

# The Bookstore Employee Handbook

Issue Date: February 8, 2008, Updated Jan. 2016

Version Number: 1

## TO THE BOOKSTORE EMPLOYEES:

This is our new Employee Handbook. Please review it and sign the attached acknowledgment and return.

You may keep a copy of the Handbook if you wish, but a copy will always be available to you through the office. If you do not wish to keep a copy, please return this one.

This Employee Handbook (the “Handbook”) was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the Handbook as soon as possible, for it will answer many questions about employment with The Bookstore.

## INTRODUCTORY STATEMENT

This Handbook is designed to acquaint you with The Bookstore and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. This Handbook is not a contract and is not intended to create any contractual or legal obligations. You should read, understand, and comply with all provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by The Bookstore to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No Handbook can anticipate every circumstance or question about policy. As The Bookstore continues to grow, the need may arise and The Bookstore reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception is our employment-at-will policy permitting you or The Bookstore to end our relationship for any reason at any time. The employment-at-will policy cannot be changed except in a written agreement signed by both you and the owner of The Bookstore. Employees will, of course, be notified of such changes to the Handbook as they occur.

Customers are among our organization’s most valuable assets. Every employee represents The Bookstore to our customers and the public. The way we do our jobs presents an image of our entire organization. Customers judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers.

The Bookstore will provide customer relations and services training to all employees with extensive customer contact. Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of The Bookstore. Positive customer relations not only enhance the public’s perception or image of The Bookstore, but also pay off in greater customer loyalty and increased sales and profit.

## **1-01 Nature of Employment**

Employment with The Bookstore is voluntarily entered into and is “at-will,” which means that the employee is free to resign at will at any time, with or without notice or cause. Similarly, The Bookstore may terminate the employment relationship at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law. No one has the authority to make verbal statements that change the at-will nature of employment, and the at-will relationship cannot be changed or modified for any employee except in a written agreement signed by that employee and the owner of The Bookstore.

Policies set forth in this Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between The Bookstore and any of its employees. The provisions of the Handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at The Bookstore’s sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the owner of The Bookstore.

## **1-02 Employee Relations**

The Bookstore believes that the work conditions and wages it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that The Bookstore amply demonstrates its commitment to employees by responding effectively to employee concerns.

## **1-03 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at The Bookstore will be based on merit, qualifications, and the needs of the company. The Bookstore does not unlawfully discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, ancestry, medical conditions, family care status, sexual orientation, or any other basis prohibited by law.

The Bookstore will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to the extent required by law. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the owner. 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.

#### **1-04 Business Ethics and Conduct**

The successful business operation and reputation of The Bookstore are built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and the letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of The Bookstore is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to The Bookstore and its customers to act in a way that will merit the continued trust and confidence of the public.

The Bookstore will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with the owner for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Bookstore employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

#### **1-05 Immigration Law Compliance**

The Bookstore is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with The Bookstore within the past three years or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

#### **1-06 Conflicts of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which The Bookstore wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact Jerry Brown for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of The Bookstore's business dealings. For the purposes of this policy, a relative is any person who is

related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the owner of The Bookstore as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which The Bookstore does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving The Bookstore.

### **1-7 Non-Disclosure**

The protection of confidential business information and trade secrets is vital to the interests and the success of The Bookstore. Such confidential information includes, but is not limited to, the following examples:

- acquisitions
- compensation data
- computer processes
- computer programs and codes
- customer lists
- customer preferences
- financial information
- investments
- labor relations strategies
- marketing strategies
- new materials research
- partnerships
- pending projects and proposals
- proprietary production processes
- research and development strategies
- technological data
- technological prototypes

All employees may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

## **1-8 Disability Accommodation**

The Bookstore is committed to complying fully with applicable disability laws and ensuring equal opportunity in employment for qualified persons with disabilities.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made regarding only an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions to the extent required by law. All employment decisions are based on the merits of the situation and the needs of the company, not the disability of the individual.

The Bookstore is also committed to not unlawfully discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability.

This policy is neither exhaustive nor exclusive. The Bookstore is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

## **2-01 Employment Categories**

It is the intent of The Bookstore to clarify the definitions of employment classifications so that employees understand their employment status. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and The Bookstore.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by The Bookstore management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR employees are those who are not in a temporary or introductory status and who are regularly scheduled to work The Bookstore's schedule.

INTRODUCTORY employees are those whose performance is being evaluated to determine whether further employment in a specific position or with The Bookstore is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change..

## **2-02 Access to Personnel Files**

The Bookstore maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, résumé, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of The Bookstore and access to the information they contain is restricted. Generally, only management personnel of The Bookstore who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the owner. With reasonable advance notice, employees may review their own personnel files in The Bookstore's office and in the presence of an individual appointed by The Bookstore to maintain the files.

## **2-03 Personal Data Changes**

It is the responsibility of each employee to promptly notify The Bookstore of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, notify the office.

## **2-04 Introductory Period**

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Bookstore uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or The Bookstore may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. If The Bookstore determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

## **2-05 Employment Applications**

The Bookstore relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

In processing employment applications, The Bookstore may obtain a background check for employment.

## **2-06 Performance Evaluation**

Supervisors are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted following an employee's introductory period. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

## **2-7 Job Descriptions**

The Bookstore maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

The Human Resources Department and the hiring manager prepare job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in position duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact the owner if you have any questions or concerns about your job description.

## **3-01 Employee Programs**

A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all Bookstore employees in the manner prescribed by law.

### **3-02 Workers' Compensation Insurance**

The Bookstore provides a comprehensive workers' compensation insurance program at no cost to employees, pursuant to law. 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.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

### **4-01 Paydays**

All employees are paid weekly on Fridays. Each paycheck will include earnings for all work performed through the end of the previous payroll period, which ends each Thursday.

### **4-05 Employment 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.
- discharge—involuntary employment termination initiated by the organization.
- layoff—involuntary employment termination initiated by the organization because of an organizational change.

The Bookstore will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss suggestions, complaints, and questions.

Nothing in this policy is intended to change the company's at-will employment policy. Since employment with The Bookstore is based on mutual consent, both the employee and The Bookstore have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with Kentucky state law.

#### **4-09 Administrative Pay Corrections**

The Bookstore takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the owner so that corrections can be made as quickly as possible.

#### **4-10 Pay Deductions and Setoffs**

The law requires that The Bookstore make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The Bookstore also must deduct Social Security taxes on each employee's.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the office can assist in having your questions answered.

#### **5-01 Safety**

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

#### **5-02 Work Schedules**

Work schedules for employees vary throughout our organization. We will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

#### **5-03 Use of Phone and Mail Systems**

Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse The Bookstore for any charges resulting from their personal use of the telephone. To ensure effective telephone communications, employees should always use an approved greeting ("Good Morning, The Bookstore" or "Good Afternoon, The Bookstore," as applicable followed by the employee's name) and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace. The e-mail system is the property of The Bookstore. Occasional use of the e-mail system for personal messages is permitted, within reasonable limits.

The Bookstore will not guarantee the privacy of the e-mail system except to the extent required by law.

#### **5-04 Smoking**

Smoking is prohibited throughout the workplace, as required by law. This policy applies equally to all employees, customers, and visitors.

#### **5-05 Rest and Meal Periods**

All employees are provided with one 45 minute meal period on the clock each workday in which the employee works more than five hours. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities.

#### **5-6 Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

#### **5-7 Visitors in the Workplace**

To provide for the safety and security of employees and the facilities at The Bookstore, only authorized visitors are allowed in the office and cash wrap area. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

#### **5-8 Computer and E-mail Usage**

Computers, computer files, the e-mail system, and software furnished to employees are The Bookstore property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization.

The Bookstore strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, The Bookstore prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others. Employees should notify the owner immediately upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

#### **5-9 Internet Usage**

Internet access to global electronic information resources on the World Wide Web is provided by The Bookstore to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use of e-mail and the Internet is permitted within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of The Bookstore and, as such, is subject to disclosure to law enforcement or other third parties. Employees should expect only the level of privacy that is warranted by existing law and no more. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other

transmissions is accurate, appropriate, ethical, and lawful. Any questions regarding the legal effect of a message or transmission should be brought to the owner.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights. Any questions regarding the use of such information should be brought to the owner.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by The Bookstore in violation of the law or The Bookstore policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation

- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Engaging in any other illegal activities

Additionally, a non-employee of The Bookstore should never be allowed access to The Bookstore's computer system or Internet connection.

### **5-10 Workplace Violence Prevention**

The Bookstore is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, The Bookstore has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of The Bookstore without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening. The Bookstore will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

The Bookstore encourages employees to bring their disputes or differences with other employees to the attention of the owner before the situation escalates into potential violence. The Bookstore is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

## **6-01 Medical Leave**

The Bookstore provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition or disability. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility and continuing treatment by a health care provider.

Eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to The Bookstore. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of 12 weeks within any 12-month period. Any combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of the disability, in accordance with all applicable laws covering occupational disabilities.

Subject to the terms, conditions, and limitations of the applicable plans, The Bookstore will continue to provide health insurance benefits for the full period of the approved medical leave.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide The Bookstore with at least two weeks' advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed-upon return date, The Bookstore will assume that the employee has resigned.

## **6-02 Family Leave**

The Bookstore provides family leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child or to care for a child, spouse, or parent with a serious health condition. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.

Employees in the following employment classifications are eligible to request family leave as described in this policy:

### *Regular full-time employees*

Eligible employees should make requests for family leave to the owner at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for family leave to provide care, its beginning and expected ending dates, and the estimated time required.

Eligible employees may request up to a maximum of 12 weeks of family leave within any 12-month period. Any combination of family leave and medical leave may not exceed this

maximum. Married employee couples may be restricted to a combined total of 12 weeks leave within any 12-month period for childbirth, adoption, or placement of a foster child or to care for a parent with a serious health condition.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide The Bookstore with at least two weeks' advance notice of the date the employee intends to return to work. When a family leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified. If an employee fails to return to work on the agreed-upon return date, The Bookstore will assume that the employee has resigned.

### **7-01 Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, The Bookstore expects employees to follow rules of conduct that will protect 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 examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

Nothing in this policy is intended to change the company's at-will employment policy. Employment with The Bookstore is at the mutual consent of The Bookstore and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## **7-02 Drug and Alcohol Use**

It is The Bookstore's desire to provide a drug-free, healthful, 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.

While on The Bookstore premises and while conducting business-related activities off The Bookstore premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. 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 other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with appropriate resources in the community.

## **7-03 Sexual and Other Unlawful Harassment**

The Bookstore is 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. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons, or posters
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations
- Physical conduct that includes touching, assaulting, or impeding or blocking movements

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of the conduct is used as a basis for making employment decisions; or (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the owner. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor who becomes aware of possible sexual or other unlawful harassment must immediately advise the owner of the company so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful behavior will be subject to disciplinary action, up to and including termination of employment.

#### **7-04 Attendance and Punctuality**

To maintain a safe and productive work environment, The Bookstore expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on The Bookstore. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

#### **7-05 Personal Appearance**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image that The Bookstore presents to the community.

During business hours or when representing The Bookstore, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards.

The owner is responsible for establishing a reasonable dress code appropriate to the job you perform. If he feels that your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstances, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

#### **7-06 Return of Property**

Employees are responsible for all The Bookstore property, materials, or written information issued to them or in their possession or control. Employees must return all The Bookstore property immediately upon request or upon termination of employment. Where permitted by applicable laws, The Bookstore may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The Bookstore may also take all action deemed appropriate to recover or protect its property.

#### **7-08 Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with The Bookstore. Although advance notice is not required, The Bookstore requests at least two weeks'

written notice of resignation from nonexempt employees and two weeks' written notice of resignation from exempt employees.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation.

### **7-10 Security Inspections**

The Bookstore wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, The Bookstore prohibits the possession, transfer, sale, or use of such materials on its premises. The Bookstore requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of The Bookstore. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of The Bookstore at any time, either with or without prior notice.

### **7-11 Progressive Discipline**

The purpose of this policy is to state The Bookstore's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

The Bookstore's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with The Bookstore is based on mutual consent and both the employee and The Bookstore have the right to terminate employment at will, with or without cause or advance notice, The Bookstore may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps—verbal warning, written warning, suspension with or without pay, or termination of employment—depending on the severity of the problem and the number of occurrences.

Progressive discipline means that, with respect to many disciplinary problems, these four steps will normally be followed. However, there may be circumstances when one or more steps are bypassed.

The Bookstore recognizes that there are certain types of employee problems that are serious enough to justify either a suspension or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and The Bookstore.

## **7-12 Problem Resolution**

The Bookstore is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from The Bookstore owner and management.

The Bookstore strives to ensure fair and honest treatment of all employees. Supervisors and employees are expected to treat each other with respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with The Bookstore in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. The employee presents the problem to his or her immediate supervisor after the incident occurs. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee may present the problem to the owner.
2. The supervisor responds to the problem during discussion or after consulting with the owner when necessary. The supervisor documents this discussion.
3. The employee presents the problem to the owner if the problem is unresolved.
4. The owner counsels and advises the employee, assists in putting the problem in writing, and visits with the employee's supervisor.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussing mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

## **8-00 Life-Threatening Illnesses in the Workplace**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The Bookstore supports these endeavors as long as the employees are able to meet acceptable performance standards. As in the case of other disabilities, The Bookstore will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. The Bookstore will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the office for information and referral to appropriate services and resources.

## **8-06 Suggestions**

As employees of The Bookstore, you have the opportunity to contribute to our future success and growth by submitting suggestions for practical work-improvement or cost-savings ideas.

All regular employees are eligible to participate in the suggestion program.

A suggestion is an idea that will benefit The Bookstore by solving a problem, reducing costs, improving operations or procedures, enhancing customer service, eliminating waste or spoilage, or making The Bookstore a better or safer place to work. All suggestions should contain a description of the problem or condition to be improved, a detailed explanation of the solution or improvement, and the reasons why it should be implemented. Statements of problems without accompanying solutions or recommendations concerning co-workers and management are not appropriate suggestions. Submit suggestions to the owner.