**InterNACHI® Employee Handbook Template for Home Inspection Companies**

***Introduction***

Some inspectors that do business as LLCs or corporations have multiple employees. The law does not require that an employer provide an employee handbook; however, InterNACHI® prepared this template for members who own companies and want an employee handbook.

This handbook is not state-specific. Moreover, it assumes that the employer does not have enough employees to be subject to certain laws, such as the Family Medical Leave Act. If you choose to provide an employee handbook, InterNACHI® encourages you to have qualified local counsel review it.

An employee handbook is NOT a substitute for an employment contract. InterNACHI® believes that home inspection companies should require all employees to sign an At-Will Employment Agreement. You can find InterNACHI’s template for that document at [https://www.nachi.org/documents.htm](http://www.nachi.org/documents).

InterNACHI makes no representations or warranties concerning the legal sufficiency of this employee handbook. We provide it only as an aid to our members.

Company Name

**Employee Handbook**

2018

Legal & Mailing Address:

Street address, Suite Number
City, State Zip

[**www.CompanyName.com**](http://www.CompanyName.com)

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# Section 1: Introduction

## 1.1 Welcome to Company Name

1. Welcome to Company Name. Include a brief introduction to Your Company here.

## 1.2 Employee Handbook

1. This Employee Handbook ("Handbook") is designed to summarize certain personnel policies, rules, and benefits of employment by Company Name. (“Company Name” or “Company”). This Handbook applies to all employees, and compliance with Company Name’s policies is a condition of employment. The provisions in Sections 2.2, 4.1., and 4.5 also apply to contractors, consultants, and all other persons on Company Name’s premises or during their performance of duties for Company Name. This Handbook supersedes all previous employment policies, written and oral, express and implied. Company Name, in its sole and absolute discretion, reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time. This Employee Handbook is not an employment contract and does not alter the at-will employment relationship between Company Name and its employees. Company Name reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate to do so. This Handbook is not intended to and does not grant any rights to any person as a third-party beneficiary.

## 1.3 Changes in Policy

1. Company Name expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document, except for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this Employee Handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by an authorized officer of Company Name.
2. If you are uncertain about any policy or procedure, please check with your supervisor or the Chief Operating Officer.

## 1.4 Employment-at-Will

1. Employment with Company Name is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, Company Name is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.
2. Nothing in this Handbook limits the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions, such as reassignment, change of wages or benefits, demotion, etc. No person other than the Founder/CEO/President/COO has the authority to enter into an agreement for employment for any specified period, or to make an agreement for employment other than at-will terms. Only the Founder/CEO/President/COO of Company Name has the authority to make any such agreement, which is only binding if it is in writing and signed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Company Name.

## 1.5 Resolution of Employee Disputes

1. If you, as an employee, have a dispute with Company Name, you must promptly notify Company Name of the dispute in writing and provide sufficient documentation to allow Company Name to intelligently evaluate your claim. If the parties are unable to resolve the dispute within twenty-one days of such notice, you agree to participate in non-binding mediation, with each party to pay one-half the mediation costs. The mediation will take place in City, State (where Company Name is located), and the mediator will be Mediator First and Last Name Clymer of Mediation Company. If he is unable to serve, the alternate mediator will be Alternate Mediator Name. You may not file any action against Company Name until you have provided the required notice and participated in mediation. If mediation is not successful, the exclusive venue for any legal action arising out of your employment shall be in the County or District Court in City, State (where Company Name is located). In any such action, the losing party shall pay the prevailing party’s reasonable attorney’s fees, expenses, and court costs. Company Name and its employees waive trial by jury.

# Section 2: Employment Policies

# 2.1 Employee Classifications

1. The following terms are used to describe employees and their employment status:

	1. Exempt Employees: These are employees whose positions meet specific tests established by the Federal Labor Standards Act (FLSA) and State Name (where company is located) state law. In general, Exempt Employees are those engaged in executive, managerial, high-level administrative, and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to minimum wage or overtime laws.
	2. Non-Exempt Employees: These are employees whose positions do not meet specific tests established by the FLSA or State Name (where company is located) state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
	3. Full-Time Employees: These are employees who are not temporary employees, independent contractors, or independent consultants, and who are regularly scheduled to work 40 hours per week.
	4. Part-Time Employees: These are employees who are not temporary employees, independent contractors, or independent consultants, and who are regularly scheduled to work less than 40 hours per week.
	5. Temporary Employees: These are employees who are hired as interim personnel to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration, and the Temporary Employee can be terminated before the end of the pre-defined period. Short-term assignments generally are periods of three months or less; however, such assignments may be extended. All Temporary Employees are considered at-will, regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary Employees retain that status unless or until notified in writing of a change.
	6. Independent Contractors and Consultants: These individuals are not employees of Company Name and are self-employed. An Independent Contractor or Consultant is engaged to perform a task according to his/her own methods, and is subject to control and direction by Company Name only with regard to the results contracted for. Independent Contractors and Consultants are not entitled to employee benefits.
2. Each employee will be advised of his or her status at the time of hire, and any subsequent change in status. Regardless of the employee's status, the employee is employed at will, and the employment relationship can be terminated by Company Name or the employee at any time, with or without cause and with or without notice.

## 2.2 Equal Employment Opportunity / Non-Discrimination / Americans with Disabilities Act

1. It is the policy of Company Name to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, gender, gender identity, pregnancy, sexual orientation, age, ancestry, physical or mental disability, genetic information, marital status, or any other classification protected by applicable local, state, or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline, and termination.
2. Company Name expects all employees to support our Equal Employment Opportunity (EEO) policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment, and to accommodate others in line with this policy to the fullest extent required by law. For example, Company Name will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Company Name’s operations. If you desire a religious accommodation, you are required to make that request in writing to your supervisor with as much advance notice as possible. You are expected to cooperate with Company Name in seeking out and evaluating ways to cover your absence (e.g. reassigning your work projects, etc.).
3. Moreover, in compliance with the Americans with Disabilities Act (ADA), Company Name provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Company Name may require medical certification of both the disability and the need for accommodation. Keep in mind that Company Name can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. Company Name will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

## 2.3 Confidentiality

1. In the course of employment with Company Name, employees may have access to confidential information regarding Company Name, which may include its business strategy, future plans, financial information, pricing, contracts, suppliers, customers, personnel information, or other information that Company Name considers proprietary and/or confidential. Confidential information is any information not known to the public that might give Company Name a competitive advantage, whether marked “Confidential” or not. Maintaining the confidentiality of this information is vital to Company Name’s competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of Company Name, and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off Company Name’s premises, and during and even after the end of the employee's employment with Company Name. This duty of confidentiality also applies to electronic communications. (See also Section 4.9 Internet, Email and Computer Use Policy herein.) Upon termination of employment, you must immediately return all printed confidential information to Company Name and delete all electronic confidential information in your control. If Company Name brings legal action to enjoin you as a current or former employee from disclosing confidential information, Company Name shall not be required to post a bond.

## 2.4 Employment of Minors

1. The FLSA's child labor provisions, which Company Name strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment at 14 years for non-agricultural jobs, restricts the hours that youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes sub-minimum wage standards for certain employees who are under 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

## 2.5 Employment of Relatives

1. Company Name recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt Company Name’s operations. When Company Name determines that any of these problems may occur, it will decline to hire an individual to work in the same department as the relative. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster or adopted), mother-in-law, father-in-law, grandparent, or grandchild.
2. If current employees become relatives during employment, Company Name should be notified so that it may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt Company Name’s operations, may exist. If Company Name determines that such a problem exists, Company Name will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible), or asking for the resignation of one of the relatives.

## 2.6 Personnel Records and Employee References

1. Company Name maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of Company Name and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, Company Name will cooperate with requests from authorized law enforcement. and local, state and federal agencies conducting official investigations, and as otherwise legally required.
2. Employees may contact Company Name’s designated human resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance written notice, an employee may review his or her own records in Company Name’s offices during regular business hours and in the presence of an individual appointed by Company Name to maintain the records. No copies of documents in your file may be made, except for documents that you have previously signed. You may add your comments to any disputed item in your file.
3. By policy, Company Name will provide only the current or former employee's dates of employment and position(s) held with Company Name. Information regarding compensation may also be verified if the employee provides written authorization.

## 2.7 Privacy

1. Company Name strives to be respectful of employee privacy where consistent with its mission or the provisions of this Handbook. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
2. Company Name does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, Company Name will set up guidelines for employees and management to follow to ensure that Company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

## 2.8 Immigration Law Compliance

1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing their identity and employment eligibility within three business days of their date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with Company Name within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## 2.9 Political Neutrality

1. Maintenance of individual freedom and our political institutions necessitates broad-scale participation by citizens concerning the selection, nomination and election of our public office-holders. Company Name will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political positions. Company Name will not discriminate against employees based on their lawful political activity engaged in outside of work. If you engage in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of Company Name, and that you are not representing Company Name. Employees may not engage in political activity at any Company Name facility or while working at a(n) Company Name event. Political activity includes circulating petitions or distributing literature pertaining to any candidate or ballot issue.

## 2.10 Ownership of Intellectual Property

1. An employee may create intellectual property for Company Name. This may include drawings, designs, logos, documents, inventions, videos, photos, programs, computer code, and any other work in any medium. Any work that an employee creates for Company Name while employed by Company Name is considered a work for hire, and Company Name owns the exclusive rights to such work.

# Section 3: Hours of Work and Payroll Practices

##

## 3.1 Pay Periods and Paydays

1. Employees are paid bi-monthly. All employees will be paid every other Friday by direct deposit. If the regular payday falls on a Company-recognized holiday, employees will be paid on the last business day before the holiday.

## 3.2 Overtime

1. Non-Exempt Employees will be paid in accordance with federal and [State] state law. The standard work week for Non-Exempt Employees should not exceed 40 hours per week or 12 hours per day. Should Company Name find it necessary to employ an employee in excess of these standards, overtime hours shall be compensated at the rate of one and one-half times the regular rate of pay. All overtime work by Non-Exempt Employees must be authorized in advance in writing or by email by their supervisor. Only the hours actually worked will be used to calculate overtime pay.

## 3.3 Breaks and Meal Periods

1. All breaks and meal periods are provided in accordance with [State] state law.
2. Non-Exempt Employees are provided a 10-minute break for each four hours or major fraction worked (if practical) in the middle of the work period. This time is counted and paid as time worked. Employees scheduled to work a five-hour period are entitled to a 30-minute unpaid meal period. When an uninterrupted meal period is impractical, the employee shall be permitted to consume an "on-duty" meal while performing work duties. Employees shall be fully compensated for the "on-duty" meal period without any loss of time or compensation.

## 3.4 Time Sheets

1. Non-Exempt Employees, including Full-Time, Part-Time and Temporary Employees, are required to keep an accurate and complete record of their attendance and hours worked. Time sheets are official business records and may not be altered without the employee's supervisor's approval, and may not be falsified in any way.

## 3.5 Payroll Deductions

1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to the office manager. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

## 3.6 Wage Garnishment

1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once Company Name receives the legal papers ordering a garnishment, it is required by law to continue making deductions from your check until the judgment is satisfied and Company Name receives a court order to stop garnishing your wages. Even if you have already paid the debt in full, Company Name requires a court order to discontinue the garnishment.

3.7 Direct Deposit

1. All employees must use direct deposit to have their paycheck deposited directly into their bank account at an accredited participating bank or credit union.

# Section 4: Standards of Conduct and Employee Performance

## 4.1 Anti-Harassment and Discrimination

1. Company Name is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, gender, gender identity, pregnancy, sexual orientation, age, ancestry, physical or mental disability, genetic information, marital status, or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or toward any employee, contract worker, member, vendor, or anyone else who does business with Company Name will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a member, vendor, or other person with whom Company Name does business engages in unlawful harassment or discrimination, Company Name will take appropriate corrective action.
2. Prohibited Conduct

Prohibited harassment or discrimination includes any verbal, physical or visual conduct
based on gender, race, age, national origin, disability, or any other legally protected basis if:

1. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment or engagement;
2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
3. it creates a hostile or offensive work environment.

Prohibited harassment includes, but is not limited to: unwelcome sexual advances; requests for sexual favors; lewd, vulgar or obscene remarks, jokes, posters or cartoons; and any unwelcome touching, pinching, or other physical contact. Other forms of unlawful harassment or discrimination may include: racial epithets; slurs or derogatory remarks; comments, jokes, posters or cartoons based on race, national origin, age, disability, marital status, or other legally protected categories. Prohibited harassment might also be transmitted using Company Name’s electronic communications system, or through other online conduct.

1. Complaint Procedure

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, member, vendor, or anyone else who does business with Company Name, must immediately report such conduct to Company Owner (or other Designated Employee), in writing or by email.  If he is not available or if the behavior alleged pertains to him, they shall report the matter to Company Name’s General Counsel, General Counsel Name. Failure to report harassment or discrimination may itself subject an employee to discipline.

1. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, member, vendor, or other person who does business with Company Name is exempt from the prohibitions in this policy. In response to every complaint, Company Name will conduct an investigation that may involve interviewing witnesses, if warranted, and, if improper conduct is found, take appropriate corrective action.
2. To the extent that an employee or contract worker is not satisfied with Company Name’s handling of a harassment or discrimination complaint, he or she must follow the dispute resolution procedure set forth in Section 1.5.

## 4.2 Attendance

1. Punctuality and regular attendance are essential to the successful operation of Company Name’s business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee has the desire to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. If the employee fails to call his or her supervisor or report for work for three consecutive workdays, the employee will be deemed to have voluntarily resigned from his or her employment with Company Name and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

## 4.3 Discipline and Standards of Conduct

1. As an at-will employer, Company Name may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time Company Name determines it is appropriate, an employee may be terminated immediately.
2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit Company Name’s right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property).

Engaging in any conduct Company Name deems inappropriate may result in disciplinary action, up to and including termination. Such behavior includes the following:

* 1. dishonesty;
	2. falsification of Company records;
	3. unauthorized use or possession of property that belongs to Company Name, a coworker, or a member of the public;
	4. possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
	5. fighting, engaging in threats of violence, engaging in violence, use of vulgar or abusive language, or practical jokes or other disorderly conduct that may endanger others or damage property;
	6. insubordination, failure to perform assigned duties, or failure to comply with Company Name’s health, safety or other rules;
	7. unauthorized or careless use of Company Name’s materials, equipment or property;
	8. unauthorized and/or excessive absenteeism or tardiness;
	9. lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
	10. sexual or other illegal harassment or discrimination;
	11. unauthorized use or disclosure of Company Name’s confidential information or an employee’s confidential information; and
	12. violation of any Company policy.

## 4.4 Dress Code

1. Company Name’s dress code is business casual. Employees may be asked to wear Company-branded apparel for certain Company social or business events.

## 4.5 Safety

1. Company Name is committed to providing a safe workplace. It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety-conscious, employees can protect themselves and their coworkers. Employees must promptly report all unsafe working conditions, accidents and injuries, regardless of how minor, so that any potential hazards can be corrected. Failure to report a safety issue may itself subject an employee to discipline.
2. There are inherent risks associated with working in a place where home inspectors are trained about safety concerns.  The establishment and maintenance of a safe work environment are the shared responsibility of everyone at Company Name.  Company Name employees, vendors, contractors, and guests must obey safety rules, exercise caution, and adhere to common sense in all activities. This includes refraining from attempting any task you are not completely confident you can safely complete. Employees must immediately report any possibly unsafe conditions to Company Owner (or other Designated Employee), in writing or by email.  If he is not available, they shall report the conditions to Company Name’s General Counsel, General Counsel Name.
3. Any person injured on Company Name’s premises must immediately report the injury to Company Name’s Chief Operating Officer in writing or by email.  If the Chief Operating Officer is not available, the report should be made to Company Name’s General Counsel.
4. Safety includes being conscious of potential security concerns. Company Name’s facility is large and located in an office park where there may be very few people in the area at certain times. At other times, the facility may have many visitors. If an employee is suspicious or concerned about any person in the facility or near the premises, that employee must report his/her suspicion or concern to his/her supervisor. Non-Exempt Employees should not be in the building outside regular business hours without permission of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

## 4.6 Driving for Work Purposes

1. No person shall operate a vehicle for Company Name whose ability to drive is impaired due to alcohol, illegal drugs, or legal medications.
2. Any person driving a vehicle for Company Name shall obey all applicable traffic laws.
3. Any person asked to drive a vehicle for Company Name who feels they cannot safely do so must disclose their concern to their supervisor and shall not drive until they can safely do so.
4. If you drive a personal vehicle on Company Name business, your own auto insurance will serve as the primary coverage for any resulting liability or expense.
5. Anyone driving a vehicle for Company Name must hold a current valid driver’s license.
6. Any employee whose driver’s license or privilege to drive is suspended or revoked must immediately notify Company Name in writing or by email.  Any person charged with driving under the influence of alcohol, driving while impaired, reckless driving, careless driving, engaging in a speed contest, failure to stop for a school bus, or eluding a police officer must immediately notify Company Name in writing or by email.

## 4.7 Substance Abuse

1. Company Name is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Company Name premises or while using Company Name vehicles or equipment, or at any location during work hours.
2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.
3. Any violation of this policy will result in disciplinary action, up to and including termination.
4. Any employee who feels he or she has developed an addiction to or problem with alcohol or legal or illegal drugs is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

## 4.8 Workplace Searches

1. All offices, desks, file drawers, cabinets, lockers, Company vehicles, and other Company equipment (including but not limited to computers, email and voicemail) and facilities and any area on Company premises are the property of Company Name and are intended for business use. Employees should have no expectation of privacy with respect to Company property and/or items stored within Company property or on Company premises. Inspections may be conducted at any time, without notice, at the discretion of Company Name.

## 4.9 Internet, Email and Computer Use

1. Company Name uses various forms of electronic communication, including, but not limited to: computers; email; telephones; voicemail; instant message; text message; Internet; cell phones/smartphones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of Company Name and are to be used only for Company business and not for personal use.
2. The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from Company premises; (2) accessed using Company Name computer or telecommunications equipment, or via Company-paid access methods; and/or (3) used in a manner that identifies Company Name. The following list is not exhaustive and Company Name may implement additional rules from time to time:
3. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interests of Company Name. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on Company computer systems.
4. An employee's own electronic media may be used only during breaks. All other company policies, including Company Name’s zero tolerance for discrimination, harassment, or retaliation in the workplace apply.
5. All electronic information created by any employee on Company premises or transmitted to Company property using any means of electronic communication is the property of Company Name and remains the property of Company Name. You should not assume that any electronic communications are private or confidential and should transmit personal or sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect Company Name’s ownership of the electronic information. Company Name will override all personal passwords, if necessary, for any reason.
6. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management.
7. Employees who use electronic devices on which information may be received, transmitted and/or stored (including, but not limited to, cell phones, cordless phones, laptops, tablets, FAX machines, and voicemail communications) are required to use them in strict compliance with the Confidentiality section of this Handbook. These communication tools should not be used for communicating confidential or sensitive information or any trade secrets.
8. Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only. Any information about Company Name, its products or services, or other types of information that will appear in the electronic media about Company Name, must be approved before the information is placed on any electronic information resource that is accessible to others.
9. Company Name employees must preserve all work-related electronically stored information (ESI) for 90 days after the ESI is created or received. After 90 days, employees may delete ESI, except as set forth below. The purpose of this policy is to promote efficiency by keeping Company Name’s computers, networks, and electronic devices operating as efficiently as possible. Electronically stored information includes emails, instant messages, text messages, and other communication used by employees. ESI does not include information that Company Name maintains in the regular course of business, such as membership records, member marketing materials designed by staff, etc.

IMPORTANT: If an employee reasonably anticipates that ESI may be relevant to pending, threatened, or likely litigation, the employee should preserve the ESI and promptly inform Company Name’s General Counsel. Company Name’s General Counsel may then put a “litigation hold” on all ESI and other documents relevant to that litigation or possible litigation. If a litigation hold is instituted, employees MUST PRESERVE and not alter, delete, remove, discard, or destroy, directly or indirectly, any ESI or documents relevant to the litigation or possible litigation.

## 4.10 Social Media Policy

1. Company Name is committed to utilizing social media to enhance its profile and reputation, to listen and respond to opinions and feedback, and to drive revenue, loyalty, and advocacy. All employees are encouraged to support such activities through their personal social networking channels, while adhering to the guidelines outlined in this section.
2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user-generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, consumer review sites, forums, online communities. and any similar online platforms.
3. Employees are expected to conduct themselves in a professional manner and to respect the views and opinions of others. Company Name and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing, or damaging to Company Name’s interests or reputation are not permitted. The use of social media channels on company time for personal purposes is not allowed.
4. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to, email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, and other social media networks) created on behalf of Company Name become the property of Company Name.
5. Employees must not disclose private or confidential information about Company Name, its employees, clients, vendors or members on social networks. Employees must respect trademarks, copyrights, intellectual property, and proprietary information. No third-party content should be published without prior permission from the owner.
6. Company Name maintains the right to monitor company-related employee activity on social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

## 4.11 Cell Phone Policy

1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Phone conversations should be conducted away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be prohibited and other disciplinary action may be imposed.
2. Company Name may provide a cell phone and/or a cell phone allowance to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including those prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut your cell phone off or put it on vibrate mode during meetings.

Section 5: Employee Benefits and Services

## 5.1 General

1. Aside from those benefits required by state and federal regulations, Company Name also offers additional benefits for its full-time employees. From time to time, benefits may be added or deleted from the benefits package. Company Name reserves the right to make such changes.
2. This Handbook does not contain the complete terms and/or conditions of any of Company Name’s current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, contact Office Manager, Office Manager Name.

## 5.2 Group Health Insurance

1. Company Name offers a group health plan for eligible employees. Company Name’s group health insurance plan is offered through Health Insurance Provider Name. Dental coverage is provided through Dental Insurance Provider Name. These benefits are paid for by Company Name. Some new hires are eligible only after a probationary period, as determined by management. For more information, refer to Company Name’s Benefits Booklet for complete details and benefits.

## 5.3 COBRA

1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under Company Name’s group health insurance plan(s), you are entitled to continue your coverage in the event that your employment with Company Name ends. Under COBRA, Company Name must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event the opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or the employer's bankruptcy.

## 5.4 Workers’ Compensation

1. All states have Workers' Compensation laws whose purpose is to promote the general welfare by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of and in the course of employment. Company Name carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with their job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

## 5.5 Social Security Benefits (FICA)

1. During your employment, you and Company Name both contribute funds to the federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage, once you reach retirement age.

## 5.6 Unemployment Insurance

1. Company Name pays state and federal taxes to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances as described by law. This insurance is administered by applicable state agencies, who determine the eligibility for benefits, the amount of benefits (if any), and the duration of benefits.

# Section 6: Employee Leave of Absence and Time Off

## 6.1 General

1. While regular attendance is crucial to maintain business operations, Company Name recognizes that, for a variety of reasons, employees occasionally need time off from work. Company Name has available a number of types of leaves of absence. Some are governed by law, and others are discretionary. For all planned leaves, however, employees must submit a request to their supervisors at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the supervisor. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of Company Name, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with Company Name.
2. All requests for a leave of absence will be considered in light of their effect on Company Name and its work requirements, as determined by Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, Company Name will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to Company Name to support a leave for medical reasons. Failure to provide the required certification to Company Name in a timely manner will result in delay or denial of leave. If an employee requires an extension of a current leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
3. While Company Name will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her former (or any) position, except as required by law.

## 6.2 Paid Time Off

1. Eligible employees are entitled to five paid time off ("PTO") days per year. A PTO day’s pay for hourly full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis. Employees may not accrue more than five days of time off. When employees who are eligible for paid time off do not take the full amount of time off they could have taken in a year, that amount will be forfeited at the end of the year. Upon termination, employees will not be paid accrued but unused time off as wages.

## 6.3 Holidays

1. Company Name observes the following paid holidays:

* 1. New Year's Day
	2. Martin Luther King, Jr. Day
	3. Memorial Day
	4. Independence Day
	5. Labor Day
	6. Thanksgiving Day
	7. Christmas Day
	8. New Year's Eve
1. Company Name will grant paid holiday time off to all eligible employees. Holiday pay for regular full-time employees will be calculated based on the employee's base pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Part-Time Employees, Temporary Employees, and Independent Contractors are not eligible for paid holiday time off.
2. If an eligible Non-Exempt Employee works on a recognized holiday with Company approval, he or she will receive his or her regular rate for hours worked on the holiday. (No overtime is offered in such instances.)
3. Employees who travel to attend and/or manage events on behalf of Company Name shall be compensated for time worked and any applicable per diem at a rate to be determined by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

## 6.4 Family and Medical Leave

1. Because of the size of Company Name’s staff, Company Name is not required to comply with the federal Family and Medical Leave Act ("FMLA"). However, we recognize that our employees may occasionally need to take unpaid leave to care for a new child, to care for a seriously ill family member, to handle an employee's own medical issues, or to handle issues relating to a family member's military service, possibly including caring for a family member who is injured while serving in the military. If you anticipate that you might need time off to deal with family or medical issues, please speak with your supervisor. Every request will be considered on a case-by-case basis.

## 6.5 Workers' Compensation Leave

1. Any employee who is unable to work due to a work-related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal FMLA for employees eligible for FMLA leave.

## 6.6 Bereavement Leave

1. In the event of a death in the immediate family, employees may have up to three working days, with pay, at their regular hourly rate or base salary, to handle family affairs and attend the funeral. "Immediate family" is defined as: father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, and father-in- law.

## 6.7 Jury Duty

1. U.S. citizens have a civic obligation to provide jury duty service when called. Employees are entitled up to 10 working days, with pay, at their regular hourly rate or base salary for jury duty.
2. By state law, all employees (including part-time and temporary employees who were scheduled to work for the three months preceding jury service) are entitled to regular wages of up to $50 per day for the first three days of jury duty. Wages will be paid within 30 days of jury service. No demands may be made on the employee that interfere with their effective performance of jury duty.
3. The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days when their presence in court is not required.

## 6.8 Voting Time

1. Employees who are registered voters and who lack three non-work hours when polls are open to vote in any local, state or national election may take up to two hours off work, with pay, at the beginning or end of the day upon request, or at a time decided by his or her supervisor. Employees must request such leave prior to Election Day.

# At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook

Employee (Printed Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I acknowledge that I have been provided with a copy of the Company Name (the "Company") Employee Handbook, which contains important information on Company Name’s policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Abuse, and Confidentiality. I understand and agree that the policies described in the Handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between Company Name and me is at-will and can be terminated by Company Name or me at any time, with or without cause or notice. Furthermore, Company Name has the right to modify or alter my position, or impose any form of discipline it deems appropriate, at any time. Nothing in this Handbook is intended to modify Company Name’s policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of Company Name.

I understand that Company Name reserves the right to make changes to its policies, procedures and benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that Company Name reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Name Employee Handbook. I have read and agree to abide by the policies and procedures contained in it.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Employee Signature