

**Williams Group Sample Employee Manual**

**Revised January 2022**

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Core Policies

1.0 Welcome

1.1 At-Will Employment

Your employment with ABC Eyecare is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Practice at any time, with or without notice and with or without cause.  
  
Nothing in this handbook or any other Practice document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Dr. Williams has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Dr. Williams.  
  
If a written contract between you and the Practice is inconsistent with this handbook, the written contract is controlling.  
  
Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.  
  
This policy may not be appropriate in its entirety for employees working in Montana.

1.2 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with ABC Eyecare will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.  
  
The Practice complies with all federal and state employment laws, and this handbook generally reflects those laws. The Practice also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.  
  
The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.  
  
Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Practice reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.  
  
If you have questions about your employment or any provisions in this handbook, contact Doctor Williams.  
  
We wish you success in your employment here at ABC Eyecare!  
  
All the best,  
  
Doctor Williams, Dr. Williams  
ABC Eyecare

2.0 Introductory Language and Policies

2.1 About the Company

Add your [[about the company]] statement here.

2.2 Company Facilities

Insert information about your [[company facilities]] here.

2.3 Ethics Code

ABC Eyecare will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Practice.  
  
We expect that officers, directors, and employees will not knowingly misrepresent the Practice and will not speak on behalf of the Practice unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Practice or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).  
  
Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.4 Mission Statement

Insert your company's [[mission statement]] here.

2.5 Our Organization

Add [[information about your organization or organizational chart]] here.

2.6 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including ABC Eyecare policies and procedures. The handbook is not a contract. The Practice reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

ABC Eyecare is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Practice, you must disclose it to your Manager. If an actual or potential conflict of interest is determined to exist, the Practice will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Disability Accommodation

ABC Eyecare complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Practice will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.  
  
If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

* A description of the proposed accommodation.
* The reason you need an accommodation.
* How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Practice will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Practice in connection with a request for accommodation will be treated as confidential.  
  
The Practice encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Practice is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Practice.  
  
If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.  
  
The Practice will not discriminate or retaliate against employees for requesting an accommodation.

3.3 EEO Statement and Nonharassment Policy

*Equal Opportunity Statement*

ABC Eyecare is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Practice is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.  
  
The Practice will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Practice will take appropriate corrective action, if and where warranted. The Practice prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.  
  
We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

*Policy Against Workplace Harassment*

ABC Eyecare has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

*Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.  
  
While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

* Unwelcome requests for sexual favors;
* Lewd or derogatory comments or jokes;
* Comments regarding sexual behavior or the body of another;
* Sexual innuendo and other vocal activity such as catcalls or whistles;
* Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
* Repeated requests for dates after being informed that interest is unwelcome;
* Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Practice or any government agency;
* Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
* Any unwanted physical touching or assaults or blocking or impeding movements.

*Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.  
  
Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

* The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
* Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
* A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

*Reporting Discrimination and Harassment*

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [[name, title, phone number, email]] or any member of management.  
  
The Practice prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.  
  
We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.  
  
Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Practice determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Practice may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Practice will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

3.4 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with ABC Eyecare. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Manager.  
  
If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Practice.

3.5 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at ABC Eyecare. It is your obligation to inform the Practice of any such potential conflict so the Practice can determine how best to respond to the particular situation.

3.6 Job Descriptions

ABC Eyecare attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Manager.  
  
Job descriptions prepared by the Practice serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Practice may have to revise, add to, or delete from your job duties per business needs. On occasion, the Practice may need to revise job descriptions with or without advance notice to employees.  
  
If you have any questions regarding your job description or the scope of your duties, please speak with your Manager.

3.7 New Hires and Introductory Periods

The first [[insert #]] days of your employment is considered an introductory period. During this period, you will become familiar with ABC Eyecare and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Practice can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the [["at-will"]] employment relationship.

3.8 Religious Accommodation

ABC Eyecare is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Practice dress code or the individual's schedule, basic job duties, or other aspects of employment. The Practice will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Practice question the validity of a person's belief.  
  
If you require a religious accommodation, speak with your Manager [[or appropriate department]].

3.9 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Manager.

4.0 Wage and Hour Policies

4.1 Accommodations for Nursing Mothers

ABC Eyecare will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.  
  
If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.  
  
Expressed milk can be stored [[in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler]]. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.  
  
Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.  
  
You must make reasonable efforts to not disrupt Practice operations.  
  
You are encouraged to discuss the length and frequency of these breaks with your Manager.  
  
[[Optional clause: This policy applies only to employees classified as nonexempt under the Fair Labor Standards Act.]]

4.2 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Manager. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.  
  
ABC Eyecare reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.3 Business Expenses

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at ABC Eyecare.  
  
Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Practice procurement processes.

*Business Meetings (Employer-Sponsored Events and Meetings)*

The Practice pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Practice employees. The most senior Practice individual present is to pay for and report all expenses.  
  
The Practice will make every effort to have a master account set up for Practice-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

*Entertainment*

The Practice pays for entertainment expenses only when they clearly benefit the Practice and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses.

*Technical and Training Seminars*

The Practice pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your Manager.

*Gifts*

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer. The Practice does not reimburse cost over $25 for business gifts.

*Other Expenses*

The Practice will pay for postage and telephone expenses that are for business purposes.

*Reporting*

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

4.4 Direct Deposit

ABC Eyecare encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask [[the Payroll Supervisor or Human Resources Director]] for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.  
  
If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

4.5 Introduction to Wage and Hour Policies

At ABC Eyecare, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Manager.

4.6 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from ABC Eyecare.

4.7 Meal and Rest Periods Policy

ABC Eyecare strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. The Practice requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

4.8 Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Manager.  
  
At certain times ABC Eyecare may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.  
  
Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

4.9 Paycheck Deductions

ABC Eyecare is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, [[LIST OTHER REQUIRED DEDUCTIONS: e.g., state income taxes, state unemployment taxes, state disability insurance taxes, etc.]], and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Manager.  
  
The Practice will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Manager.  
  
You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.  
  
The Practice will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.10 Pay Periods

At ABC Eyecare, the standard pay period is [[weekly, biweekly, semimonthly, etc.]] for all employees. Pay dates are [[insert day or dates]]. If a pay date falls on a holiday, you will be paid on [[the preceding workday]]. [[If a pay date falls on a Saturday or Sunday, you will be paid on [the preceding Friday].]] Special provisions may be required from time to time if holidays fall on pay dates. Check with your Manager if this type of date arises. [[Insert other special circumstances here, if applicable, or revise previous language as applicable.]]  
  
If you are paid by commission, refer to your commission agreement.  
  
Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

4.11 Recording Time

ABC Eyecare is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Practice has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Practice [[time cards/time sheets/punch clock/timekeeping application/other]]. Exempt employees may also be required to track days or time worked. Speak with your Manager for specific instructions.  
  
You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Practice procedures for recording your hours worked. Time must be recorded as follows:

* Immediately before starting your shift.
* Immediately after finishing work, before your meal period.
* Immediately before resuming work, after your meal period.
* Immediately after finishing work.
* Immediately before and after any other time away from work.

[[Time sheets/time cards are to be turned in to your Manager or appropriate department on (date or dates).]]  
  
[[If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.]]  
  
Notify your Manager [[or appropriate department]] of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.  
  
Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to [[appropriate department]] any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.12 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at ABC Eyecare.  
  
Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved ABC Eyecare business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your Manager has been received.

*Advances*

The Practice does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

*Travel Expenses*

The Practice pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

* Airline tickets.
* Meals and lodging.
* Car rental, bus, taxi, parking.
* Telephone and fax.
* Laundry and dry cleaning (trips exceeding one week only, unless emergency).
* Business supplies and services.
* Associated gratuities.
* Other expenses necessary to achieve the business purposes.

*Family Members*

The Practice will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the [[President or Chief Executive Officer]].

*Air Travel*

Use economy or tourist class airfares when traveling on Practice business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Practice officers should travel together on the same flight.  
  
Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

*Hotels*

Neither in-room movies nor refreshment bars are approved Practice expenses.

*Insurance*

The Practice does not pay for personal travel insurance for employees.

*Rental Cars*

You are to use rental firms having existing relationships with the Practice and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

*Personal Vehicles*

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and may not have more than [[2 points]] on your driving record. Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The [[President or Chief Executive Officer]] must authorize any deviation from this policy.

*Reporting*

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

*Travel Reservations*

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

4.13 Travel Time Pay

Some nonexempt positions within ABC Eyecare require travel. The Practice pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is [[8:30 – 5:30 (Monday – Friday), etc.]].

*Home to Work Travel*

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

*Home to Work on a Special One Day Assignment in Another City*

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Practice may deduct/not count that time you would normally spend commuting to the regular work site.

*Travel That Is All in a Day's Work*

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

*Travel Away from Home Community*

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Practice will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

*Work Performed While Traveling*

Any work you perform while traveling must be counted as hours worked.

*Calculating and Reporting Travel Time*

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

4.14 Use of Employer Credit Cards

All employees in the possession of a credit card issued by ABC Eyecare will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Practice vehicle use (gas, oil, etc.) under $100 do not require prior approval. Credit card purchases for vehicle use over $100 and any other business purchases over $25 must receive prior approval from your Manager.  
  
Submit all sales receipts generated by use of the Practice credit card [[weekly/monthly]] to your Manager [[or appropriate department]]. Your Practice credit card may not be used for personal reasons. Use of the Practice credit card is restricted to approved business related expenses.  
  
Any unauthorized purchases made with a credit card issued by the Practice will be the cardholder's responsibility. You must reimburse any such purchase to the Practice within [[#]] days.  
  
Immediately report lost or stolen Practice cards to your Manager. Failure to follow this policy may result in disciplinary action up to and including discharge.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

ABC Eyecare will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Practice, whether on or off Practice property, may result in disciplinary action including suspension or termination of employment.  
  
You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Disciplinary Process

Violation of ABC Eyecare policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Practice encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Practice is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.  
  
In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Practice is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.3 Exit Interview

You may be asked to participate in an exit interview when you leave ABC Eyecare. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Practice in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.4 Open Door/Conflict Resolution Process

ABC Eyecare strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Manager and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:  
  
If you believe there is inappropriate conduct or activity on the part of the Practice, management, its employees, vendors, customers, or any other persons or entities related to the Practice, bring your concerns to the attention of your Manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Manager. If you have already brought this matter to the attention of your Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.5 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at ABC Eyecare is prohibited. The Practice recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Practice should be reported to your Manager. Failure to adhere to this policy may result in discipline up to and including termination.

5.6 Pay Raises

Depending on financial health and other Practice factors, efforts will be made to give pay raises consistent with ABC Eyecare profitability, job performance, and the consumer price index. The Practice may also make individual pay raises based on merit or due to a change of job position.

5.7 Performance Improvement

ABC Eyecare will make efforts to periodically review your work performance. The performance improvement process will take place [[annually, biannually, monthly, etc.]], or as business needs dictate. You may specifically request that your Manager assist you in developing a performance improvement plan at any time.  
  
The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.8 Post-Employment References

ABC Eyecare policy is to confirm dates of employment and job title only. With written authorization, the Practice will confirm compensation. Forward any requests for employment verification to [[Human Resources or appropriate department]].

5.9 Promotions

To match you with the job for which you are best suited and to meet the business needs of ABC Eyecare, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.  
  
[[Optional: All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Practice benefits for which they are eligible.]]

5.10 Resignation Policy

ABC Eyecare hopes that your employment with the Practice will be a mutually rewarding experience; however, the Practice acknowledges that varying circumstances can cause you to resign employment. The Practice intends to handle any resignation in a professional manner with minimal disruption to the workplace.

*Notice*

The Practice requests that you provide a minimum of [[two weeks']] notice of your resignation. [[If you are a Manager, you are requested to provide a minimum of [four weeks'] notice.]] Provide a written resignation letter to your Manager. If you provide less notice than requested, the Practice may deem you to be ineligible for rehire, depending on the circumstances of the notice given.  
  
The Practice reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

*Final Pay*

The Practice will pay separated employees in accordance with applicable laws and other sections of this handbook.  
  
Notify the Practice if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

*Return of Property*

Return all Practice property at the time of separation, including [[list items to be returned, such as uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards]]. Failure to return some items may result in deductions from your final paycheck where state law allows. [[In some circumstances, the Practice may pursue criminal charges for failure to return Practice property.]]

5.11 Standards of Conduct

ABC Eyecare wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.  
  
While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.  
  
Examples of inappropriate conduct include:

* Violation of the policies and procedures set forth in this handbook.
* Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
* Being under the influence of alcohol during working hours on Practice property (including in Practice vehicles), or on Practice business.
* Inaccurate reporting of the hours worked by you or any other employees.
* Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Practice or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
* Taking or destroying Practice property.
* Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
* Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
* Disclosure of Practice trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Practice or its customers, contractors, suppliers, or vendors.
* Refusal or failure to follow directions or to perform a requested or required job task.
* Refusal or failure to follow safety rules and procedures.
* Excessive tardiness or absences.
* Smoking in nondesignated areas.
* Working unauthorized overtime.
* Solicitation of fellow employees on Practice premises during working hours.
* Failure to dress according to Practice policy.
* Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
* Engaging in outside employment that interferes with your ability to perform your job at this Practice.
* Gambling on Practice premises.
* Lending keys or keycards to Practice property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.12 Transfers

ABC Eyecare may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.13 Workforce Reductions (Layoffs)

If necessary based upon business needs, ABC Eyecare management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Practice will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Access to Personnel and Medical Records Files

ABC Eyecare maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.  
  
Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Practice reasonable notice. Inspection must occur in the presence of a Practice representative.  
  
All requests by an outside party for information contained in your personnel file will be directed to the [[appropriate department]], which is the only department authorized to give out such information.

6.2 Computer Security and Copying of Software

Software programs purchased and provided by ABC Eyecare are to be used only for creating, researching, and processing materials for Practice use. By using Practice hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Practice policies, as well as city, state, and federal laws and regulations.  
  
All software acquired for or on behalf of the Practice, or developed by Practice employees or contract personnel on behalf of the Practice, is and will be deemed Practice property. It is the policy of the Practice to respect all computer software rights and to adhere to the terms of all software licenses to which the Practice is a party. The [[Director of Information Systems]] is responsible for enforcing these guidelines.  
  
You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Practice to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Practice must be purchased through [[Information Systems or appropriate department]].  
  
You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Practice.

6.3 Employer-Provided Cell Phones/Mobile Devices

ABC Eyecare may issue certain employees a Practice cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.  
  
[[We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Practice, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.]]  
  
The Practice owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them.  
You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Practice in operable condition.  
  
Violation of this policy may result in discipline, up to and including termination of employment.

6.4 Employer Sponsored Social Events

ABC Eyecare holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Manager prior to the event.  
  
Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.5 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, ABC Eyecare has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.  
  
You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.  
  
To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.  
  
This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.  
  
Violations of this policy should be reported to your Manager.

6.6 Off-Duty Use of Employer Property or Premises

You may not use ABC Eyecare property for personal use during working time. You are responsible for returning Practice property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Practice products, or office supplies for personal use without prior authorization.  
  
It is Practice policy to control off duty and nonworking hour use of Practice facilities either for business or personal reasons. You are prohibited from using Practice facilities during off duty or nonworking hours without the written consent of your Manager. If you use Practice facilities during your off-duty hours or Practice off-hours, you may be required to sign a log-in and log-out sheet maintained by the Practice or building manager.

6.7 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of ABC Eyecare. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.  
  
Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.  
  
The Practice, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Practice. Contact your Manager to request a reasonable accommodation.  
  
Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.8 Personal Cell Phone/Mobile Device Use

While ABC Eyecare permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.  
  
Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Practice property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).  
  
You are expected to comply with Practice policies regarding the protection of confidential and proprietary information when using personal devices.  
  
While operating a vehicle on work time, the Practice requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.  
  
You [[may/may not]] connect your personal device to the Practice network or to Practice equipment (computers, printers, etc.). [[If permitted, describe allowable use and any restrictions.]]  
  
You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from [[IT, management, human resources, etc.]]. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Practice information, [[Set forth security policies related to specific devices, for example, any software requirements (antivirus, firewall, VPN, etc.). Include details on how information will be removed from a device upon termination of employment]]. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the Practice will not be liable for the cost difference.  
  
Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.  
  
You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.9 Personal Data Changes

It is your obligation to provide ABC Eyecare with your current contact information, including current mailing address and telephone number. Inform the Practice of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact [[Human Resources or appropriate department or person]].

6.10 Security

All employees are responsible for helping to make ABC Eyecare a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Manager immediately. Refrain from discussing specifics regarding Practice security systems, alarms, passwords, etc. with those outside of the Practice.  
  
Immediately advise your Manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Practice. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.11 Social Media

At ABC Eyecare, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Practice, you are expected to follow our guidelines for appropriate use of social media.  
  
This policy applies to all employees who work for the Practice.

*Guidelines*

For purposes of this policy, ***social media*** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Practice, as well as any other form of electronic communication.  
  
Practice principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Practice.

*Know and Follow the Rules*

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

*Be Respectful*

The Practice cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Practice policy. Your personal posts and social media activity should not reflect upon or refer to the Practice.

*Maintain Accuracy and Confidentiality*

When posting information:

* Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Practice.
* Do not create a link from your personal blog, website, or other social networking site to a Practice website that identifies you as speaking on behalf of the Practice.
* Never represent yourself as a spokesperson for the Practice. If the Practice is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Practice. Make it clear in your social media activity that you are speaking on your own behalf.
* Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

*Using Social Media at Work*

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Practice.

*Media Contacts*

If you are not authorized to speak on behalf of the Practice, do not speak to the media on behalf of the Practice. Direct all media inquiries for official Practice responses to Human Resources.

*Retaliation and Your Rights*

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.  
  
Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.12 Third Party Disclosures

From time to time, ABC Eyecare may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.  
  
If you receive such a contact, you should not speak on behalf of the Practice and should refer any call requesting the position of the Practice to [[media contact person]]. If you have any questions about this policy or are not certain what to do when such a contact is made, contact [[media contact person]].

6.13 Use of Company Technology

This policy is intended to provide ABC Eyecare employees with the guidelines associated with the use of the Practice information technology (IT) resources and communications systems.  
  
This policy governs the use of all IT resources and communications systems owned by or available at the Practice, and all use of such resources and systems when accessed using your own devices, including but not limited to:  
  
[[List items, such as:

* Email systems and accounts.
* Internet and intranet access.
* Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
* Printers, photocopiers, and scanners.
* Fax machines, e-fax systems, and modems.
* All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
* Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.]]

*General Provisions*

Practice IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.  
  
All content maintained in Practice IT resources and communications systems are the property of the Practice. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Practice electronic information and communications systems.  
  
The Practice reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Practice IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Practice will exercise this right periodically, without prior notice and without prior consent.  
  
The interests of the Practice in monitoring and intercepting data include, but are not limited to: protection of Practice trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.  
  
You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Practice IT resources and communications systems.  
  
Do not use Practice IT resources and communications systems for any matter that you would like to be kept private or confidential.

*Violations*

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Practice will also advise law enforcement officials of any illegal conduct.

6.14 Workplace Privacy and Right to Inspect

ABC Eyecare property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Practice and is subject to inspection at any time, without notice to any employees, and without their presence.  
  
You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Practice premises including that kept in lockers and desks.

7.0 Benefits

7.1 401(k) Plan

Eligible employees (as determined by the terms of the plan) may participate in the ABC Eyecare 401(k) plan. [[The Practice provides for employee pre-tax deferral contributions [and after tax Roth contributions] and also provides for employer matching funds of [%] for each dollar you contribute up to a maximum Practice contribution of [$ or % amount] per [pay period/year.] [and also provides for other employer contributions, which are subject to allocation and vesting requirements].]] Refer to your Summary Plan Description (SPD) for specifics.  
  
Contact [[appropriate person or department]] to find out if you are eligible to participate in the Practice 401(k) plan. The Practice is required to let you know if you are eligible.  
  
This benefit, as well as other benefits, may be canceled or changed at the discretion of the Practice, unless otherwise required by law.

7.2 Bereavement Leave

ABC Eyecare recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Practice will provide bereavement leave as follows:  
  
[[All employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member.]]  
  
[[OR]]  
  
[[Full-time employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member.]]  
  
[[Part-time employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member.]]  
  
[[Part-time employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member in proportion to the number of hours they are regularly scheduled to work. For example, a part-time employee regularly scheduled to work 20 hours per week is eligible for [one half the number of days indicated for full-time employees] of bereavement leave.]]  
  
You may use accrued but unused [[vacation/sick leave/paid time off]] if additional time is needed. [[Additional unpaid time off may be granted at the discretion of the Practice on a case-by-case basis.]]  
  
For purposes of this policy, ***immediate family member*** includes the following and applies both to the family of the employee and the employee's spouse: [[child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents]].  
  
You must provide notice of your need for bereavement leave as far in advance as possible. The Practice may require documentation supporting your need for bereavement leave.

7.3 Dental Insurance

All regular full-time employees who have completed [[90 days]] of employment at ABC Eyecare are eligible for the Practice dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

7.4 Employee Assistance Program (EAP)

ABC Eyecare provides confidential assistance through its employee assistance program (EAP) to all eligible employees [[and their family members/dependents]]. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.  
  
Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Practice.  
  
In certain circumstances, you may be referred to the EAP by your Manager due to job performance issues.  
  
[[**FOR EMPLOYERS WHO PERFORM DRUG OR ALCOHOL TESTING:** If you test positive on an alcohol and/or drug test, you may be referred to the EAP for assessment and rehabilitation recommendations. Your decision to participate in the recommended treatment, successful completion of the program, and additional treatment recommendations will be communicated to the Practice]].  
  
EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.  
  
EAP services can be initiated by contacting the EAP service provider, [[provider name]], at: [[phone number/website]].

7.5 Employer-Sponsored Disability Benefits

ABC Eyecare offers the following employer-sponsored disability insurance benefits to employees when they miss work due to non-work-related disabilities.

*Eligibility*

All [[regular/full-time/part-time]] employees [[employed for at least # days/months]] are eligible for employer-sponsored [[Short-Term Disability/Long-Term Disability insurance benefits]].

*[[Short-Term Disability Insurance]]*

[[Short-Term Disability insurance generally pays a weekly benefit if you cannot work because of a covered illness or injury. The benefit replaces a portion of your weekly income, providing funds directly to you to help pay your bills and living expenses. Check your plan documents for details about benefit payments and duration.]]

*[[Long-Term Disability Insurance]]*

[[Long-Term Disability insurance generally pays a monthly benefit to you if you cannot work because of a covered illness or injury. The benefit replaces a portion of your income, thus helping to meet your financial commitment in a time of need. Check your plan documents for details about benefit payments and duration.]]

*[[Additional Information]]*

[[The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Contact [appropriate person or department] for a copy of the plan provisions, required forms, and additional information about these benefits.]]

7.6 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Manager for clarification.

7.7 Flexible Spending Account (FSA)

ABC Eyecare provides Flexible Spending Account (FSA) benefits for eligible employees. FSAs provide tax-free reimbursement to employees for [[health care and/or dependent care]] expenses that are not reimbursed by any other insurance or reimbursement program.  
  
[[A Health Care FSA provides eligible employees the opportunity to pay for medical expenses, on a pretax basis, that are not reimbursed by an insurance plan. Both the amount you contribute and the amount you are reimbursed from your Health Care FSA are income tax free.]]  
  
[[A Dependent Care FSA provides eligible employees the opportunity to pay for dependent care expenses for a child, disabled spouse, or dependent parent, on a pretax basis. Both the amount you contribute and the amount you are reimbursed from your Dependent Care FSA are income tax free.]]  
  
All [[regular full-time/part-time]] employees are eligible for the above FSA benefits.  
  
If eligible, you may elect an annual amount to contribute, which will be divided and deducted from your pay each pay period, and may be used to pay for eligible expenses. [[The Practice also contributes [describe employer contribution here] to your FSA.]] Annual elections are limited by established plan maximums and are subject to applicable IRS forfeiture and rollover provisions.  
  
Contact [[appropriate person or department]] for a copy of the plan summary and for questions about this benefit.

7.8 Health Insurance

ABC Eyecare offers group health insurance benefits to all eligible [[full-time]] employees [[who have completed (90) days of employment]] [[and their eligible dependents]]. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from [[appropriate person or department]].  
  
[[Your group health benefits are paid in part by the Practice. The remainder of the costs are paid by you through deductions from your paycheck.]]  
  
Benefits may be canceled or changed at the discretion of the Practice, unless otherwise prohibited by law.  
  
If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Practice will provide you with information about your rights to continue your benefits coverage.

7.9 Holidays

ABC Eyecare offers the following paid holidays each year: [[list all paid holidays]].  
  
When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.  
  
If a holiday falls on your regular day off, ask your Manager how it affects you.  
  
You will be compensated for holidays in accordance with federal and state law.

7.10 Jury Duty Leave

ABC Eyecare encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.  
  
If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use [[PTO/vacation]] in place of unpaid leave.  
  
The Practice reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.  
  
The Practice will not retaliate against employees who request or take leave in accordance with this policy.

7.11 Life Insurance

ABC Eyecare provides life insurance to all regular full-time employees who have completed [[90 days]] of employment with the Practice. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

7.12 Military Leave (USERRA)

ABC Eyecare complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to [[Human Resources or appropriate department]]. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact [[Human Resources or appropriate department]].

7.13 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Manager for clarification.

7.14 Paid Time Off (PTO)

ABC Eyecare provides employees with paid time off (PTO). PTO may be used for [[vacation, sick time, or other personal matters]].

*Eligibility*

All [[full-time regular]] employees are eligible to receive PTO [[immediately upon hire/upon completion of the introductory period/after completing # days of employment]].

*Deposits Into Your Leave Account*

PTO is calculated according to [[your work anniversary year/the calendar year/the fiscal year, which begins on [date] and ends on [date] ]].  
  
[[**EMPLOYERS MUST CHOOSE ONE**:]]  
  
[[**Option 1**:]]  
  
The amount of PTO received each year is based on your length of service and [[is granted in a lump sum at the beginning of each year/accrues according to an accrual schedule determined by the Practice up to a maximum annual grant as shown below:]]

* First year of employment: [[# hours/days/weeks]] annually.
* Second and third year of employment: [[# hours/days/weeks]] annually.
* Third through fifth year of employment: [[# hours/days/weeks]] annually.
* Over five years of employment: [[# hours/days/weeks]] annually.

Part-time regular employees receive PTO time in proportion to their work schedule.  
  
PTO granted during your first year of employment will be prorated based on your hire date.  
  
[[**OR**]]  
  
[[**Option 2**:]]  
  
All eligible employees will accrue [[# hours/days/weeks]] of PTO for every [[period of time]] worked, up to a maximum accrual of [[# hours/days/weeks]].  
  
Once you reach the maximum accrual amount, you will not accrue any additional PTO until you use some of the accrued but unused PTO and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue PTO because you accrued the maximum amount.

*Leave Usage and Requests for Leave*

Practice encourages you to use your PTO time. You are eligible to begin using PTO [[immediately upon hire/upon completion of your introductory period/as soon as it is received /after # days of employment]].  
  
You must request PTO from your Manager as far in advance as possible, but at least [[# days/weeks]] in advance. The Practice will generally grant requests for PTO when possible, taking business needs into consideration. [[When multiple employees request the same time off, their [[length of employment/seniority/collective-bargaining agreement]] may determine priority in scheduling PTO times.  
You must take PTO in increments of at least [[# of hours/days]].

*During a Leave of Absence*

Practice may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.  
  
[[EMPLOYERS WHO USE AN ACCRUAL METHOD MUST ADD THE FOLLOWING LANGUAGE: You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.]]

*Carryover*

[[EMPLOYERS MUST CHOOSE ONE:]]  
  
[[Unused PTO can be carried over to the following year [**You may want to explain conditions for carryover:** e.g., on or about your anniversary date/at the beginning of the following [calendar/fiscal] year].]] [[The Practice may elect to offer payment for the unused time [on or about your anniversary date/at the beginning of the following [calendar/fiscal] year].]]  
  
[[OR]]  
  
[[OPTIONAL LANGUAGE FOR ALL STATES EXCEPT CALIFORNIA, COLORADO, MONTANA, AND NEBRASKA. DO NOT USE THIS LANGUAGE FOR CALIFORNIA, COLORADO, MONTANA, OR NEBRASKA HANDBOOKS.]]  
  
[[You may not carry over unused PTO] to the following year. Any unused PTO will be forfeited [on or about your anniversary date/at the end of the [calendar/fiscal] year].]]

*Separation of Employment*

Upon separation of employment for any reason, you will [[forfeit any earned but unused PTO time unless state law dictates otherwise/will be paid for earned but unused PTO time]].

7.15 Pension and Profit Sharing Plan

All regular full-time employees who have completed at least [[90 days]] of employment at ABC Eyecare are eligible to participate in the pension [[and profit-sharing]] plan. After a specified period of employment, this plan provides you with a vested interest related to your length of employment. The Practice contributes on your behalf to the plan [[which may or may not be matched by your personal contribution]].  
  
As with your insurance benefits, refer to the Summary Plan Description (SPD) provided by the benefits administrator for specifics or contact [[Human Resources or appropriate department]] for more information.

7.16 Personal Leave of Absence

ABC Eyecare recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

*Eligibility*

All [[regular/full-time/part-time]] employees employed for at least [[# days/months]] are eligible to apply for an unpaid personal leave of absence.

*Requesting Leave*

Requests for unpaid personal leave must be submitted to your Manager [[and/or appropriate department]] in writing at least [[# days]] in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.  
  
Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Practice.  
  
[[You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence/You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.]]  
  
[[Sick leave, PTO, vacation time, seniority, or other benefits]] will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.  
  
If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.  
  
[[# Benefits While on Leave]]  
  
[[Your Practice-provided [health] benefits will be continued at the same level and under the same conditions as prior to the leave, for up to [# weeks/months as shown in the benefit plan document]. You are responsible for payment of your portion of the insurance premium while on personal leave.]]  
  
[[If you are on a personal leave of absence that exceeds [# weeks/months as shown in the benefit plan document], or you fail to pay your premium payment in a timely manner, the Practice will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.]]

*Extension of Leave*

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least [[# days/weeks]] in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Practice denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

*Return to Work*

In advance of your scheduled return date, [[your Manager or appropriate department]] will arrange for you to resume your previous position, if available. However, the Practice's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Practice retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

*Failure to Return from Leave*

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

*Alternative Employment*

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Practice. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

7.17 Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than [[30]] hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at ABC Eyecare are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.18 Regular Part-Time Personnel

All employees who work fewer than [[#]] hours per week are considered part time. Part-time employees are not eligible for ABC Eyecare benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.19 Sick Pay

ABC Eyecare allows its regular full-time employees who have completed their introductory period [[#]] sick days per calendar year. Notify your Manager as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you cannot notify your Manager in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your Manager.  
  
You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state mandated use of sick time. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.  
  
[[Sick time accumulation will be capped at a total of [#] days per year.]]

7.20 Temporary Personnel

Temporary employees are hired for a specific period or specific work project, not to exceed [[#]] months in duration. ABC Eyecare reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

7.21 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by ABC Eyecare and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Practice.

7.22 Vacation

ABC Eyecare provides employees with paid vacation.

*Eligibility*

All [[full-time regular]] employees are eligible to receive vacation time [[immediately upon hire/upon completion of the introductory period/after completing # days of employment]].

*Deposits Into Your Leave Account*

Vacation is calculated according to [[your work anniversary year/the calendar year/the fiscal year, which begins on [date] and ends on [date]]].  
  
[[**EMPLOYERS MUST CHOOSE ONE**:]]  
  
[[**Option 1**:]]  
  
The amount of vacation received each year is based on your length of service and [[is granted in a lump sum at the beginning of each year/accrues according to an accrual schedule determined by the Practice up to a maximum annual grant as shown below]]:

* First year of employment: [[# hours/days/weeks]] annually.
* Second and third year of employment: [[# hours/days/weeks]] annually.
* Third through fifth year of employment: [[# hours/days/weeks]] annually.
* Over five years of employment: [[# hours/days/weeks]] annually.

Part-time regular employees receive vacation time in proportion to their work schedule.  
  
Vacation granted during your first year of employment will be prorated based on your hire date.  
  
[[**OR**]]  
  
[[**Option 2**:]]  
  
All eligible employees will accrue [[# hours/days/weeks]] of vacation for every [[period of time]] worked, up to a maximum accrual of [[# hours/days/weeks]].  
  
Once you reach the maximum accrual amount, you will not accrue any additional vacation until you use some of the accrued but unused vacation and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue vacation because you accrued the maximum amount.

*Leave Usage and Requests for Leave*

Practice encourages you to use your vacation time. You are eligible to begin using vacation [[immediately upon hire/upon completion of your introductory period/as soon as it is received /after # days of employment]].  
  
You must request vacation from your Manager as far in advance as possible, but at least [[# days/weeks]] in advance. The Practice will generally grant requests for vacation when possible, taking business needs into consideration. When multiple employees request the same time off, their [[length of employment/seniority/collective-bargaining agreement]] may determine priority in scheduling vacation times.  
  
You must take vacation in increments of at least [[# of hours/days]].

*During a Leave of Absence*

Practice may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.  
  
[[**EMPLOYERS WHO USE AN ACCRUAL METHOD MUST ADD THE FOLLOWING LANGUAGE:** You will not accrue vacation during unpaid leaves of absence, or other periods of inactive service, unless vacation accrual is required by applicable federal, state, or local law.]]

*Carryover*

[[**EMPLOYERS MUST CHOOSE ONE:**]]  
  
[[Unused vacation can be carried over to the following year [**You may want to explain conditions for carryover:** e.g., on or about your anniversary date/at the beginning of the following [calendar/fiscal] year].]] [[The Practice may elect to offer payment for the unused time [on or about your anniversary date/at the beginning of the following [calendar/fiscal] year].]]  
  
[[**OR**]]  
  
[[**OPTIONAL LANGUAGE FOR ALL STATES EXCEPT CALIFORNIA, COLORADO, MONTANA, AND NEBRASKA. DO NOT USE THIS LANGUAGE FOR CALIFORNIA, COLORADO, MONTANA, OR NEBRASKA HANDBOOKS.**]]  
  
[[You may not carry over unused vacation to the following year. Any unused vacation will be forfeited [on or about your anniversary date/at the end of the [calendar/fiscal] year].]]

*Separation of Employment*

Upon separation of employment for any reason, you will [[forfeit any earned but unused [vacation time] unless state law dictates otherwise/will be paid for earned but unused [vacation time].]]

7.23 Vision Care Insurance

All regular full-time employees who have completed [[90 days]] of employment at ABC Eyecare are eligible for the Practice vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

7.24 Voting Leave

If your work schedule prevents you from voting on Election Day, ABC Eyecare will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

7.25 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at ABC Eyecare, no matter how slightly, you are to report the incident immediately to your Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.  
  
To receive workers' compensation benefits, notify your Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

ABC Eyecare is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Practice to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

*Prohibited Conduct*

The Practice expressly prohibits employees from engaging in the following activities when they are on duty or conducting Practice business or on Practice premises (whether or not they are working):

* The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
* The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
* The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Practice does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Practice Disability Accommodation policy for additional information.  
  
Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.  
  
[[# Employer-Sponsored Events]]  
  
[[From time to time, the Practice may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.]]  
  
[[# Treatment and/or Rehabilitation]]  
  
[[The Practice may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Practice may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Practice may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.]]

*Violations*

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.2 General Safety

It is the responsibility of all ABC Eyecare employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Practice health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Practice also requires that all occupational illnesses or injuries be reported to your Manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.3 Workplace Smoking

ABC Eyecare is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

8.4 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of ABC Eyecare, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

*Zero Tolerance Policy*

The Practice has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.  
  
Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

*Prohibited Conduct*

Prohibited conduct includes, but is not limited to:

* Physically injuring another person.
* Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
* Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
* Possessing, brandishing, or using a firearm on Practice property or while performing Practice business except as permitted by state law.
* Violating a restraining order, order of protection, injunction against harassment, or other court order.

*Reporting Incidents of Violence*

Report to your Manager [[or appropriate department]], in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

*Violations*

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

*Retaliation*

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.  
  
If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.  
  
If you believe you have been wrongfully retaliated against, immediately report the matter to [[appropriate department]].

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Practice and a safe, productive, and pleasant workplace.  
  
ABC Eyecare

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the ABC Eyecare Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Practice has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the [[position or title]] of the Practice. I also understand that any delay or failure by the Practice to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Practice or affect the right of the Practice to enforce such rule, regulation, or procedure in the future.  
  
I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Practice representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.  
  
If I am covered by a written employment agreement (signed by an authorized Practice representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.  
  
This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.  
  
This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by ABC Eyecare.  
  
If I have any questions about the content or interpretation of this handbook, I will contact Doctor Williams.

[sig|req|signer1]                                                    [date|req|signer1]  
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 Signature                                                                     Date

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 Print Name