# LKL Awards and Engraving DBA Crown Trophy Plano



**Employee Policies** 



#### **NEW EMPLOYEE POLICIES**

Welcome to LKL Awards and Engraving DBA Crown Trophy Plano. We look forward to a long and happy relationship with you as an integral part of our team. Below are basic policies of the company. Make certain you fully understand each policy and feel free to ask questions. You should also feel free to ask questions regarding a policy or procedure not listed you feel is important.

These policies and any supplemental attachments provided, if applicable, provide answers to most of the questions you have about our Company's benefit programs and procedures. If anything is unclear, please discuss the matter with your Supervisor. You are responsible for reading and understanding these policies. Your continued success at the Company will reflect your adherence to these policies as well as your general job performance.

The policies and provisions do not constitute an employment contract or a contractual commitment of continued employment. None of these policies, including the Disciplinary Policy, constitute a promise of how the Company must treat Employees prior to termination. Rather, the policies are guidelines. Our goal is to treat you fairly and work with you to have you be a productive member of our team.

From time to time, these polices may change. Efforts will be made to keep you informed through suitable lines of communications, including notices sent directly to you as well as e-mail notices. The Company may change the programs and procedures described below without notice or your consent.

# **EQUAL EMPLOYMENT OPPORTUNITY**

It is a policy of Crown Trophy that all job applicants are recruited, hired and promoted in compliance with Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Immigration and Nationality Act and any other applicable federal act or state law. Decisions on employment and promotions are based solely upon an individual's qualifications, with reference to the skills and abilities required of the position for which the individual is being considered.

# PROHIBITED HARASSMENT

Crown Trophy is committed to provide a work environment free of discrimination. In keeping with this commitment, Crown Trophy maintains a strict policy of prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment of any form, including verbal, physical and visual. The Company regards sexual harassment as a very serious matter and prohibits it in the workplace by any person and in any form. Prohibited sexual or other harassment includes, but is not limited to the following:

- Derogatory, offensive, hostile or intimidating comments, actions, printed materials, electronic transmissions, or any other conduct that could be reasonably be construed by another Employee as creating a hostile work environment.
- Unwelcome advances/conduct, sexual or otherwise, implying that submission to the advance is a term or condition of employment, is used as a basis for an employment decision, or which substantially interferes with an Employee's work performance.

The Company will also not tolerate this type of behavior towards Company Employees or Officers by vendors or contractors. All reports of allegations of this type of behavior will be investigated promptly, thoroughly and impartially. If these allegations are substantiated, the Company will take immediate and appropriate steps to end the harassment, prevent it from reoccurring, and correct the effects of any harassment. The Company will also protect the confidentiality of complaints, if requested, to the extent

possible. Discrimination or retaliation against an Employee who makes a good faith complaint or provides information is prohibited. It is the responsibility of the Employee to report all incidences of possible harassment to their Supervisor or, if that is not possible, to a member of Management. A Supervisor receiving such a complaint must report the complaint to appropriate Management officials.

If you believe you have been harassed by a co-worker, supervisor or agent of Crown Trophy, you should promptly report the facts of the instance and names of the individuals involved to your supervisor or the general manager. If you have questions concerning this policy, feel free to contact the general manager.

#### DRUG AND ALCOHOL USE

It is the Company's policy to create a drug and alcohol free work place in keeping with the spirit of the Drug Free Workplace Act of 1988. Abuse of drugs and alcohol impairs Employee judgment which may result in increased safety risks, Employee injuries and poor decision-making. Therefore, all Employees are expected to report to work in a state of mind and physical condition that does not affect their ability to perform their assigned duties. Prescribed drugs are excluded from this policy when used as intended, unless job performance could be affected. The Employee must notify his/her Supervisor of any safety issue related to prescription drug use. The Company may, at its discretion, initiate pre-employment screening, random testing, or probable cause testing of Employees. Any Employee who is found in violation of the Policy may be subject to disciplinary action, up to and including termination. In the case of work-site injuries, post-incident drug testing may be required.

# WORKPLACE VIOLENCE

The Company is concerned about the increased violence in society, which has also filtered into many workplaces. The Company expressly prohibits any form of workplace violence, intimidation or threats by Employees or former Employees. The Company will not condone any acts or threats of violence against Employees, customers, or visitors on Company premises at any time or while they are engaged in business with or on behalf of the Company, on or off the Company's premises. Weapons of any kind are not permitted on the worksite. It is the responsibility of all Employees to report violations of this policy to their Supervisor. The Company may refer complaints of violation of this policy to law enforcement personnel.

# **COMPANY PROPERTY**

As a Crown Trophy employee, you are entrusted with the care and safekeeping of company property such as furniture, equipment, computers, software and office supplies. These items always remain our property. While we expect normal wear and tear, we reserve the right to recover expenses associated with replacing or repairing an item due to gross negligence, willful misconduct or dishonesty.

#### YOUR PERSONAL ITEMS

Please be aware that we are not responsible for personal items (purses, keys, coats, etc.) you leave unattended or locked at the office and cannot guarantee privacy in the storage of these items.

# WORKPLACE COMMUNICATIONS

While you are at work, we expect all communications to be conducted in a responsible and professional manner reflecting the company's commitment to honest, ethical and non-discriminatory business practice.

#### COMPANY COMMUNICATION SYSTEMS

To facilitate company business, we maintain various communications and information systems such as telephones, facsimile transmissions, photocopiers, standard and expedited mail, voice mail, electronic mail, intranet and access to the Internet. You will be given access to these systems consistent with the requirements of your job and you are expected to develop the necessary skills to use the systems at a proficient level for your job.

All data accessed, created, transmitted, received and/or stored on these systems are considered to be part of the official records of the company and, as such, is subject to disclosure to law enforcement or other third parties. Communications on these systems are not private and, by using our systems for personal purposes, you are implicitly waiving any claim to privacy. Management reserves the right, without the user's consent, to monitor all employee usage to ensure proper working order, appropriate use by employees, the security of company data and to retrieve the contents of any communication from these systems.

We understand there is "life beyond Crown Trophy" and you may need to conduct some personal business during the week. The following guidelines have been established to help ensure responsible and productive usage:

**Telephones, E-mail, Text Messaging, Internet Access, Facsimile Transmissions & Photocopies**: You may *occasionally* use your personal cellular phones for short periods (about five minutes) for personal reasons and emergencies *so long as* the use does not interfere with business use and your job performance. Personal e-mail, personal text messaging, personal internet use, facsimile transmissions and photocopies are prohibited unless approved by the general manager. However, you may not use the company's long-distance service for incoming (toll-free) or outgoing personal calls at any time without your supervisor's permission.

**Company Cellular Phones**: We may provide you with a cellular phone based on your job responsibilities. These phones are the property of the company and should be used according to the telephone policies above. For your safety, you should refrain from driving and talking on the cellular phone at the same time and must not use your cellular phone while driving in states that prohibit such use.

**Voice Mail:** If you have a voice mail system, you are expected to record a professional and friendly greeting and to return calls within 24 hours. The voice mail system should not be used routinely to avoid calls or face-to-face communication with co-workers or clients. If you are at your desk, you are generally expected to answer your telephone.

**Standard and Expedited Mail**: You may occasionally purchase stamps/postage from the company so long as you pay for those items in full at the time of purchase. You may also occasionally use our expedited accounts (currently, FedEx/UPS) so long as you clearly denote your name on the mailing label and immediately reimburse the company when informed of the amount due. However, you may not use the company address for the regular receipt of any personal mail.

We need your cooperation to ensure the security of our communications and information networks as well as to guarantee compliance with licensing agreements and copyright laws. We could provide a long list of prohibited activities but we are going to keep this simple. Do not use our property or communications systems in any way that:

Violates federal, state, or local law or regulation Would adversely affect the company or a co-worker Is discriminatory, harassing, intimidating, threatening, obscene or pornographic

The inappropriate nature of any usage or message will be determined by management. The improper use of company property or communications systems will subject you to disciplinary action including termination of employment.

# CONFIDENTIAL INFORMATION, SOFTWARE AND COPYRIGHT

#### **Confidential Information:**

Employees and the Company have a high relationship of trust and confidence with respect to confidential information, trade secrets and proprietary information owned by the Company, its affiliates, customers and suppliers. Business information is contained in all forms of the Company's information systems, including hardware, software, applications, databases and communications. Employees generally have unrestricted access to certain Company business information and documents. All business information is one of the Company's principal assets and must be protected at all times from unauthorized modification, destruction or disclosure. Similarly, business information of the Company is not to be used for the personal advantage of any Employee.

In order to protect this information and its Employees, the Company reserves the right to require all prospective and current Employees to sign an agreement regarding confidential information, intellectual property and non-solicitation of Employees.

# **Software and Copyright:**

It is unlawful to violate copyright provisions on written materials, videos, computer software or any other medium. Copyright laws are designed to prevent copying material without the permission of, or payment to, the holder of the copyright.

Any unauthorized use of Company purchased or created software or other copyrighted materials for any purposes other than authorized backup, or removal of copyrighted materials from Company premises without Company permission is strictly prohibited. Violators may be subject to civil and criminal penalties and any resulting settlements and judgments. Any deviation from this Policy, including any failure to report to such deviation by another Employee, may result in disciplinary action up to and including termination.

#### CORRECTIVE AND DISCIPLINARY ACTION

Employees who violate Company policies, procedures, or rules or fail to meet performance or behavior standards of the Company may be subject to corrective and/or disciplinary action, up to and including termination of employment.

Possible corrective and disciplinary actions <u>may</u>, <u>but need not</u>, include one or more of the following:

- Verbal Warning
- Written Warning
- Disciplinary Suspension, normally 1 to 5 work days
- Decision Making Leave
- Termination

PROGRESSIVE DISCIPLINE IS NOT MANDATORY OR EXPECTED, HOWEVER, AND MANAGEMENT RESERVES THE RIGHT TO INVOKE ANY CORRECTIVE OR

**DISCIPLINARY ACTION THAT IT DEEMS APPROPRIATE IN EACH CIRCUMSTANCE.** In case of termination the Company affirms its status as an "At-Will" employer.

#### SEPARATION OF EMPLOYMENT

The Company seeks long-term, rewarding relationships with its Employees. The Company recognizes, however, that terminations are an inevitable part of personnel activity within any organization.

The relationship between the Company and each of its Employees is "Employment-At-Will". This means that the Employee may sever the employment relationship at any time, with or without notice and without cause. The Company has a similar right to sever the employment relationship at any time, with or without notice and with or without cause.

Employee-initiated separations:

- Employees are requested, but not required, to provide two weeks notice prior to terminating employment.
- Employees who do not report to work and fail to notify their Supervisor by the end of the work day may be considered to have voluntarily resigned.

Company-initiated separations:

- Separations should be reviewed by a member of Management.
- In certain circumstances, Employees terminated as a result of a Company-initiated separation may be provided separation pay in exchange for appropriate documentation.

Employees terminating from the Company will be paid in accordance with all applicable laws.

#### INTRODUCTORY PERIOD

Your employment will begin with a 90-day introductory period. If at any time during the 90 days we feel you are not the right person for the position, your employment will be terminated.

You will have a performance review during or at the end of the 90-day introductory period. It is understood that a pay increase may or may not be given at the time of a performance review. After the first 90-day performance review, you will have an annual review on the anniversary of your 90-day review.

Should you change positions within the company, you will be given another 90-day performance review for your new position. After the first 90-day review in your new position, you will receive an annual review on the anniversary of your latest review.

Your supervisor may not feel there has been enough time at 90 days to properly evaluate your performance. Should this be the case, your supervisor may extend your introductory period for an additional 90 days. Your introductory period may also be extended if your supervisor feels you need improvement.

You will neither accrue nor be eligible for benefits during the introductory period, including an extended introductory period.

#### EMPLOYMENT INFORMATION

Your immediate supervisor is initially	All questions or problems		
should be directed to this person. If you feel you cannot solv	e a problem with this person, or if a question		
was not answered to your satisfaction, you may (with this person's knowledge) discuss the situation with your supervisor's manager or another manager within the company.			
Your "core" work hours are from to	with for lunch. Your		
workweek begins on Sunday and ends on Saturday. Ye	our normal workweek is Monday through		
Saturday. Crown Trophy has a weekly pay period. Checks a	re dated the Friday following the pay period		

end date. Occasionally, overtime is required. We will do everything we can to let you know as far in advance as possible when overtime will be required. You will be expected to work any overtime required unless you have a valid reason for not doing so and your supervisor has approved. All overtime must be pre-approved by your supervisor or manager.

Your rate of pay is \_\_\_\_\_ per \_\_\_\_. As noted above, you may or may not receive a pay increase at the time a performance review is conducted. The company gives "merit" increases in pay, which rewards efforts and not necessarily time spent in a position.

# PAID TIME OFF (PTO) POLICY

Our PTO policy is 5 days paid PTO the first year and 10 days for each subsequent year up to 5 years. After 5 years of service, paid PTO will be 15 days per year and after 10 years of service, paid PTO will be 20 days per year. Our PTO is accrued per pay period. PTO will be accrued for full time employees working at least 40 hours per week. No PTO will accrue or be paid during your introductory period (90 days unless extended) unless employment continues beyond this period. PTO accruals will be calculated at the same rate as your normal work hours as indicated in Paragraph 2 of the "Employment Information" section.

PTO must be pre-approved by your supervisor. It is understood that your requested PTO may not be granted if it interferes with company objectives. It is advisable to request your PTO as soon as you are certain of the dates you desire.

If you miss time from work due to illness, you are to contact your immediate supervisor as soon as possible.

A doctor's note may be required if you miss more than 3 consecutive days for illness.

PTO may be used for you, to care for a family member or for a maternity leave. PTO is not to be considered additional compensation – it is to be used for vacation, illness or maternity leave.

#### HOLIDAY POLICY

After successfully completing your introductory period (90 days unless extended) full time employees will receive 6 paid holidays per year. In addition to Christmas and New Year's Day, you will receive an additional ½ day (on the eve of these two days) if they fall during the workweek. Paid holidays are based on the number of hours you normally work the day the holiday is taken.

For hourly employees, if you work during scheduled holiday hours, at your option you can take Compensatory time on another day or be paid as normal federal and state regulations apply. To be paid for the holiday, you must work the workday prior to and the workday after the holiday, unless you are on PTO. If you are on PTO with a doctor's note of absence, you will be paid for the holiday. If you are on PTO without a doctor's note of absence the day before or after the holiday, you will not be paid for the holiday.

The paid holidays are as follows:

New Year's Day Memorial Day Fourth of July Labor Day Thanksgiving Day Christmas Day

# OTHER PAID ABSENCES

After successfully completing your introductory period (90 days unless extended) full time employees will be eligible for the following paid leaves:

#### Bereavement Leave:

Two days paid leave for the death of a member of your immediate family (parent, step-parent, sibling, step-sibling, child, step-child or spouse)

# Jury Duty:

We will pay the difference between your normal pay and what you receive from the court for jury duty. A receipt from the court is required and should be attached to your time sheet or sent to the payroll office. This will be paid up to a maximum of one week.

# **Military Leave:**

In accordance with USERRA, leaves of absence without pay are granted to Employees for military or reserve duty. Any Employee who is drafted, enlists, or is recalled to extended military duty will be placed on extended military leave without pay. Upon returning to the Company after separation from active military service, the Employee will be eligible for re-employment in accordance with Federal law governing veteran's employment reinstatement. While on active duty, an Employee's record of continuous service will not be interrupted.

Any Employee who is required to serve an annual two-week period of active duty in any recognized military unit will be granted leave without pay.

#### **INSURANCE**

All regular employees working at least 40 hours per week are eligible for insurance after successfully completing their introductory period (90 days unless extended). The company offers medical, dental, vision, group and supplemental life, and long term disability insurance and contributes to the employee portion. Please refer to your health packet for specifics. You may pay the dependent portion if desired through payroll deduction.

#### **DRESS CODE**

Our dress code consists of "casual" attire. Crown Trophy apparel is preferred. After successfully completing their introductory period (90 days unless extended) full time employees will receive 5 short sleeve and 5 long sleeve Crown Trophy shirts. Blue jeans and pants should be in good condition with no holes or fraying. Shorts should be in good condition with no fraying and worn no higher than 6 inches from the knee. All clothing should look presentable to clients. No logos or printed material will be allowed on clothing unless approved by general manager. All clothing should fit properly in order to represent Crown Trophy in a professional manner.

# **SAFETY**

The Company strives to comply with all applicable local, state and federal safety policies. The Company strives to provide a safe workplace for all Employees working on and off the Company premises. The Company expects Employees both on and off site to work safely, to follow proper working procedures set forth by Supervisors and to eliminate or report any unsafe conditions.

Management may require Employees to wear/use safety or ergonomic equipment.

It is the responsibility of the Employee to report any unsafe condition. Causing, creating, or failing to report or correct any unsafe condition may result in termination.

#### **MISCELLANEOUS**

Falsifying any information on your resume or employment application may result in your termination.

A copy of the signed and dated "New Employee Policies" will be kept in your personnel file.

#### ACKNOWLEDGEMENT OF RECEIPT

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I have reviewed the Company's new Policies. I agree to familiarize myself with these policies and to comply with these provisions at all times while in the employ of the Company. I also understand and acknowledge that these policies are periodically updated.

I understand and agree that neither these policies nor any other Company document or oral statement creates an implied or express employment contract or term of employment. I agree that employment is "at will" and may be terminated by me or the Company at any time with or without cause and with or without notice. I understand that the Company reserves the right to modify any of the provisions of the Handbook at any time and without notice.

By signing below, I acknowledge receipt of these New Employee Policies:		
Employee Signature	Date	
Supervisor Signature	Date	

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