**EMPLOYEE HANDBOOK CORE POLICIES** 



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## **INTRODUCTION**

#### **WELCOME**

Welcome to Fortune Business Solutions. As a Professional Employer Organization, we are proud to have entered into a co-employer partnership with your company. Under the co-employer strategy, two employers, the subscribing business, (hereinafter referred to as "Your Company") and Fortune Business Solutions, the professional employer organization, divide the employer responsibilities through a service agreement.

The co-employment relationship will not change your relationship with Your Company. As before, all dayto-day operations and all organizational decisions will remain with Your Company. Your relationship with Fortune Business Solutions does not affect any pending agreements, bonus or commission plans or contracts between you and Your Company. You and Your Company are still subject to the terms of employment agreements, non-competes, non-solicitations, promissory notes or other contracts directly between you and Your Company to the same extent that you were before Fortune Business Solutions' involvement. Similarly, because Fortune Business Solutions is not a party to any such agreement and has not adopted them, Fortune Business Solutions is not subject to any current or future agreement directly between you and Your Company.

Your relationship with Fortune Business Solutions is that of an employee-at-will. Your job status does not guarantee employment for any specific length of time. Your employment with Fortune Business Solutions is entered into voluntarily and both you and Fortune Business Solutions are free to end the employment relationship at any time, for any reason, with or without cause or advance notice. Your employment-at-will status with Fortune Business Solutions may be altered only with the written authorization of the CEO of Fortune Business Solutions. Please note that the reference to employment-at-will does not change your employment status with Your Company as it existed before the arrival of Fortune Business Solutions. Subject to very few exceptions, employment in the United States is generally at-will. In addition, if the contractual relationship between Fortune Business Solutions and Your Company is terminated for any reason, you will no longer be an employee of Fortune Business Solutions; however your relationship with Your Company will not change because of the termination of the co-employment agreement. If you have any questions about this, please feel free to contact your supervisor.

If your position requires additional pre-employment criteria, such as a driver's examination, a background investigation and/or a pre-employment drug test and if you have been offered employment before any such investigation or test is completed, your employment is contingent on a satisfactory result on all required tests.

The Employee Handbook Core Policies are a source of important information about your employment and are not intended to anticipate every situation about your employment. A more comprehensive employee handbook may be available at a later date. While every attempt has been made to ensure that these policies are consistent with federal, state, and local laws, if an inconsistency arises the policy will be enforced consistent with the applicable law. These policies may be revised whenever Fortune Business Solutions determines that such action is warranted. These policies are not a legal document or an employment contract.

#### HOW THE CO-EMPLOYMENT RELATIONSHIP WORKS

You and your co-workers will complete the same government-required forms as when you started your job such as the W-4 and the I-9. Your Company supplies us with your payroll and benefit information. Each pay period, Your Company will provide us with the time you worked and the agreed-upon rate of pay. We will then create your payroll check, paying all payroll related taxes, workers' compensation, and benefit premiums. Your Company will forward the necessary funds each pay period to cover these costs. Your paycheck will be provided to you with Your Company's name and/or Fortune Business Solutions on it. In terms of your day-to-day operations, very little really changes.

Fortune Business Solutions will also provide your W-2 for each calendar year in which Your Company is in the co-employment relationship with us. Your W-2 for the previous year will be mailed to your current address of record by January 31st. During the first year of the co-employment relationship, you may receive two W-2 statements – one from Your Company and one from Fortune Business Solutions.

Your supervisor is the person at Your Company who is responsible for the day-to-day management of your work. The co-employment arrangement entered into by Your Company and Fortune Business Solutions has not altered this arrangement. If you have questions about work schedules, use of machines and equipment, job duties, job training, safety procedures, proper reporting of hours worked, your wages, dress code, requests for time off, or who to call if you will be absent, you will continue to contact your immediate supervisor or the appropriate person designated by Your Company.

## **EMPLOYMENT POLICIES**

#### EQUAL EMPLOYMENT OPPORTUNITY POLICY

Both Fortune Business Solutions and Your Company are equal employment opportunity employers and do not discriminate against any person because of race, color, creed, religion, sex, national origin, handicap, disability, age or any other characteristic protected by federal and state law and local statute. This nondiscrimination policy extends to all terms, conditions and privileges of employment as well as the use of all company facilities, participation in all company-sponsored activities, and all employment actions such as promotions, compensation, benefits and termination of employment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

#### **IMMIGRATION AND EMPLOYMENT ELIGIBILITY**

In compliance with the Immigration Reform and Control Act of 1986 as amended, we will hire only those individuals who are authorized to work in the United States. All individuals will be required to submit documented proof of their identity and employment authorization. Employees will also be required to complete and sign, under oath, the Immigration and Naturalization Service Form I-9. Form I-9 requires you to attest that you are authorized to work in the job for which you are hired and that the documents you submit are genuine. If you cannot verify your right to work in this country **within three days of hire**, Your Company and Fortune Business Solutions must terminate your employment until such time as you are able to do so.

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.

#### **AMERICANS WITH DISABILITIES**

Your Company and Fortune Business Solutions are committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Every attempt at a reasonable accommodation will be made available to all disabled employees, where their disability affects the performance of job functions unless doing so would create an undue hardship. All employment decisions are based on the merits of the situation in accordance with the defined criteria, not the disability of the individual.

## WORKPLACE CONDUCT

#### HARASSMENT/SEXUAL HARASSMENT

Your Company and Fortune Business Solutions are committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive or disruptive, including sexual harassment.

Harassment of any employee based on any protected status (e.g., race, color national origin, sex, religion, age, physical or mental disability or any other personal attribute protected by federal, state or local law) is prohibited. While it is not easy to define what constitutes harassment, examples include verbal or physical conduct, including improper joking or teasing or touching, that demeans or shows hostility or aversion toward any employee because of his or her protected status.

If you believe that someone has violated this policy (whether or not that person is a co-worker, manager, vendor, client or customer), you should bring the matter to the attention of your supervisor. If, however, your supervisor is the person toward whom the complaint is directed or if you don't feel comfortable speaking to your supervisor, then take your complaint to the next higher level of management in Your Company.

Your concerns will be promptly investigated. All harassment complaints will be kept confidential to the extent possible, consistent with the conduct of a full and fair investigation. Communications will be made to others only on a limited "need to know" basis. If you make a complaint under this policy and have not received a satisfactory response, you should contact your Human Resources Professional at Fortune Business Solutions at 1-877-324-7297.

Upon completion of the investigation, all necessary corrective measures will be taken. These measures may include, but are not limited to training, counseling, suspension, or immediate termination of employment. Anyone, regardless of position or title, found to have engaged in improper harassment will be subject to discipline up to and including termination of employment. If the investigation is inconclusive, Fortune Business Solutions and Your Company may still provide counseling or take other appropriate steps. Because Fortune Business Solutions and Your Company take complaints of harassment very seriously, false claims will be considered grounds for discipline up to and including termination of employment.

#### FORTUNE BUSINESS SOLUTIONS

Fortune Business Solutions and Your Company prohibit any form of discipline or retaliation for reporting, in good faith, complaints of harassment, pursuing any such complaint, and/ or cooperating in the investigation of such complaints.

#### DRUG AND ALCOHOL USE

Fortune Business Solutions and Your Company are firmly committed to providing a safe, healthy, productive, and efficient work environment for all employees. We have a vital interest in preventing accidents and injuries resulting from the misuse of alcohol or drugs. The unlawful or improper presence or use of drugs or alcohol in the workplace presents a danger to everyone.

The following conduct is prohibited:

- Reporting to work or remaining on duty after consuming alcohol or drugs in any amount that adversely affects job performance.
- Consuming alcohol at any time during the workday. This does not include the authorized and reasonable consumption of alcohol by an employee of legal drinking age at functions or activities sponsored by Your Company.
- Engaging in any illegal or unauthorized use of a controlled substance.
- Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, sale, purchase, transfer or possession of controlled substance or alcohol while at work, in Your Company's vehicles, or while otherwise engaged in activities for or on behalf of Your Company.

In addition, an employee's illegal conduct involving drugs or alcohol during non-work times may also result in discipline, up to and including termination of employment.

If Your Company has a Drug Free Workplace Program, or if you are in a position requiring drug or alcohol testing under state or federal law, you will be subject to drug and alcohol testing.

Violations of this policy will subject an employee to discipline, including suspension or termination of employment and/or required participation in a substance abuse program. Such violations may also have legal consequences.

Unannounced inspections for the presence of illegal drugs or unauthorized alcohol in Your Company's facilities and property such as but not limited to vehicles, desks, file cabinets and lockers may be conducted where there is reasonable suspicion to believe an employee may have or has violated this policy. Further, personal inspections of an employee and their personal property such as but not limited to vehicles, clothing, packages, purses, brief cases, lunch boxes, or other containers may be conducted where there is reasonable suspicion to believe that the employee has violated this policy.

Employees may also wish to discuss these matters with their supervisor to receive assistance or referrals to appropriate resources in the community.

#### **SAFETY**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, Your Company and Fortune Business Solutions are committed to the safety of all employees and have established general safety rules to protect employees from injury on the job. Adherence to these safety rules are a top priority for everyone.

Please observe the following safety rules at all times for your own protection and well-being.

- No alcohol or drugs will be used on the job at any time. New hires, where applicable, and injured workers will be tested.
- Report all job accidents to your immediate supervisor on the same day the accident occurs. Your supervisor must authorize all non-emergency treatment.
- Wear seatbelts at all times when in company vehicles or while driving your own vehicle on company business. Riding in the back of trucks or trailers is prohibited.
- Use hands-free devices when using cellular telephones while operating a vehicle. Laws in your state and/or municipality may regulate cellular telephone usage while driving.
- Keep your work area clean and neat at all times to avoid accidents. Do not remove or bypass any guards or safety devices on any machinery at any time.
- Do not attempt to operate any machines or equipment unless you have been specifically trained and authorized to do so. Do not attempt to repair or tamper with equipment that is on and/or running.
- Wear all required safety equipment. Ask your supervisor when you need additional equipment or instructions to perform your job safely.
- Use the correct method for lifting heavy objects. Ask for assistance for items that are too heavy or awkward to lift easily.
- Advise your supervisor of any hazardous or unsafe conditions even if they don't directly affect you including threats of violence.

Each employee is expected to obey the safety rules and to exercise caution in all work activities. You must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. You must immediately report any unsafe condition to the appropriate supervisor. Violating safety standards, causing hazardous or dangerous situations, or failing to report, or where appropriate, remedy such situations, may be considered sufficient cause for disciplinary action, up to and including suspension or termination of employment.

#### **ON-THE-JOB INJURY**

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

If you have a true emergency, have someone call 911 or take you to the nearest emergency care center. Notify your supervisor as soon as medically possible.

Employees who sustain non-emergency, work-related injuries or illnesses must inform their supervisor as soon as possible. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately in order for treatment to be authorized. Submitting false or fraudulent information when reporting an on the job injury is strictly prohibited. This may be cause for the denial of workers' compensation benefits and termination of your employment.

Neither the company nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the company.

#### WORKPLACE VIOLENCE PREVENTION

Fortune Business Solutions and Your Company are committed to providing a safe workplace that is free from threatening, intimidating and/or violent behavior. Given the increasing violence in society in general, the following guidelines have been adopted to deal with intimidation, harassment, or other threats or acts of violence that may occur during business hours, on company premises, at work-related functions, or outside of work if it affects the workplace. This policy applies to all employees, including temporary employees, customers, guests, vendors, and persons doing business with the company.

It will be a violation of this policy for any person to engage in any conduct, verbal or physical, which intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, text, fax, or e-mail).
- Verbal or physical conduct that is intimidating and has the purpose or effect of threatening the health or safety of another individual.
- Possession of firearms or any other lethal weapon on company property, in a vehicle on company property, or in a vehicle being used for company business, or at a work-related function.
- Any other conduct or acts, which the company, believes represent an imminent or potential danger to the work place safety and security.

Suspicious individuals or activities should be reported to a supervisor as soon as possible. If you see or hear a commotion or disturbance near your work area, do not try to intercede or see what is happening. Do not place yourself in peril. Call local law enforcement or security.

Fortune Business Solutions and Your Company will promptly and thoroughly investigate all reports of threats or acts of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, employees may be suspended with or without pay, pending the conclusion of the investigation.

Anyone determined to be responsible for threats or acts of violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including suspension or termination of employment. Where such actions involve non-employees, the company will take appropriate action for the circumstances.

#### **DISCIPLINARY PROCEDURE**

Fortune Business Solutions and Your Company have developed these standards to help you understand what is expected of you with regard to proper behavior, performance, and personal conduct. You are expected to comply with the standards contained in the Employee Handbook Core Policies and any other policies, directives or rules established by Your Company. To address those times when you have not lived up to these positive standards, we may provide you with performance counseling, institute progressive discipline, or terminate your employment if it is warranted. We have the discretion to decide whether counseling, progressive discipline or immediate termination is appropriate.

Violations of Fortune Business Solutions' and/or Your Company's policies and procedures are considered misconduct. Although it is not possible to identify every possible act which constitutes misconduct, the following is a partial list:

- Supplying false or misleading information when applying for employment or during employment.
- Reporting to work unfit or impaired; using, selling, possessing, distributing, transferring, or being under the influence of alcohol while at work; using, selling, possessing, distributing, transferring, or being under the influence of illegal drugs whether on company time or premise, or abusing prescription drugs.
- Failure or refusal to submit or consent to a required alcohol or drug test.
- Insubordination. Failure to follow your supervisor's reasonable instructions.
- Theft, misappropriation, destruction, or unauthorized use of company or fellow employees' property.
- Engaging in unethical or illegal conduct.
- Engaging in or encouraging illegal harassment, sexual harassment, hostile or other behavior of a discriminatory nature.
- Threats of or acts of violence or fighting, "horseplay," or other conduct that may be dangerous to others.
- Excessive absenteeism or tardiness.
- Disclosing confidential information to unauthorized people.
- Having a conflict of interest.
- Making or publishing false or malicious statements concerning an employee, supplier, client or Fortune Business Solutions or Your Company.
- Unauthorized removal of company property.
- Failure to observe safety rules.
- Damaging or destroying Fortune Business Solutions or Your Company's property due to careless or willful acts.

- Conduct that reflects adversely upon you, Fortune Business Solutions, or Your Company.
- Performance which, in Your Company's opinion, does not meet the requirements of the position.
- Other circumstances which in the eyes of Your Company warrants discipline.

Depending on the nature and severity of the misconduct as well as whether it has previously occurred, your supervisor and/or a Fortune Business Solutions Human Resources Professional may investigate your actions. An investigation is designed to obtain all pertinent facts and may include interviewing you and other witnesses, reviewing documents, etc. Failure to cooperate with an internal investigation is grounds for disciplinary action up to and including termination of employment. When the investigation is complete, we will determine whether you should be disciplined up to and including termination of employment.

Progressive discipline will be used when your supervisor and/or Fortune Business Solutions feels it is appropriate. The system of progressive discipline gives you notice of deficiencies in performance and an opportunity to improve. When misconduct occurs, progressive disciplinary action may include but is not limited to the following: counseling and/or verbal warning, written warning, suspension with or without pay, and/or termination. There are certain types of employee problems that are serious enough to justify either a suspension and/or termination of employment without going through the usual progressive discipline steps. These disciplinary procedures in no way infer any contractual obligation to follow any certain disciplinary procedure and it does not in any way change the employment at-will relationship. By using employee discipline, we hope that most problems can be corrected at an early stage, benefiting the employee, Your Company, and Fortune Business Solutions.

# FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA) AND OTHER LEAVES

#### THE FMLA LEAVE POLICY

You are eligible to take up to 12 weeks of unpaid FMLA Leave within any 12 month period and be restored to the same or an equivalent position upon your return from leave provided you: (1) have worked for Your Company for at least 12 months, (2) have worked for at least 1,250 hours in the last 12 months, and (3) are employed at a company location that has 50 or more employees within 75 miles from the location. A "rolling" 12 month period measured backwards from the date you take leave will be used for computing the period within which the 12 weeks of leave may be taken. If you and your spouse both work for the same employer, the maximum amount of FMLA Leave available to you and your spouse for reasons (1) and (2) below is a combined total of 12 weeks. If you live in a state, county, or city which provides more generous benefits, you will be given those benefits.

New Leave Entitlement: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This provision became effective immediately upon enactment. This military caregiver is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave. For further information on the amendments visit the Web site at http://www.dol.gov/esa/whd/fmla/NDAA\_fmla.htm.

#### **REASONS FOR LEAVE**

You may take FMLA Leave for any of the following reasons: (1) the birth of a son or daughter and to care for such son or daughter; (2) the placement of a son or daughter with you for adoption or foster care and to care for the newly placed son or daughter; (3) to care for a spouse, son, daughter or parent ("covered relation") with a serious health condition; or (4) because of your own serious health condition which renders you unable to perform an essential function of your position. Leave because of reasons (1) or (2) must be completed within the 12 month period beginning on the date of birth or placement.

#### NOTICE OF LEAVE

To request leave, you must notify Your Company of your need for leave by completing a Request for FMLA Leave Form available from your supervisor. You should give 30 days' prior written notice, or as much advance written notice as possible, to your supervisor. However, if it appears that you may be absent due to a FMLA-qualified event or serious health condition, Your Company may, but is not required to, preliminarily designate your time off as FMLA Leave, pending the receipt of documentation from you. Failure to provide requested FMLA Leave documentation and certification within the time limits requested will result in Your Company making a determination on your leave status without such documentation. Your Company may delay or deny leave, demand that you return to work, treat absences as unauthorized time off, and subject you to discipline up to and including termination, and/or discontinue your FMLA Leave.

#### **MEDICAL CERTIFICATION**

If you are requesting FMLA Leave for a serious health condition (reasons (3) or (4)), you and the relevant health care provider must supply appropriate medical certification. You may obtain the Medical Certification Form from your supervisor. Whenever possible, the Medical Certification should be supplied before the leave begins. Further, Your Company, at no expense to you, may require an examination by a second health care provider designated by Your Company. If the second health care provider's opinion conflicts with the original medical certification, Your Company, at no expense to you, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

Your Company may require a subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided, and/or may subject you to discipline up to and including termination for taking unauthorized leave or for excessive absenteeism.

#### WHILE ON LEAVE

If you take leave because of your own serious health condition or to care for a covered relative (reasons (3) or (4)), you must contact your supervisor as determined regarding the status of the condition and your intention to return to work to see how you are progressing and so that they are up-to-date on any new developments. In addition, you must give notice to your supervisor as soon as practicable (within 2 business days, if feasible) if the dates of leave change, are extended or initially were unknown.

#### **INTERMITTENT AND REDUCED SCHEDULED LEAVE**

Leave because of a serious health condition (reasons (3) and (4)) may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work each workday) if medically necessary. You will receive your current rate of pay for hours worked and time spent working will not count against your available FMLA Leave. In addition, while you are on an intermittent or reduced schedule leave, Your Company may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

Your Company will do everything possible to accommodate your request for intermittent and reduced scheduled leave providing it does not cause undue hardship by doing so. Please discuss this issue with your supervisor as soon as possible.

#### LEAVE IS UNPAID

FMLA Leave is unpaid leave. Pay that will end during FMLA Leave includes all forms of compensation paid by Your Company to you, including but not limited to wages, bonuses, commissions and discounts. You are required to use any accrued paid time off for the applicable FMLA Leave, unless you are currently receiving workers' compensation benefits. FMLA Leave does not affect your eligibility, if any, for short or long term disability payments and/or workers' compensation benefits under those insurance plans.

For more information regarding use of your accrued paid time off or eligibility for disability and/or workers' compensation insurance payments, talk with Your Company representative and/or refer to the plan documents.

FMLA Leave runs at the same time with any other applicable paid or unpaid leave. Using available paid time off, short-term disability or workers' compensation will not extend your leave time beyond the maximum time allowed of 12 weeks of FMLA Leave per 12 month period.

#### **MEDICAL AND OTHER BENEFITS**

During an approved FMLA Leave, Your Company will maintain your health and other benefits, as if you continued to be actively employed. However, you must continue to pay your portion, if any, of the group health plan premiums or your benefits may be cancelled. Accrual of benefits such as paid time off will be suspended during the duration of the FMLA Leave. Accrual of seniority will also be suspended during the leave and your annual review date may be adjusted accordingly. If you return to work owing any employer-made contributions to your insurance premiums to maintain coverage during your FMLA Leave, you will be required to reimburse Your Company through payroll deduction immediately upon return.

If you elect not to return to work at the end of the FMLA Leave period, you will be required to reimburse Your Company for contributions to the health insurance premiums made to maintain coverage during your FMLA Leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

#### **RETURNING FROM LEAVE**

When you are able to return to work following a FMLA Leave because of your own serious health condition, you should attempt to give Your Company at least one week's notice by mailing or faxing to your supervisor a medical certification stating that you are able to resume work. However, you must make sure Your Company receives this notice no later than 2 business days before your return to work at the conclusion of your leave. If your FMLA Leave resulted from a workers' compensation injury, your health care provider may send an updated medical work status form to your Case Manager as soon as your return to work date is known, even if less than two business days before your return to work. You may obtain Return to Work Medical Certification Forms from your supervisor. This is important so that your return to work is properly scheduled.

#### **EXTENDED LEAVE FOR SERIOUS HEALTH CONDITION**

Leave taken because of your own serious health condition may be extended under certain circumstances. If you cannot return to work at the end of your FMLA Leave due to your own serious health condition, please contact your supervisor to see if you are eligible for extended leave. Please understand that reinstatement from an extended leave of absence (beyond 12 weeks of FMLA Leave) is not guaranteed and will depend upon the availability of a vacancy for which you are qualified.

#### **OTHER LEAVES OF ABSENCE AND TIME OFF POLICIES**

Your Company will provide you with leave of absence required by law, such as jury duty or military leave in accordance with the particulars of those laws. If you are interested in Your Company's time off policies relating to vacation, sick leave, personal leaves of absence, etc., please ask your supervisor or refer to Your Company's Custom Employee Handbook.

### **GENERAL PRACTICES & INFORMATION**

#### ADDRESS CHANGE

It is your responsibility to immediately inform Your Company of any changes in your address, phone numbers, marital status, or number of dependents. Contact Your Company supervisor to request these forms.

Fortune Business Solutions maintains your personnel records and as such considers them the proprietary property of Fortune Business Solutions. These records are highly confidential and are not available to anyone unless you authorize the release, or release is to an authorized governmental agency or is required by law. Fortune Business Solutions should be listed as your "employer of record" for purposes of benefits, taxes, and employment verification. In the event you need your employment verified, please complete the appropriate form provided by the requestor and submit it to your Fortune Business Solutions Human Resources Professional. Only written requests for employment verification which are signed by you will be responded to, unless otherwise required by applicable federal or state law, local statute, or law enforcement or governmental agency.

#### ATTENDANCE AND TIMEKEEPING

Attendance is an essential part of your job, and you are expected to work your scheduled hours. If you fail to notify your supervisor after three (3) business days of consecutive absences, you will be considered to have abandoned your job and voluntarily quit. These rules will be enforced uniformly on a non-discriminatory basis.

Accurately recording time worked is the responsibility of every non-exempt employee (i.e., employees subject to overtime rules). Federal and state laws require Your Company and Fortune Business Solutions to keep an accurate record of time worked in order to calculate your pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. It is your responsibility to certify the accuracy of all time recorded.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. You are required to immediately report to your supervisor and/or your Fortune Business Solutions Human Resources Professional if anyone asks or directs you to alter, falsify or tamper with time records. If, however, your supervisor is the person to whom the complaint is directed, or you don't feel comfortable speaking to your supervisor, then take your complaint to the next higher management level and/or to your Fortune Business Solutions Human Resources Professional.

#### DIRECT DEPOSIT

Employees may be provided the opportunity to deposit their wages in the institution of their choice at no cost. By completing a Direct Deposit Authorization form you may select the accounts in which to deposit your funds. Pre-noting is a means by which the bank (institutions) ensures your money will be deposited correctly. You will receive a regular bank check until the pre-note process is complete. The pre-noting process could take up to three payroll cycles.

#### LOST OR MISPLACED CHECKS

Should your paycheck get lost or misplaced, please notify your supervisor immediately. A stop payment order will then be placed on the check. It generally takes 24 hours for the bank to verify that the check has not already been cashed. Once the bank's verification is complete and it is found that the check has not been cashed, a new check will be issued to you. You will be responsible for any stop payment fees incurred. Lost or misplaced checks that are endorsed and/or cashed are your sole responsibility.

#### **PAYROLL DEDUCTIONS**

Your Company and Fortune Business Solutions are required by law to recognize certain court orders, liens, and wage garnishments and to make proper deductions from your wages on behalf of the employees. Mandated deductions are made until the maximum amount is reached and may include income and Social Security (FICA) taxes. Amounts withheld vary according to how much is earned, marital status, government employment regulations, and other factors.

Other voluntary deductions may be made from paychecks including health coverage, dental coverage, 401(k), Credit Union, or other services that may be requested.

Additional deductions may automatically be taken from your check with or without your authorization or written consent in accordance with company policies. This includes, but is not limited to, used but un-accumulated leave and the cost of company equipment that you damage or retain. Your acknowledgement at the end of this handbook authorizes Your Company and Fortune Business Solutions to make such deductions.

#### FAIR LABOR STANDARDS ACT (FLSA)

Under the federal Fair Labor Standards Act (FLSA) and applicable state law, employees are classified as non-exempt or exempt. This classification is based on your job duties and wages paid. The provisions of the federal FLSA determine how a job is classified.

In order for a job to be classified as exempt from the minimum wage and overtime provisions of the federal FLSA, the job must be a bona fide executive (management), administrative, professional, or outside sales position and meet the minimum salary level paid as a predetermined amount each week regardless of the number of hours worked during the workweek.

The salary amount may not be reduced except under specific circumstances. If an exempt employee feels their salary has been reduced improperly, they have the responsibility to notify their Company's designated member of management. The issue will be investigated and appropriate action will be taken.

Non-exempt jobs are usually those that are non-supervisory, non-administrative, and/or do not meet the job duties under the federal FLSA. These jobs are protected under the provisions of the federal FLSA and as such are usually paid on hourly basis at least minimum wage and receive overtime for hours worked over forty hours in a standard workweek.

#### **MAINTAINING APPROPRIATE INSURANCE / LICENSES**

For certain positions you may be required to maintain a valid, unrestricted driver's license or other professional license. Further, you may be required to provide Your Company with a certificate of insurance issued on your vehicle in a minimum amount and/or maintain an acceptable driving record. If your position requires a professional license, you may be required to maintain a current license and to provide proof of professional liability insurance.

If you have any questions about whether your position has these requirements, please ask your supervisor.

## CONCLUSION

The Employee Handbook Core Policies are provided to answer many of the questions you may have about working with Fortune Business Solutions. If you have a question that is not answered, or if you would like further information, speak with your immediate supervisor.

Communication and understanding are important aspects of any business. If you have questions about work schedules, use of machines and equipment, job duties, job training, safety procedures, proper reporting of hours worked, where to park your vehicle at work, dress code, requests for time off, or whom to call if you will be late or absent from work, contact your immediate supervisor at Your Company. If you have any questions about the contents of the Employee Handbook Core Policies, please contact your Fortune Business Solutions Human Resources Professional at 1-877-324-7297.

## **RECEIPT ACKNOWLEDGMENT OF THE EMPLOYEE HANDBOOK CORE POLICIES**

I understand that the Employee Handbook Core Policies describe important information about Fortune Business Solutions and My Company. Fortune Business Solutions and My Company have the sole discretion to alter these policies from time to time with or without prior notice. I also understand that revisions to these policies may supersede or eliminate one or more existing policies and that all such changes will be communicated through official notices.

I understand that my employment with Fortune Business Solutions and My Company is entered into voluntarily and that I and Fortune Business Solutions and/or My Company are free to end the employment relationship at any time, for any reason, with or without cause or advance notice.

I understand that these policies are neither a contract for employment nor a legal document. I have received and will comply with both the policies contained here and any revisions made to it. These policies supersede any and all prior editions.

## By my signature, I, \_\_\_\_\_

acknowledge that I have received a copy of Employee Handbook Core Policies, and understand it is my responsibility to read and comply with the policies contained in it and any revisions made to it.

**Employee Signature** 

Date

Printed Name

Date