# FOREWORD

Whether you have just joined our staff or have been at <Company> for some time, we are confident that you will find our company a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of <Company> to be one of its most valuable resources. This manual has been written to serve as the guide for the employer/employee relationship.

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific question to the Operations Department. **Neither this handbook nor any other Company document, confers any contractual right, either expressed or implied, to remain in the company’s employ. Nor does it guarantee any fixed terms and conditions of employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the Company, or you may resign for any reason at any time.**

Second, the procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. We will always try to inform you of any changes as they occur.

Finally, some of the subjects described here, such as the 401K Retirement Plan, are covered in detail in official policy documents. You should refer to these documents for specific information, since this handbook only briefly summarizes those benefits.

## RECEIPT FOR EMPLOYEE HANDBOOK

I have received a copy of <Company>’s Company Employee Handbook and have read and understand its contents, specifically including statements in the foreword describing the purpose and effects of the Handbook. I understand that <Company> is an "at will" employer, and as such, employment with <Company> is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause and without prior notice. In addition, I understand that this handbook states <Company>’s policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise for future benefits or a binding contract with <Company> for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time.

Please sign and date this receipt and return to the Operations Department.

Print Name:

Signature:

Dated:

# INTRODUCTION

**ABOUT <COMPANY>** - <Company> deals in the manufacturing and worldwide marketing of micro-computer software. <Company> is a <State> corporation whose official name is <Company>.

<Add Some Additional History Here>

<Company>, Inc., located in Eau Claire, Wisconsin, is a privately held company which designs, develops, and markets software for worldwide industrial and business applications. <Company> established data capture industry standards with products that are PC-based, feature full graphic design capabilities, and support almost all common bar code label printers.

<Company> products are sold through multiple distribution channels. <Company> products are distributed in the United States, Europe, Pacific Rim and Latin American countries.

**COMPANY PROFILE:** <Company> is the leading developer of bar code labeling, printing, and tracking solutions for the Automated Data Collection Industry. With breakthrough technologies, award-winning products, and quality service, <Company> has earned a commanding presence in the rapidly growing ADC industry. <Company>’s family of products has helped bar code technology evolve from supermarket and stand alone applications to high-tech, enterprise wide solutions.

# OPEN DOOR POLICY

<Company> promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss any problems with their supervisor, so appropriate action may be taken. If the manager/supervisor cannot be of assistance, Operations is available for consultation and guidance. <Company> is interested in all of our employees’ success and happiness with us. We, therefore, welcome the opportunity to help employees whenever necessary.

# EQUAL OPPORTUNITY POLICY STATEMENT

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at <Company>, where employment is based upon personal capabilities and qualifications without discrimination. This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

The Operations Department has overall responsibility for this policy and maintains reporting and monitoring procedures where applicable. Employees’ questions or concerns should be referred to the Operations Department.

Appropriate disciplinary action may be taken against any employee willfully violating this policy.

# HARASSMENT: POLICY STATEMENT

All <Company> employees have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive. All employees should, therefore, be aware of the following:

1. Harassment of any sort, including but not limited to, sexual harassment or harassment based on other protected characteristics such as age, race, creed or disability, is strictly prohibited.

2. Harassment on the basis of any other protected characteristic is also strictly prohibited. Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; and written graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer’s premises or circulated in the workplace.

3. Managers are responsible for assuring that no employee is subjected to conduct that constitutes sexual or any other form of harassment.

4. Any individual found to have engaged in sexual or any form of harassment will be disciplined as appropriate, up to and including discharge.

5. Any employee who believes that he or she has been the subject of sexual or any other form of harassment by anyone at <Company>, including by not limited to, employees, officers, directors, or by any person who does business with <Company>, including but not limited to, vendors, customers and visitors should, and is encouraged to, bring the matter to the attention of his/her manager or the Operations Department.

6. A prompt and thorough investigation of the alleged incident will be conducted to the extent possible, and appropriate corrective action will be taken if warranted. To the extent consistent with adequate investigation and appropriate corrective action, any complaints of harassment will be treated as confidential.

7. <Company> will not in any way retaliate against any employee, potential employee, or former employee who, in good faith, makes a complaint or report of harassment or participates in the investigation of such a complaint or report. Retaliation against any individual for in good faith reporting a claim of harassment or cooperating in the investigation of same will not be tolerated and will itself be subject to appropriate discipline.

<Company> will take all appropriate steps to enforce this policy.

# CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT STATEMENT

Employees must not engage in activities which conflict with the business interests of <Company> or impede their job performance at <Company>.

Employees are hired and continue in <Company>’s employ with the understanding that <Company> is their primary employer and that other employment or commercial involvement which is in conflict with the business interest of <Company> is strictly prohibited.

In addition, no employee may accept any gift(s) with a total value of more than $50.00 from any competitor, customer, supplier, affiliate, or other entity with which <Company> does business.

If an employee has any question(s) about the application of this policy, he/she should contact the Operations Department .

# CONFIDENTIAL NATURE OF WORK

All <Company> records and information relating to <Company> or its customers are confidential, and employees must, therefore, treat all matters accordingly. No <Company> or <Company>-related information, including without limitation, documents, files, records, computer files, or similar material (except in the ordinary course of performing duties on behalf of <Company>) may be removed from <Company>’s premises without permission from <Company>. Additionally, the contents of <Company>’s records or information otherwise obtained in regard to business may not be disclosed to anyone, except as required for <Company>’s business purposes. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for revealing information of a confidential nature.

# PERFORMANCE REVIEW PROGRAM

In order to attract and retain a highly qualified and competent work force, <Company> has instituted a performance review program. Through this program employees will receive constructive work reviews, on a periodic basis, designed to address performance and skill, developmental needs, and interests. Upon an employee’s anniversary date and/or one (1) year from the last salary increase, an employee becomes eligible for consideration of a salary review.

# PROOF OF U. S. CITIZENSHIP AND/OR RIGHT TO WORK

Federal regulations require that before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form. All applicants who are hired must present documents of identity and eligibility to work in the United States.

# INITIAL EMPLOYMENT PERIOD

Every new employee goes through an initial period of adjustment in order to learn about the Company and about his/her job. During this time the employee will have an opportunity to find out if he/she is suited to, and likes, his/her new position.

Additionally, the initial employment period gives the employee’s manager a reasonable period of time to evaluate his/her performance. The initial employment period is three (3) months. At the end of the initial employment period, the employee and his/her manager may discuss his/her performance. Provided his/her job performance is "satisfactory" at the end of the initial employment period, he/she will continue in our employment and will then be eligible for benefits.

# EMPLOYEE CATEGORIES

***POLICY***: Based on the conditions of employment, employees of <Company> fall into the following categories.

• Full Time

• Part Time

• Exempt

• Non-Exempt

• Temporary Employees

***FULL-TIME***: An employee who works the standard working hours of the Company each week (for these purposes, eight (8) hours per day, five (5) days per week).

***PART-TIME:*** An employee who works less than 2080 hours per year is considered a part-time employee. A part-time employee receives benefits according to the terms of hire for that individual.

***EXEMPT:*** Employees are classified as such if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Their salaries are calculated on an annual basis.

***NON-EXEMPT:*** Employees receive overtime pay in accordance with our overtime policy. Their salaries are calculated on a weekly basis.

***TEMPORARY EMPLOYEE:*** A temporary employee is hired for a specified project or time frame. A temporary employee in a non-exempt position is paid by the hour while a temporary employee in an exempt position is paid and receives benefits according to the terms of hire for that individual. Temporary employees do not receive any additional compensation or benefits provided by the Company.

# ATTENDANCE, PUNCTUALITY AND DEPENDABILITY

Because <Company> and each department depend heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. A careful record of absenteeism and lateness is kept by the employee’s supervisor and becomes part of the personnel record. Absenteeism and lateness lessen an employee’s chances for advancement and may result in dismissal.

# DRUG & ALCOHOL ABUSE

Selling, purchasing, using, possessing, or being under the influence of any illegal drug, alcohol, or controlled substance while on Company premises is strictly prohibited. These activities constitute serious violations of Company rules, and employees in violation of the policy are subject to appropriate disciplinary action, up to and including dismissal. Additionally, <Company> reserves the right to require an employee to undergo a medical evaluation under appropriate circumstances.

# APPEARANCE AND CONDUCT

***PERSONAL APPEARANCE:*** <Company> expects employees to maintain a neat, well groomed appearance at all times. Employees should avoid extremes in dress.

***CONDUCT***: The Company requires order and discipline to succeed and to promote efficiency, productivity, and cooperation among its employees. The orderly and efficient operations of <Company> require that employees maintain proper standards of conduct at all times.

Employees who fail to maintain proper standards of conduct toward their work, their coworkers, or the Company’s customers, or who violate any of the Company’s policies, are subject to appropriate disciplinary action, up to and including discharge.

All instances of misconduct should be referred to the Operations Department immediately.

# PAYMENT OF SALARY

Salary payment is made semi-monthly for base salary due up to the previous pay date. Paydays are on the 15th and last day of the month. If the pay date falls on a Company-recognized holiday or a Saturday or Sunday, the paychecks will be distributed the day prior. <Company>’s work week begins on Sunday and ends on Saturday.

Under no circumstances will the Company release any paychecks prior to the scheduled pay date. It is the Company’s policy that employee paychecks will only be given personally to that employee. All other arrangements for mailing or pick-up must be made in advance with the Operations Department.

# OVERTIME PAY

Depending on Departmental work needs, employees will be expected to work overtime when requested to do so. Overtime pay for non-exempt employees requires pre-approval by the department manager.

• <Company> hours are generally 8 a.m. to 5 p.m., Monday through Friday, with a one (1) hour lunch period each day.

• Employees are responsible for calculating their own hours on a daily basis.

The employee’s manager must sign time cards at the end of each pay period to authorize payment of his/her regular or pre-approved overtime hours worked.

# TIME RECORDS

The attendance and projects of each employee are recorded daily by the employee on his/her time card as well as by each department and are submitted to the Operations Department. Our attendance records are Company records, and care must be exercised in recording the hours worked for each project, overtime hours, and absences.

# NON-EXEMPT WEEKLY ATTENDANCE REGISTER

• Each non-exempt employee must record the time he/she arrived/departed each day on his/her time record. Each employee is responsible only for his/her own record keeping.

• Lunch time is one (1) hour unless otherwise indicated on the time register (subject to your manager/team leader’s approval).

# EXEMPT WEEKLY ATTENDANCE REGISTER

• Exempt employees are not required to sign in or out; however, business trips, vacation, and personal days must be recorded on time cards by the employee and submitted to the manager/supervisor for approval.

# PERSONNEL RECORDS

To keep necessary Company records up to date, it is extremely important that you notify the Operations Department of any changes in:

• Name and/or marital status

• Address and/or telephone number

• W-4 deductions

• Emergency contact

# VACATION

Time away from work to relax and pursue special interests is important to everyone. All full-time employees are eligible for paid vacation.

Only regular full-time employees are eligible for paid vacation. You are not eligible for paid vacation during your first ninety (90) days.

## Amount Of Vacation

Full-time employees are eligible to accrue vacation for each calendar month of service from their date of hire. The vacation accrual rate is based on your length of employment, as follows:

|  |  |  |
| --- | --- | --- |
| **Years of Employment** | **Accrual per Pay Period (hours)** | **Total Accrual per Year (days)** |
| 0 to 2 | 3.33 | 10 |
| 2 to 5 | 4.0 | 12 |
| 5 to 10 | 5.0 | 15 |
| 10 to 15 | 6.0 | 18 |
| at least 15 | 7.0 | 21 |

• Employees must use earned vacation time by the end of the calendar year following the year in which it was earned. Where special business necessity requires an exception to this policy, prior approval must be given by the Operations Department.

• Based upon department needs, every effort will be made to grant an employee the vacation dates he/she requests.

• When a Company holiday falls during a scheduled vacation, it is not counted as a vacation day.

## Vacation Policies

Every effort will be made to grant you your vacation at the time you desire. However, vacations cannot interfere with your department’s operation and therefore must be approved by your manager in advance. Complete a vacation request form and submit it to your manager at least four (4) weeks prior to the first day requested. If any conflicts arise in requests for vacation time, preference will be given to the employee who submits his or her vacation request form first. Vacation requests will not be accepted if there is not enough time accrued at the time of the request.

Any time off exceeding the accrued vacation time will be unpaid.

Specific dates of vacation in half-day or single-day increments must be established by prior arrangement with your manager. If you are eligible for more than two (2) weeks of vacation, you may take only two (2) weeks at one time unless you receive approval from your manager and senior management at least six (6) weeks in advance.

The company encourages all employees to take a significant portion of their vacation time in consecutive days. The purpose of a vacation is to provide you with a time to rest and relax, and therefore, in most instances that effort is better served in larger blocks of time.

If you are on an approved leave of absence for less than thirty (30) days, your vacation eligibility will not be affected; should the leave extend beyond thirty (30) days, vacation time will not continue to accrue.

**Payment in Lieu Of Vacation**. The purpose of a vacation is to provide you with a time to rest and relax; therefore, no additional wages will be paid to you in lieu of a vacation. If the employee or Company terminates employment without cause, unused vacation time will be paid on the final paycheck.

# ACCIDENTS AND EMERGENCIES

If an employee is injured on the job, <Company> provides coverage and protection in accordance with the Worker’s Compensation Law. When an injury is sustained while at work, it must be reported immediately to the employee’s manager, who in turn will notify Operations of the incident.

Failure to report accidents is a serious matter as it may preclude an employee’s coverage under Worker’s Compensation Insurance.

# OTHER PAID LEAVES

## ABSENCE DUE TO ILLNESS

To keep the business and each department running smoothly and efficiently, it is important that every employee be on the job, on time, regularly. For this reason, careful attention is given to promptness, absence record, and overall dependability.

<Company> recognizes, however, that an employee may occasionally be disabled by injury or illness. As a result, the Personal Leave policy is designed to provide protection to employees against loss of income during unavoidable illness or injury.

## PERSONAL LEAVE

## To qualify for personal leave you must be a full-time employee and have completed your first ninety (90) days. Time taken off before this will be without pay. If you must be absent from work because of a personal matter, you will be eligible to receive your regular straight time pay eight (8) hours per day, for up to five (5) days per calendar year. You may use your personal leave in units of no less than one (1) hour at any one time. Please advise your manager as soon as possible that you will be absent from work for personal reasons.

Personal time for full-time employees accrues at the rate of one and two thirds hours per pay period. The accrual begins upon the date of hire. The total accrual for a full calendar year is forty (40) hours. All personal time remaining on December 31st, that exceeds eight (8) hours, will be paid on the mid-January paycheck. Eight (8) hours will remain for use during the following year. Unused personal time is not payable to employees whose employment ends for any reason prior to December 31. Personal leave is unavailable during the pay periods following an employee’s notice of termination.

In the event of an illness or injury covered by workers’ compensation, this personal leave policy will not apply, but will refer to state statutes.

Employees unable to report to work due to personal needs must telephone their supervisor directly, each day of their absence, no later than one half hour after their scheduled arrival time. If their supervisor is not available, the Operations Department should be contacted. It is the employee’s responsibility to notify their supervisor of their absence.

## LEAVE OF ABSENCE WITHOUT PAY

Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a personal Leave of Absence without pay. However, employees must be employed for at least three (3) months prior to the requested leave.

Any request for a leave of absence without pay must be submitted in writing and is reviewed on a case-by-case basis by your supervisor/manager and the Operations Department. Leaves of absence will be considered only after all vacation and personal time have been exhausted.

## CONTINUING BENEFIT PLAN COVERAGE:

While on personal unpaid leave of absence, an employee’s medical coverage will end on the first day of the month following the start of such leave. Employees will have the opportunity of continuing their benefits for a maximum period of 18 (eighteen) months by paying the monthly premiums as required by COBRA legislation.

Unemployment insurance and other benefits cannot be collected while on an unpaid leave of absence.

## VACATION AND PERSONAL TIME:

Vacation and personal time is not accrued while on unpaid leave of absence, except if as stated previously, the leave of absence is less than 30 (thirty) days.

## RETURNING/NOT RETURNING FROM A LEAVE:

Due to the nature of our business <Company> cannot guarantee either that an employee’s job will remain available or that a comparable position will exist when return from leave is sought. When an employee is ready to return from a leave of absence without pay, every effort will be made to reinstate the employee to his/her former position or to one with similar responsibilities.

If an employee does not return from a leave of absence without pay, the termination date is the last day of the authorized leave period or the date the employee notifies his/her supervisor/manager he/she is not returning, whichever is sooner. Such employees may be considered for reemployment.

## EDUCATIONAL LEAVE OF ABSENCE

An educational leave of absence may be approved if the desired curriculum is of mutual benefit to you and <Company>. Apply in the same manner as you would for a personal leave of absence.

## HOLIDAYS

All full-time employees are eligible for holiday pay after they have completed the first pay period of their employment. Following is a list of nine (9) paid holidays per year as recognized by <Company>:

|  |  |
| --- | --- |
| New Year’s Day | January |
| Good Friday | March/April |
| Memorial Day | May |
| Independence Day | July |
| Labor Day | September |
| Thanksgiving Day | November |
| Day After Thanksgiving  | November |
| Christmas Eve Day | December |
| Christmas Day | December |

*Where a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday.*

## BEREAVEMENT LEAVE

In the unfortunate event of a death in the immediate family, a leave of absence of up to three (3) days with pay will be granted.

For this purpose, immediate family is defined as:

• Spouse

• Child

• Stepchild

• Parents (including in-laws), step-parents

• Siblings, step-siblings

• Grandparents (including in-laws)

• Grandchildren

Only regular full-time employees are eligible for paid bereavement leave.

## JURY DUTY

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified to serve. You are permitted to take the necessary time off as unpaid time or vacation if available. An employee on jury duty is expected to report to work any day he/she is excused from jury duty.

## MILITARY LEAVE

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves, or Public Health Service will, where a specified period of active or reserve duty is mandatory, be granted a leave of absence in accordance with applicable law.

# PERSONAL USE OF COMPUTERS AND THE CONFIDENTIALITY OF DATA

An employee’s occasional use of <Company>’s computer facilities to type a term paper for an educational course or prepare an announcement for a charitable event is acceptable. However, in order to keep these uses to a reasonable level, approval to use the system in such a manner must be given by the employee’s manager/team leader. Moreover, please be aware that <Company> may review and purge files on its computer at any time, without notice.

# TELEPHONE USE

Since a large percentage of our business is conducted over the phone, it is essential to project a professional telephone manner at all times.

Although <Company> realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls and that long distance charges will be paid for by the employee using a calling card.

# INTERNAL INVESTIGATIONS AND SEARCHES

From time to time, <Company> may be required to conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are expected to cooperate fully with and assist in these investigations if requested to do so.

# REFERENCE CHECKS

All inquiries regarding a current or former <Company> employee must be referred to the Operations Department.

# SMOKING POLICY

In order to comply with government regulations, <Company> has prohibited smoking throughout its workplace.

Employees are protected from retaliatory action or from being subjected to any adverse personal action for exercising or attempting to exercise his/her rights under the smoking policy. Any violation of this policy may result in appropriate corrective disciplinary action, up to and including discharge.

Any questions regarding the smoking policy should be directed to the Operations Department.

# INSURANCE COVERAGE

## GROUP INSURANCE

<Company> is interested in the health and well-being of both you and your family. A comprehensive health, life, and long term disability insurance program is available for you and your family. We provide group insurance underwritten by national insurance carriers. On the first day of the month following completion of your initial employment period, you become eligible for coverage. At that time, you may choose to accept the various insurance coverages offered.

The following benefits are provided, as defined and limited in the literature provided by our insurance company:

• Group Term Life Insurance

• Accidental Death & Dismemberment Insurance

• Medical Health Care Coverage

• Dependents’ Health Care Coverage

• Long Term Disability Coverage

• Dental Insurance

If you choose insurance coverage, our insurance company provides a booklet describing your benefits; a copy of this will be given to you when you join the program.

The premium portion paid by the Company for your insurance coverage varies by the plan offered. You pay the insurance premiums for your own coverage plus your eligible dependents through payroll deduction. The insurance carrier and the amount paid by you can change at any time. Usually <Company> will review insurance payments at the annual renewal date of the policy and provide you with thirty (30) days notice of changes. Information on the insurance plans and the portion you are required to pay is available from the Operations Department.

## HEALTH INSURANCE

Refer to the literature provided by our insurance company for details on your health coverage.

## LIFE INSURANCE, ACCIDENTAL DEATH & DISMEMBERMENT & LONG TERM DISABILITY

If you are a regular full-time employee of <Company>, you are covered by our Group Life and AD&D Insurance as of the first of the month following your initial employment period. To enroll you must complete the Health Insurance Enrollment Form. You may change your beneficiary whenever you wish by submitting the appropriate documents to the Operations Department. Refer to the literature provided by our insurance company for details on your insurance coverage.

Long Term Disability insurance is available to all full-time employees at no cost to the employee. Employees are eligible for LTD as of the first of the month following their initial employment period.

## TERMINATION OF INSURANCE

Your insurance will terminate when the insurance policy terminates, when you fail to make an agreed contribution to premium when due, when you cease to be eligible for coverage under the terms of our group insurance program, or when you cease to be employed as a regular full-time employee eligible for the insurance.

**Conversion Privileges.** Upon concluding your employment at <Company>, you will learn how you can continue your insurance coverage and any other benefits eligible for continuation.

In the event of your termination of employment with <Company> or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents have the right to continued coverage under our health insurance program as required by law and as stated in the insurance policy. Consult the Operations Department for details.

## 401 (K) RETIREMENT PLAN.

<Company> has a 401 (k) plan to provide eligible employees a method of saving for retirement.

Details regarding <Company> and employee contributions, vesting, administration, investments, loans, payments, etc. are provided in the separate literature for the Employees’ Retirement Plan, which was given to you along with this Manual when you were hired.

Final page of the <Company> Employee Handbook

10/9/22