost to INSERT "COMPANY NAME" in addition to your normal wages.

## **26.0 WORKERS' COMPENSATION INSURANCE**

INSERT "COMPANY NAME" provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course and scope of employment that requires medical, surgical or hospital care and treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees at INSERT "COMPANY NAME" who sustain work-related injuries or illnesses are required to inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

## **27.0 OHIO LAW**

All terms and conditions of this handbook shall be governed by the laws of the State of Ohio.

## UNDERSTANDING BY EMPLOYEE

I understand that the information in the INSERT "COMPANY NAME" Employment Policy Handbook represents guidelines only. INSERT "COMPANY NAME" reserves the right to modify this handbook or amend or terminate any policies, procedures or employee benefit programs whether or not described in this handbook at any time or to require and/or increase contributions toward these benefit programs. I understand that I am responsible for reading the handbook, familiarizing myself with its contents and adhering to all of the policies and procedures of INSERT "COMPANY NAME" whether set forth in the handbook or elsewhere. My failure to read this handbook and to familiarize myself with its contents shall not be utilized as a basis for non-compliance with the policies and procedures set forth herein.

**I further understand that nothing contained in the handbook, employment application or any other of INSERT "COMPANY NAME"'s rules, regulations, policies or practices should be interpreted or construed as an employment contract or a guarantee of employment for any specific duration, express or implied, between INSERT "COMPANY NAME" and me. I further understand and agree that my employment is terminable at will so that both INSERT "COMPANY NAME" and I each have the right to discontinue the employment relationship at any time for any reason, with or without cause.**

By signing this understanding, I acknowledge that I have received the INSERT "COMPANY NAME" Employment Policy Handbook and agree to abide by all rules and regulations described herein.

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**(This form is to remain in the Employee Handbook)**

## UNDERSTANDING BY EMPLOYEE

I understand that the information in the INSERT "COMPANY NAME" Employment Policy Handbook represents guidelines only. INSERT "COMPANY NAME" reserves the right to modify this handbook or amend or terminate any policies, procedures or employee benefit programs whether or not described in this handbook at any time or to require and/or increase contributions toward these benefit programs. I understand that I am responsible for reading the handbook, familiarizing myself with its contents and adhering to all of the policies and procedures of INSERT "COMPANY NAME" whether set forth in the handbook or elsewhere. My failure to read this handbook and to familiarize myself with its contents shall not be utilized as a basis for non-compliance with the policies and procedures set forth herein.

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By signing this understanding, I acknowledge that I have received the INSERT "COMPANY NAME" Employment Policy Handbook and agree to abide by all rules and regulations described herein.

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**(Sign and return this form to \_\_\_\_\_)**

Effective Date \_\_\_\_\_, 200\_. - 29 -

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