

# **PROFESSIONAL EMPLOYER RESOURCES INC.**

**EMPLOYEE HANDBOOK**

## **FORWARD AND PURPOSE**

Welcome to Professional Employer Resources (“PER”).

Our goal is to provide you with the best employee services we can offer.

Your company has chosen PER as their “off-site” personnel department to provide superior benefits and employee management expertise. In turn, this improved work environment should create the best opportunity for you to develop your skills and to enjoy your job.

This handbook is provided for your information only. It contains sections on payroll, workers compensation and employee benefits, along with some general business practices. This handbook is not a legal document or an employment contract express or implied, or a promise of treatment in any particular manner in any given situation. Indeed, in the absence of a signed written agreement to the contrary, your employment is “at-will” which means that it can be terminated at any time for any or no reason with or without notice.

This handbook states only general company guidelines and cannot anticipate every situation regarding your employment. In order to have the necessary flexibility in the administration of policies and procedures, PER reserves the right to withdraw or modify this employee handbook and/or the benefits and policies described herein without prior notice to the employee.

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## I. INTRODUCTION

### A. Employee Handbook Statement

This handbook is designed to acquaint you with PER and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read all provisions of the handbook. It describes many of your responsibilities as an employee and outlines many of the programs developed by PER to benefit employees. One of our objectives is to promote a work environment that is conducive to both personal and professional growth.

This employee handbook supersedes all prior policies, procedures, manuals or handbooks (not notwithstanding contemporaneous or subsequent addendums or supplements to this employee handbook to be used in conjunction with this manual). If a prior employee handbook, workplace policy or local, state or federal law conflicts with the provisions contained in this employee handbook, contact the Human Resources Department at PER. In most cases, the provisions of this employee handbook will control over prior policies and will remain effective.

### B. History of Professional Employer Resources

PER is a human resource management company in a service industry of professional employer organizations. Many successful businesses enlist the services of PER to help them manage their payroll, workers compensation, benefits, human resources responsibilities, and other routine personnel matters.

We take on the role of an off-site personnel office for your employer. This permits us to become the employer of record for payroll, workers compensation, benefits, and other programs.

PER provides customized service for each of our clients. We are proud of the fact that we have a staff that can help you in the increasingly complex world of payroll, workers compensation, benefits and labor regulations. You should feel free to call our office anytime you have a question or concern about personnel related matters. We are here to help you.

### C. PER as Your Personnel Department

We help our clients and your supervisors stay abreast of labor trends, personnel procedures, record keeping, and other human resource activities.

Your employment record begins with an Employee Enrollment Packet which includes

W-4, Immigration Service Form I-9, and other important information that we ask you to complete. Some employees may also be required to complete other documents such as, but not limited to; confidentiality – non-disclosures, and non-compete agreements as a "condition of employment". All of this is kept in a confidential file. If you need employment information such as verification of income for a credit loan or for other employment documentation, you may contact PER for assistance.

PER is your employer of record, or W-2 employer, and your boss or supervisor is your worksite employer. Do not let this confuse you. PER takes care of the employee-related paperwork, maintains the payroll, workers compensation and employee benefits, and provides help to you and your worksite employer on personnel matters. Your worksite employer maintains the direction and control over your employment, including but not limited to recruiting, interviewing, screening, hiring, disciplining, terminating and supervising employee performance.

It is your responsibility to notify PER or your supervisor of changes to your employment record. These include changes in address, name, information on your W-4 (marital status), etc.

It is important to remember for situations such as work-related injuries if you are hurt or become ill in the course of employment with PER, or for unemployment matters, wage and employment verification inquiries, loans, etc., to name PER as your employer of record, not your worksite employer.

### D. Special Practices of Professional Employer Resources

Business needs and other requirements often fluctuate in our industry. PER serves many diverse types of businesses, therefore there may be situations that warrant supplemental conditions of employment or policies where you work. These supplemental or additional rules may cover such things as schedules, procedures, safety rules, different state regulations,

etc. If your supervisor requires any added materials beyond what you find in this employee handbook, they are included as an addendum to this policy.

The materials contained in this employee handbook are general in nature. Consequently, with some clients and in some states, PER reserves the right to include additional requirements or policies that address a particular need of our clients and employees. An addendum may be attached to this employee handbook and is just as important as other parts of this handbook. Make sure you ask to see an addendum if you do not find one attached to this employee handbook.

#### **E. Failure of Client to Meet Obligations**

While we hope this never happens, PER may terminate its agreement with a client for failure to meet certain obligations. Should that occur, PER will no longer be your co-employer. Accordingly, PER will not continue to pay or provide benefits to you beyond your last day of employment with PER. In the event that a termination between both your worksite employer and PER occurs, you will receive notice in writing.

#### **F. Equal Opportunity Employment**

PER is committed to providing a work environment that is free from discrimination. Upon request, PER educates all clients on the legal requirements of recruiting, hiring and promoting job applicants without regard to race, religion, color, national origin, sex, age, veteran status, marital status, or any other classification protected by federal, state or local law. When available, reasonable accommodations are provided to qualified individuals who have disabilities. Decisions on employment and promotion are based upon an individual's qualifications, with reference to the skills and abilities of the position for which the individual is being considered. If you have any questions or concerns regarding this policy, please contact either your supervisor, who has direction and control over your employment, or the Human Resource Department of PER.

#### **G. Sexual and Non- Sexual Harassment**

PER encourages a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses that might interfere with work performance. There is a ZERO TOLERANCE for harassment in any form and we are committed to the principle that all employees have the right to work in an environment free of discrimination and any form of unlawful harassment based on race, color, religion, age, sex, national origin, disability/handicap, marital status or any other protected classification. To help ensure that no employee feels him/herself to be subject to discrimination or unlawful harassment, PER prohibits any offensive physical, written, or spoken conduct regarding any protected trait, including conduct of a sexual nature, off-color jokes, racial, ethnic, or religious slurs or innuendos (the "Conduct").

Offensive Conduct of a sexual nature may constitute harassment when engaged in by someone employed by the Company in a position to influence employment decisions. When (1) submission to such conduct is made, either expressly or implicitly, a condition of the recipient's continued employment; or (2) submission to or rejection of such conduct by the recipient is used as the basis for employment decisions affecting the recipient. As used in this policy, the term unlawful harassment may, depending on the particular circumstances, consist of the following:

- Unwelcome or unwanted advances, including sexual advances. This means patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by the other individual.
- Requests or demands for favors, including sexual favors. This includes subtle or blatant expectations, pressures or requests for any type of favor, including a sexual favor, accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment status.
- Verbal abuse or kidding that is oriented toward a prohibited form of harassment, including that which is sexually oriented and considered unacceptable by another individual. This includes, for example, commenting about an individual's national origin, race, body or appearance where such comments go beyond mere courtesy; telling "dirty jokes" or racial or ethnic jokes that are unwanted and considered offensive by others; or any tasteless sexually, ethically or racially oriented comments, innuendos or actions that offend others.

- Engaging in any type of sexually oriented conduct or other prohibited form of harassment that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attentions to someone that reduces that person's productivity or time available to work at assigned tasks.
- Creating a work environment that is intimidating, hostile, abusive or offensive because of unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts or attentions, or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail), whether sexually oriented or otherwise related to some other form of harassment.

PER will not tolerate prohibited harassment, including sexual harassment, of its employees by anyone, whether it is administrators, managers, supervisors, other employees, outside suppliers, vendors, consultants or customers.

If an employee believes that he or she is being subject to any of the foregoing forms of harassment or believes that he or she is being discriminated against because other employees are receiving favored treatment in exchange, for example, for sexual favors, he or she must bring this to the attention of the employee's supervisor or the Human Resources Department of PER at (888) 599-4991. If the employee has a complaint about their supervisor, the employee must report the conduct to the Human Resource Department of PER. If the matter is reported to the employee's supervisor, the supervisor must immediately report the matter to PER. For the convenience of all employees, PER also provides a hotline (877) 773-1353 that employees can call to report sexual and non-sexual harassment claims. This resource is available 24 hours a day 7 days a week and can be dialed from the privacy of their home.

Any supervisor or manager who becomes aware of possible discrimination or sexual or other unlawful harassment must promptly advise PER's Human Resource Department.

If the investigation discloses a violation of this policy, appropriate action from counseling to reprimand to dismissal may result depending on the circumstances of the situation. A record of the complaint and findings will become a part of the complaint investigation record and the file will be maintained separately from the personnel file.

**PER urges all employees who are involved in the investigation to respect the privacy of the complaining employee/alleged victim and the alleged harasser so as not to impair their careers or reputations.** All parties must be aware of the seriousness of such complaints and the damage that can be done to everyone concerned. Therefore, to the extent possible, the privacy of the employee under investigation and those who assist in the investigation shall be respected at all times. All persons must recognize that false accusations of sexual harassment can have serious effects on innocent individuals.

Any person electing to utilize this complaint resolution procedure will be treated courteously, the problem handled swiftly and confidentially, and the registering of a complaint will in no way be used or held against the employee, nor will it have an adverse impact on the complaining individual's/alleged victim's employment status. Employees must also report any re-occurrences of the complained of actions, or similar actions, and advise PER if they feel they are being retaliated against for reporting any action under this policy. Persons found to have retaliated against anyone because of their raising a complaint or involvement in an investigation of alleged harassment shall be subject to discipline, up to and including termination of employment.

Complete confidentiality of the complaint involving the substance of the allegations cannot reasonably be expected due to the very nature and process of the investigation of the complaint. Nonetheless, due to the serious nature of harassment complaints, PER will make an effort to restrict the dissemination of the complaint to those having a need to know. PER expects those involved in any investigation to maintain confidentiality with respect to the investigation.

#### **H. Immigration and Employment Eligibility**

In compliance with the Immigration Reform and Control Act of 1986, PER will hire only those individuals who are authorized to work in the United States. If you are authorized to work in this country for a limited period of time, before the expiration of that period you will be required to submit proof of your employment authorization and sign another Form I-9 in order to remain employed by PER.

## **II. GENERAL EMPLOYMENT INFORMATION**

### **A. Employment Probationary Period**

Your first ninety (90) days of employment you will be in a probationary status, also considered a trial basis period. [see addendum if a different probationary period applies]. This gives you an opportunity to get to know your supervisor and your work assignments, and provides the employer the opportunity to evaluate your performance to determine if your skills and performance meet minimum standard requirements for the position.

During this trial period, you and the supervisor will have an opportunity to observe and evaluate each other. You will be evaluated for qualities such as your ability to interact with others, professional conduct, attendance, willingness to learn, job performance and skills, etc.

After the satisfactory completion of this probationary period, you may achieve regular full-time or part-time employee status. This probationary period does not apply to existing employees of PER's clients who have completed their first ninety days with their worksite employer and who are now enrolling in PER's program.

Subject to state law, if hired, you are an at-will employee. You are subject to dismissal or discipline without notice or cause, at the discretion of your worksite employer or PER. Your successful completion of the probationary period does nothing to change the at-will nature of your employment. Nor is either PER or your worksite employer limited in their ability to terminate your employment prior to the expiration of the probationary period. No representative of the company, other than the president, has authority to change the terms of an at-will employment and that any such change can occur only in a written employment offer letter.

### **B. New Hire Policies**

You may be required, at the worksite employer's discretion, to successfully pass a physical examination or other applicable tests to qualify for certain jobs. For instance, you may be required to take a driver's examination and present proof of a valid driver's license and certificate of insurance issued on your vehicle in order to do certain work. Failure to maintain acceptable driving standards or vehicular insurance may be sufficient cause for immediate termination, if applicable.

Other documents may also be required depending on the requirements of your position. (e.g. CPR certification or other licensing requirements). Such will be added as an amendment to the conditions of employment for the newly hired employee.

### **C. Personal Information**

PER maintains important payroll and personnel records for each worksite employee. If information on your paystub is not correct, or accounting problems arise concerning your taxes, benefits, or other matters, please contact PER immediately.

You are responsible for making sure that your payroll information is kept current. You are required to report changes in address, phone number where you can be reached, number of dependents, and marital status changes to your worksite employer and PER's payroll department.

### **D. Safety & Accident Prevention**

Safety is a vital concern to PER and your worksite employer. The ultimate responsibility for safety, of course, lies with you. You have the greatest opportunity to develop safe work habits, prevent injury, and avoid work-related illnesses. We need your help in promoting safety and the prevention of accidents by reporting unsafe working conditions.

### **E. Conflict of Interest**

You must inform your supervisor or PER of any other job appointment that might interfere with your duties or assignments with the company. You are not to solicit or accept tips or gratuities for any related service in the course of your work duties, unless usual and customary in the industry in which you work.

Everyone has probably found himself/herself in a difficult situation when asked to make a purchase or donation to support some sort of fund-raising drive or cause. Even though most of these projects are worthwhile causes, they can disrupt normal operations as well as put unnecessary pressure on employees to participate. If non-employees are involved, this

activity can also involve trespass. The following rules must be followed to ensure that everyone's rights and obligations are upheld:

- Solicitation and distribution of literature by non-employees on Company property is prohibited at all times.
- Employees are not allowed to distribute literature nor solicit during working times or in working areas at anytime. This includes sending email or leaving voice mail messages while the soliciting employee is working, or personally soliciting a co-worker while the person doing the soliciting or the person being solicited is on working time.

#### F. **Termination**

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

RESIGNATION – voluntary employment termination initiated by an employee, such as offering a resignation notice

JOB ABANDONMENT - voluntary employment termination initiated by an employee, such as walking off the job, no call, no show

DISCHARGE – involuntary employment termination initiated by PER or your worksite employer.

LAYOFF - involuntary employment termination initiated by the worksite employer for legitimate business reasons.

RETIREMENT – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from your worksite employer.

Your immediate supervisor or PER may attempt to schedule an exit interview at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefit conversion privileges, repayment of outstanding debts to the worksite employer, or return of employer owned property. Suggestions, complaints and questions can be expressed at this time.

## **III. TIMEKEEPING / PAYROLL**

#### A. **Hours of Work**

A basic workday for a full-time employee is eight (8) hours, exclusive of the meal period. Various factors, such as workloads, operational efficiency, staffing needs, and client working schedules may require variations in your starting and ending times. The beginning and ending of your standard workweek will be given to you by your supervisor. Employees are expected to be at work, ready to begin at the established starting time. Employees are expected to remain at work and perform their assignments until the end of their work schedule. Punctual and consistent attendance is a condition of employment.

#### B. **Timekeeping**

Your work hours are to be recorded by means of a time card or other designated time-keeping device. You are required to report to work on time. You are responsible for making sure that your time is recorded accurately. If you find any errors, contact your supervisor immediately. You must record your own time; never the time of another employee, doing so could be grounds for termination.

#### C. **Overtime Pay**

You are to work overtime only at the request and authorization of your supervisor. Only non-exempt employees qualify for overtime pay and are subject to this provision. Overtime pay is based on hours worked per workweek. You are to record all time that you work, including time that you work over your normal schedule. This is to be written on the time card when it actually occurs. Time, for pay purposes, is rounded to the nearest tenth of an hour. Overtime hours approved by your supervisor, and worked in excess of forty (40) hours in a work week, will be paid at one and one-half times (1.5X) your regular rate of pay.

Contact PER if you have any question about this overtime policy.

Hours worked means time actually spent on the job. It does not include hours away from work due to vacation, sickness, or holiday even when these days are compensated. Unpaid sick leave, personal leave or any other time away from work are not considered hours worked.

**D. Salary Basis Policy**

Fair Labor Standards Act (FLSA) provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales and highly compensated employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at no less than \$455 per week. Exempt computer employees may be paid at least \$455 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the department's regulations.

***Salary Basis Requirement***

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

***Circumstances in Which the Employer May Make Deductions from Pay***

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. In addition, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

***Company Policy***

It is our policy to comply with the salary basis requirements of FLSA. Therefore, we prohibit all company managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the company does not allow deductions that violate FLSA.

***What to Do If an Improper Deduction Occurs***

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to PER's payroll department. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you must clearly communicate that to your worksite employer for reimbursement.

**E. Payroll Deductions**

PER is required to make proper deductions from your earnings on your behalf. Amounts withheld vary according to how much you earn, your marital status, government employment regulations, and other factors. These mandatory deductions are made until the maximum amount is reached. Mandated withholdings include some of the following:

- Federal Income Tax (FIT)
- State Income Tax (if applicable)

- Social Security (FICA)
- Medicare
- Court Ordered Garnishments

Other deductions may be made from your paycheck with your permission, including: (you may be required to submit a signed enrollment and/or payroll deduction form)

- Credit Union
- Pay card
- Medical Benefits
- Various ancillary benefit programs
- Other services requested by the employee

PER may be required and will abide by Federal, State, and local law to recognize certain court orders, liens, garnishments, and wage assignments.

#### **F. Payday**

Your payday depends upon your posted pay cycle. This may be a weekly, biweekly, semimonthly, or monthly pay period. Paychecks are delivered to you, or mailed within at least seven (7) days after the end of the pay period.

If you have any concerns regarding your paycheck, including errors and overtime pay, you should discuss the issue with your worksite employer. If you cannot resolve the issue with your supervisor you should contact PER to assist with a possible solution.

Except in emergencies, adjustments will appear in the next issued paycheck. If you lose or damage your paycheck, notify PER IMMEDIATELY. PER will replace the check after being authorized by the bank to do so. The employee will incur all costs for reissued checks including stop payment fees and mailing fees.

#### **G. Direct Deposit of Paychecks**

You may elect direct payroll deposit into your bank if your worksite employer offers this benefit. This assumes that your bank is a member of the Automated Clearinghouse Association of Banks. The application for participation in direct deposit is available through PER. Credit Union deposits are transmitted through this same convenience.

## **IV. ATTENDANCE AND LEAVES OF ABSENCE**

#### **A. Absenteeism and Tardiness**

Absenteeism and tardiness is a serious loss to you and your worksite employer. It is important for you to be at work when scheduled. If you are going to be absent or late, you must advise your supervisor before the start of your shift. It's critical for the employee to make every attempt to contact their direct supervisor on the telephone. If you are unable to reach your supervisor you must speak to the supervisor on duty or leave a message in the supervisor's voice mail and follow up to ensure the message was received. Texting anyone including your supervisor and/or a co-worker is not an acceptable means of communication. Friends or relatives may not call in on your behalf unless your circumstance or condition prevents you from calling in. Failure to follow proper communication procedures will lead to disciplinary action up to and including termination of employment. If you fail to report to work for a scheduled working day without proper notification, your supervisor will consider you to have "abandoned" your job and you may be subject to termination of employment. Check with your worksite employer on these specifics.

**B. Medical Appointments**

Medical and dental appointments should be scheduled around your assigned work schedule. If this is impossible, talk to your supervisor to make special arrangements. You will not be paid for these absences.

**C. Paid Leaves**

Paid leave may be available to employees after the probationary period. Please refer to your work site employee manual or company policy for further information. Upon termination, any unused, accrued vacation/sick time will not be paid at termination, unless otherwise stated in writing by your worksite employer or if required by state law.

**D. Leaves of Absence**

We realize that leaves of absence due to prolonged illness, accidents, or other compelling reasons are sometimes necessary. Although leaves of absence are uncommon, they should be properly arranged through your supervisor. PER and the worksite employer reserve the right to deny leave request based upon business related issues.

PER has a formal request form that you can use for this purpose. The term, "Leave of Absence", means an approved absence from work, with or without pay, for a period of time in excess of five (5) working days.

The granting of a non-FMLA leave, especially an extended one, does not guarantee that there will be a position available to you after the end of your leave (unless there is a state or federal policy). Each case will be treated individually and upon your return, an effort may be made to give you the best available job for which you are qualified by experience, ability and seniority. Employees returning from a leave necessitated by medical reasons may be required to provide a doctor's release. If you have any questions about approved leaves of absence, PER will be happy to provide you with the information. Your worksite employer retains the right to offer non-FMLA leaves of this nature.

It is your responsibility to report to work at the end of an approved leave. Failure to do so may be considered a voluntary termination of employment.

**E. Family Medical Leave Act of 1993 (FMLA)**

**Your worksite employer may not be required to comply with the  
Family Medical Leave Act (FMLA)**

The FMLA applies to any employer in the private sector who engages in commerce, or in any industry or activity affecting commerce, and who has 50 or more employees each working day during at least 20 calendar weeks in the current or preceding calendar year.

The law also covers all public agencies (state and local governments) and local education agencies (schools, whether public or private). These employers do not need to meet the "50 employee" test. Title II of FMLA covers most federal employees, who are subject to regulations issued by the Office of Personnel Management.

To be eligible for FMLA leave, an individual must meet the following criteria:

- Be employed by a covered employer and work at a worksite within 75 miles of which that employer employs at least 50 people;
- Have worked at least 12 months (which do not have to be consecutive) for the employer; and
- Have worked at least 1,250 hours during the 12 months immediately before the date FMLA leave begins.

An employer need not count employment prior to a break in service of seven years or more unless there was a written agreement between the employer and employee (including a collective bargaining agreement) to rehire the employee, or the break in service was due to fulfillment of military service in the National Guard or Reserves.

## **EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY MEDICAL LEAVE ACT**

### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is:

- a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*, or
- a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition”.**

### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Eligibility Requirements**

Employees are eligible if:

- they have worked for a covered employer for at least 12 months,
- have 1,250 hours of service in the previous 12 months\*, and
- if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily

activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### **Employee Responsibilities**

**Employees must inform their worksite employer AND  
Call PER at 407-599-4990 to request FMLA leave.**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When a 30 day notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.

Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a medical certification and periodic recertification supporting the need for leave.

An employee that fails to give the required 30 day advanced notice for foreseeable leave may have their leave delayed until 30 days after the date the employee provides the required notice.

#### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### ***Use of Paid and Unpaid Leave***

If an employee has accrued paid leave (e.g., PTO leave), the employee must use any qualifying paid leave first. "Qualifying paid leave" is leave that would otherwise be available to the employee for the purpose for which the FMLA leave is taken.

The remainder of the 12 workweeks of leave, if any, will be unpaid FMLA leave. An employee may be eligible to receive benefits under PER's short term disability insurance during a family medical leave. Any paid and non-paid leave used for an FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness, provided the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 12 work week leave period.

### ***Limitations on FMLA Leave***

Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the child.

When both spouses are employed by PER, they are together entitled to a combined total of 12 workweeks of FMLA leave within the designated 12 month period. This is for the birth, adoption or foster care placement of a child with the employees, for aftercare of the newborn or newly placed child, and to care for a parent with a serious health condition. However, if the leave is taken by either spouse to care for the other who is seriously ill and unable to work; to care for a child with a serious health condition; or for his/her own serious illness, then each employee is eligible for 12 weeks of leave.

### ***Intermittent or Reduced Work Schedule Leave***

In the case of serious health conditions, leave may be taken intermittently or on a reduced leave schedule when medically necessary. Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must attempt to schedule the leave so as not to unduly disrupt operations. In such cases, the health care provider must submit a certification stating the leave must be granted on an intermittent or reduced schedule basis and the amount of time the leave on that basis will be needed. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment or recovery from a serious health condition, PER and/or the worksite employer may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

### ***Employer Response to Employee Request***

When an employee requests FMLA leave or when employer becomes aware of a possible FMLA qualified event, PER will notify the employee if they are eligible for FMLA leave by providing the employee with form WH-381 "Notice of Eligibility and Rights & Responsibilities along with Employee Rights and Responsibilities WHD publication 1420 (also posted at worksite when applicable). In addition, you may be provided with medical certification forms that need to be completed by a physician. These documents will outline if you are or are not eligible for FMLA leave as well as your rights and responsibilities to assist us in determining whether your absence qualifies for FMLA leave. **This document contains important and time sensitive information that the employee must abide by.**

### ***Medical Certification of Leave***

The application for leave based on the "serious health condition" of the employee or the employee's spouse, child, or parent must be accompanied by a "Certification of Health Care Provider" (document available from the Human Resources Department at PER) completed by the health care provider of the employee or the employee's ill family member. A certification is required for a continuous, intermittent or reduced workday or workweek leave schedule. The Certification of Health Care Provider form must be completed in its entirety and returned either prior to the leave (if foreseeable) or within 15 days after the employee's request for leave (if not foreseeable). PER needs to have an adequately completed certification to determine if FMLA applies. Leave may be delayed or denied until an adequate certification is received. PER may require a second or third opinion, at its expense. Recertification, if any, shall be at the employee's expense. In addition, PER may request recertification in appropriate circumstances.

## ***Benefits Coverage During Leave***

Benefits: During the leave, the employee will be retained on PER's health plan, (if applicable) life insurance policy, and PER's short-term disability policy under the same conditions that applied before the leave began. To continue health coverage while on leave, the employee must continue to make any contributions that he/she made for group and other insurance benefits prior to leave. Failure of the employee to pay his/her share of the health insurance premium may result in the loss of coverage.

Accrual of Paid Leave/Length of Service: Paid holidays are not provided to an employee who is on leave. PTO time does not accrue while the employee is on family medical leave. Such accrual will resume upon an employee's return to work. The annual PTO accrual will be prorated for the calendar year in which the leave of absence occurs based on the duration of the leave of absence and the employee's benefit eligibility and accrual rate.

Restoration to Employment: Absent special circumstances, an employee who returns from FMLA leave will be returned to the same position held when the leave began or to a position equivalent in pay, benefits, and other terms and conditions of employment.

Return from Leave: Before returning to work employees are required to provide employer with a doctor's note clearing them to return to work. The note must be stamped by the doctor's office or must be on prescription letter head stationary showing the physician's license number. The note must indicate:

- "Employee Name"
- Written Statement "Cleared to return to full duty"
- Written Statement "May return with restrictions" \*If cleared to return with restrictions the note must state what the restrictions are.
- The effective date the employee can return to work

**If the note does not indicate all the information as outlined above we may delay your return date until proper notice is provided.**

Recovery of Benefits: If an employee fails to return to work after the expiration of the leave, the employee may be required to reimburse the worksite employer for the payment of the health insurance premiums paid to maintain the employee's or dependent's coverage during the period of unpaid family medical leave. If the employee claims that he/she is not able to return because of a continuing serious health condition then a medical certification to substantiate that claim is required to be furnished to PER within 15 days from the date the employee's leave expired.

Employees who do not return to work upon the expiration of the leave may be treated as having voluntarily resigned.

An employee who requests an extension (should the leave be for less than 12 weeks) of family medical leave must submit his/her request, which includes the reason for the requested extension, to the Human Resources Department at PER prior to the expiration of the leave.

**Additional Information:** For further information or clarification about FMLA leave, please contact the Human Resources Department at PER at 407-599-4990.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**

## **F. Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are called to active duty in the Uniformed Services, you are eligible for unpaid military leave of absence in accordance with state and federal law. Present your supervisor with a copy of your service papers as soon as you receive them. We also require written notice. This will be kept on file to help track you and help ensure employment upon your return.

USERRA provides that individuals called to active duty are eligible for re-employment with their employer if the employee has:

- been absent from a civilian job for service in the uniformed service;
- given advance notice of the service to the employer;
- served in the military cumulatively for five years or less with respect to a position of employment with a particular employer;
- re-applied for re-employment in a timely manner after the individual's military service ended; and
- not left the service with a disqualifying discharge or under other than honorable circumstances.

During your absence, your length of service accumulates and your benefits will continue as required by applicable law. Upon application within the appropriate time period after your date of discharge from military service, you will receive the then-current rate of pay and the then-current benefits.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed 17 days (including travel). However, if you prefer, you may use your earned vacation time for this purpose. You should give your supervisor as much advance notice as possible so that we can have proper coverage while you are away.

#### **G. Jury and Witness Duty**

You may be granted time off, as requested by the court, to serve as a juror or witness. It is against the law to terminate an employee for complying with jury duty obligations. If your job is considered essential at work, your worksite employer reserves the right to request the court to have you excused from service. Time off to appear for jury or witness duty may be paid, according to state laws and or at the discretion of your worksite employer. Should your employer choose to compensate you for jury or witness duty, then you will be required to turn over the per diem pay received by the court for jury service. Employees will also be required to show proof of each date they attended jury or witness duty. This will be provided to you by the courts upon your request. Failure to provide proof may result in termination as this would be considered unexcused absences.

#### **H. Voting Time**

You are encouraged to vote in local, state and federal elections. In most instances, you can vote before or after working hours. When hardship makes this impractical, you may be granted additional time off with prior approval from your worksite employer.

#### **I. Domestic Violence Leave Policy**

Employees may be granted up to 3 days of unpaid leave in any 12-month period if the employee or a family or household member of an employee is the victim of domestic violence. This leave may be used to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
- Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
- Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence.
- Make your home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceeding arising from the act of domestic violence.

"Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have resided together in the past in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of you or your family or household member, you must provide appropriate advance notice 30 days in advance of the need for leave along with sufficient documentation of the act of domestic violence. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc.

Before receiving this leave, you must exhaust all PTO, including vacation leave, personal leave, and sick leave.

## V. BENEFIT PROGRAMS

If benefits are offered by your worksite employer they are subject to modification or cancellation at anytime. Details regarding benefits may be found in plan documents provided by your worksite employer or PER.

### A. Workers' Compensation

PER provides workers' compensation benefits to employees for job-related injury or illness. This insurance provides for medical care, temporary disability, and benefits for permanent disability.

Creating a safe place to work free of accidents is everyone's concern. If you become injured or ill on the job, you are to report immediately to your supervisor. Your supervisor will complete the "Employer's First Report of Injury Form" which must be submitted to PER within 24 hours following the accident or illness. A post-accident drug test is mandatory within this 24-hour period following the accident. Termination of employment may result if an employee refuses to submit to a drug test. Medical care will be provided as required by workers' compensation statutes. If you fail to report an accident, which develops into a "lost time" accident at a later date, you may have difficulty in obtaining workers' compensation benefits. If you voluntarily determine that you do not need medical attention or refuse medical attention you are still required to submit to a drug test within 24 hours of the injury/illness.

### B. Flexible Benefits and Reimbursable Accounts

You may elect to participate in PER's flexible benefit plan operating under Section 125 of the Cafeteria tax code. PER's plan is voluntary. Under this plan, you are able to reduce your out-of-pocket expenses and pay for certain medical and reimbursable costs using pre-tax dollars. The main advantage is more take-home pay. Using this plan, you may lower your federal and state taxable income. There is no FICA deduction on the excluded amount.

### C. Credit Union

PER maintains a credit union benefit for you. Many benefits are offered to you through the credit union with no extra cost when you join. Ask PER for further details.

### D. Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under PER's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; or a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at PER's group rates plus an administration fee.

PER provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under PER's health insurance plan. The notice contains important information about the employee's rights and obligations.

## **VI. COMMON BUSINESS PRACTICES / MISCELLANEOUS**

### **A. Appearance**

You create the image many people will have about the company or business where you work. A well-groomed appearance and good hygiene is important and gives confidence to your overall effectiveness.

Your worksite employer may establish specific guidelines for employee appearance and dress code policy. If such codes exist, you will find it as part of the addendum to this handbook. Safety and protective clothing may also be required in some worksite locations.

### **B. Courtesy**

Courtesy and your attitude toward customers and other people will influence the image people have of the company where you work – either positively or negatively. Develop an attitude of helpfulness and service toward your customers, fellow workers, and supervisors. Courtesy is the key to good human relations.

If you want further training in such areas as how to handle the telephone properly or how to better supervise people, contact PER for further details.

### **C. Care of Equipment**

You are responsible for equipment used in performing your work. You are required to immediately report any damaged or malfunctioning equipment to your supervisor, regardless if the damage was or was not caused by you. Equipment or supplies are not to be removed from your work premises without proper authorization from your supervisor. Your worksite employer and PER are not responsible for loss or damage to your personal property.

You are responsible for the safekeeping of your own property; including but not limited to personal items such as purses, wallets, jewelry, electronics, etc. Your worksite employer and PER are not responsible for lost, stolen or damaged personal property.

### **D. Hazardous Chemicals and Your Right-to-Know**

Employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act of 1970 and regulations which have been added to this act in recent years by both state and federal governments. If you believe that you are being exposed to a known or suspected hazard when working with toxic chemicals or substances, you have a right to know about such hazards through material safety data sheets (MSDS). Ask your supervisor to review the MSDS with you. If your supervisor does not have this information available, you are to contact PER immediately.

New employees who work with or who have contact with hazardous chemicals or substances are to consult with their supervisors in the proper handling of such chemicals in the workplace during orientation and new employee training.

### **E. Phone Calls, Personal Mail, Internet Usage and Visitors**

The use of business phones is limited to official company business. Local personal calls are to be kept to emergencies only. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Under no circumstances are you to make or charge a long-distance call unless it is work-related and approved by your supervisor.

Good telephone etiquette is important when dealing with the public. Identify yourself and the office or location where you work, in a pleasant and helpful voice. Be courteous and confine the conversations to the subject at hand. The first representation that many people have with an office or business is through the telephone. You are encouraged to cultivate a pleasant voice and cheerful manner.

Do not use company stationery, stamps, postage meters or other company supplies for your personal mail. Arrange for all of your personal correspondence to be sent to your home address.

The use of the electronic mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations. Furthermore, the electronic mail system is not to be used

to create any offensive or disruptive messages.

Internet usage is restricted to company related business. Do not transmit inappropriate emails or look at inappropriate web pages, as anything transmitted via the company hardware becomes company property and is subject to review. All of these activities are against company policy and could result in disciplinary action.

Personal visits by visitors (individuals not employed by the company) to your work area may also be restricted by your supervisor.

**F. Confidential Information**

Proprietary and Confidential information are not to be discussed among other co-workers, outside parties or individuals and solicitors. Such information is to be maintained with strict confidentiality. This includes but is not limited to information such as agreements, contracts, patient records information, employee records/information, financial statements, sales information, customer information, trade secrets, engineering information, manufacturing sales, etc. As a condition of employment clients may require an employee to complete documents such as a Non-Compete Agreement, Invention and Secrecy Agreement, Trade Secret Agreement and or Conflict of Interest Agreement.

Any employee who has access to sensitive/confidential information, and discusses any material with another person, except for assigned duty, may be subject to immediate dismissal. Information about other employees will also be treated confidentially and only be shared with those on a "need to know basis".

**G. Travel Authorization**

If you are traveling on company business, you must have authorization from your supervisor prior to making any travel arrangements. When using your personal vehicle on company business you must have a valid driver's license and carry adequate insurance on your own car. The company is not responsible for damage to your car while on company business. Reimbursement for travel will be made according to the mileage allowance schedule, which is provided to you by your supervisor.

If you operate a personal or company vehicle or are required to operate any machinery as part of your regular job duties, you must immediately report any driving infractions (tickets, reckless driving, DUI, etc.) to both your worksite employer and PER. This includes any infractions, accidents or citations you received on your own personal time. You may be subject to immediate termination for failing to abide by this policy or failure to disclose accidents, citations, DUI, reckless driving regardless if the act was committed while on the job or on personal time.

**H. Smoking**

Smoking may be prohibited at work except at designated smoking areas. Do not smoke in "No Smoking" areas. You should exercise extreme care regarding the fire hazards associated with smoking at all times. Failure to observe smoking restrictions or excessive breaks may lead to further disciplinary action up to and including termination.

**I. Snacks & Refreshments**

Consumption of food and beverages may not be permitted in some areas of the company's business. You are required to eat or drink on your own time, not on company time and you must do so in designated areas for this purpose.

**J. Theft and Dishonesty**

PER considers theft and dishonesty a serious offense. If you take company property or merchandise, it is stealing. Taking money from your employer, charging purchases, removing cash from registers for personal use is also viewed as theft, even if you intend to pay it back. Stealing in any form will not be tolerated and is grounds for immediate termination.

**K. Reduction of Staff**

Economic slowdown in a worksite employer using PER's services may make it necessary to reduce your working hours or may even make a layoff necessary. Such reductions and layoffs shall be undertaken in accordance with the business needs at PER and your worksite employer.

#### **L. Work-Related Problems/Grievances**

PER is available to help you solve misunderstandings. If you have a work-related problem, it should first be discussed with your worksite employer. If the problem persists after speaking to your worksite employer, please contact the Vice President of PER. As another resource you should contact the employee resource First Response Hotline at 1-877-773-1353. This resource is available 24 hours a day 7 days a week and can be dialed from the privacy and comfort of your own home.

You are required to report your issue/concern to PER so we may have an opportunity to resolve the conflict. Employees that quit their job due to dissatisfaction or misunderstanding may have unemployment benefits denied for failure to report the issue.

## **VII. EMPLOYEE CONDUCT / DISCIPLINARY ACTION**

#### **A. Employee Conduct**

To ensure orderly operations and provide the best possible work environment, all employees are expected to behave in a manner that will protect and enhance the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are a few examples of conduct that may result in disciplinary action, up to and including termination of employment:

- Lying on job application
- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Possession, distribution, sale, transfer or working under the influence of alcohol
- Possession, distribution, sale, transfer or use of illegal drugs regardless if the employee was on company or personal time
- Producing slipshod or defective work.
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of property owned by employer, employees or patient/customers
- Failure to follow workplace rules or supervisors' instructions
- Violation of safety or health rules
- Known violations of federal, state or local law, including without limitation laws addressing fraud and abuse for health care providers
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive smoke breaks or personal unauthorized breaks

- Unauthorized absence from workstation during the day
- Unauthorized use of telephones, computers, mail system, or other employer-owned equipment
- Unauthorized disclosure of business “secrets” or confidential information
- Unsatisfactory performance or conduct

Remember that unless an employee has a written employment contract expressly stating otherwise, employment with PER and your worksite employer is at-will based on the mutual consent of PER and the employee.

**B. Drugs and Alcohol Use**

It is PER's desire to provide a drug free, helpful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

Employees may be subject to immediate termination for manufacturing, using, possessing, distributing, selling, or consuming illegal drugs or controlled substances; regardless if such acts are committed on company or personal time and/or on or off company premises. Employees who consume alcohol when conducting business or on company time or come to work under the influence of alcohol may also be subject to immediate termination. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger themselves or other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

As a condition of employment, employees must abide by the above policy and notify PER and your worksite employer of any criminal conviction no later than five (5) days after such conviction.

**C. Drug Testing**

PER is committed to providing a safe, efficient, and productive work environment for all employees. To help ensure a safe, healthy and productive working environment, job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment. See PER for details on our applicable drug-testing program.

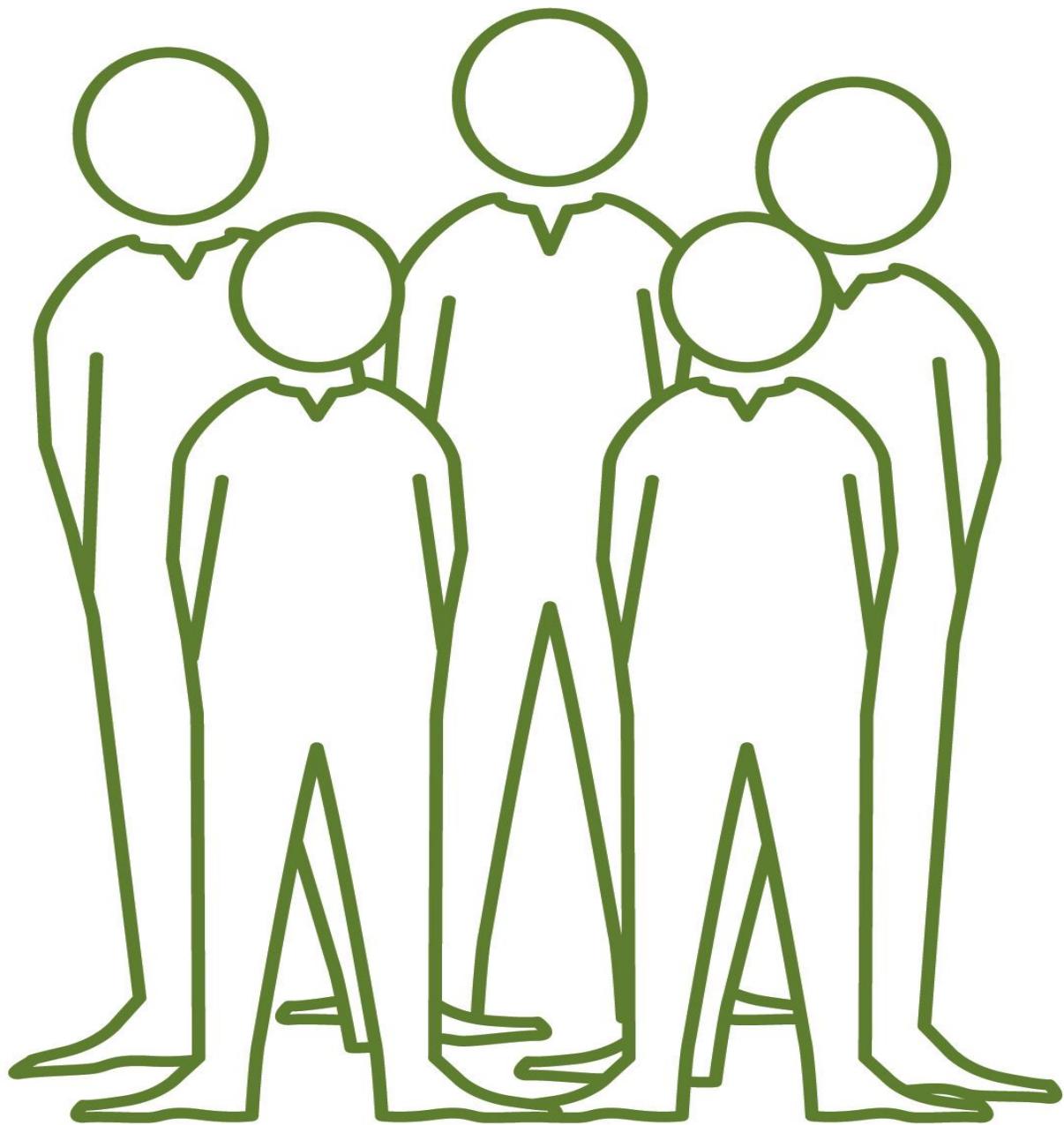
**D. Return of Property**

Employees are responsible for items issued to them by PER or the worksite employer or in their possession or control, such as the following:

- Mail
- Credit cards
- Keys
- Cell phone
- Manuals
- Protective Equipment
- Security passes/codes

- Written materials
- Computer equipment or software
- Client, patient or referral source information
- Vehicles

Employees must return all PER and worksite employer property, immediately upon request or upon termination of employment. Where permitted by applicable laws, PER may withhold from the employee's final paycheck the cost of any item that is not returned when required. PER and your worksite employer may take all action deemed appropriate to recover or protect its property.



Professional Employer Resources, Inc.

500 N. Maitland Avenue \* Suite 201 \* Maitland, Florida 32751  
Tel: (407) 599-4990 \* Toll Free (888) 599-4991 \* Fax: (407) 599-4991

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