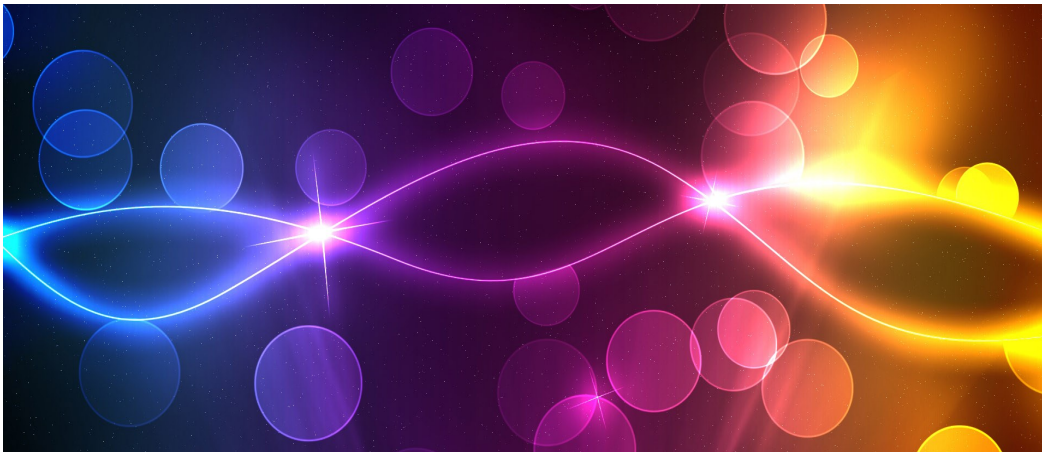




# **employee handbook**

**2017**



[cyber-inc.com](http://cyber-inc.com)

800.505.0414

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK (2017)**

This employee handbook has been prepared for your information and understanding of the policies, philosophies and practices, and benefits of Cybertech, Inc. READ IT CAREFULLY. Please sign the statement below and return to your Cybertech Recruiter.

I, \_\_\_\_\_, have received a copy of the Cybertech Employee Handbook, which outlines the goals, policies, benefits and expectations of Cybertech, as well as my responsibilities as an employee.

I will familiarize myself with the contents of this handbook. By my signature, I acknowledge and agree to comply with the information contained in the Employee Handbook provided to me by Cybertech. I understand that this handbook is not intended to cover every situation which may arise during my employment, but is a general guide to the goals, policies, practices, benefits and expectations of Cybertech.

I understand that the Cybertech Employee Handbook is not a contract of employment and should not be deemed as such, and that I am an employee at will.

\_\_\_\_\_

(Employee Signature)

\_\_\_\_\_

(Date)

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## CONTACTS

As a Cybertech employee, you will need to maintain contact information of at least two new people. Your Cybertech Recruiter is your contact for all questions about Cybertech and matters such as your time sheets, paychecks, and W2. For questions regarding your work schedule, what is expected of you on the job, or how to do something on the job, ask your Client supervisor.

We recommend putting all this information in your personal cell phone for ease of access, as soon as possible. Alternatively, print and fill out this page for future reference.

Client Supervisor's Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cybertech Recruiter's Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

For other Cybertech questions, contact:

Payroll Department: [timesheets@cyber-inc.com](mailto:timesheets@cyber-inc.com)

General Questions: [info@cyber-inc.com](mailto:info@cyber-inc.com)

Or call for immediate response, 800.505.0414

## **I. INTRODUCTION**

Welcome to Cybertech! This employee handbook has been designed to smooth your transition into our company by answering questions typically posed by new employees. It is composed primarily of our policies and procedures, rules and regulations, and benefit information.

It is important that you read and understand these policies, as they constitute an integral part of your employee relationship with Cybertech and our customer(s), referenced throughout this handbook as the "Client." This document is not an employment contract. Material contained herein is subject to change without notice and supersedes any previous verbal or written policy.

Any questions you have after reading this booklet may be directed to your immediate Cybertech Recruiter.

## **II. MISSION STATEMENT**

Cybertech Recruiting and Staffing Services was established with the conviction that exemplary service facilitates solid business alliances. Making Clients' needs of the utmost importance, we strive to equip them with the best talent available and capable of doing the work required (if you are just reading this as a newly hired employee, that's you, congratulations!).

## **III. WORKPLACE PRACTICES**

### **Personal Appearance:**

- A. Depending on the assignment, the dress code will vary. Nevertheless, to promote a professional image, Cybertech employees are expected to adhere to accepted social and business dress standards and to maintain a well-groomed appearance.
- B. Whenever street clothes are approved for wear on assignment, the employee must maintain a clean, neat appearance. The following types of dress are not allowed: shirts that display any type of writing, logo, or message, shirts that expose the midriff, low-cut or tank tops, low-riding pants or skirts, sundresses, and sweat suits.

At the Client's work site, it is possible that their customers may also be on site which is another reason to maintain a professional image.

### **Tobacco Use:**

For the good health of all employees and visitors, tobacco use is prohibited inside all facilities and Client locations.

**Building Security:**

Employees should not be on Client premises during non-business hours without prior authorization by their supervisor.

**Company Property:**

All work material and supplies are the property of the Client. No one is permitted to remove or make copies of any Client records, reports, software, or documents without management approval. Unauthorized use of Client property will be considered an act of theft and will result in disciplinary action up to and including termination.

**Telephone Calls:**

The Client's telephone equipment is for business purposes only. Personal telephone calls should only be made or accepted during the scheduled break or meal period, except in the case of emergencies.

**Personal Cell Phones:**

Personal cell phones should be set on vibrate and used for emergencies only. Employees may not perform any of their own personal business at a client's work site, including but not limited to: making appointments, personal calls, texting or emailing. Employees may not engage in activities that distract from completing job-related tasks including but not limited to: texting, social media, or games. Logging in, viewing or posting to any non-company-related social or media sharing websites (Facebook, Twitter, Instagram, Pinterest, etc.) is not allowed during business hours. Taking pictures of Client property is not allowed, unless otherwise authorized by the Client.

**Automobile and Equipment Usage**

- A. In order for an employee to be reimbursed for personal automobile use, he must maintain a valid driver license and proper insurance as required by law, including general liability and collision. Employees who are unable to verify that they have met these specifications should let their Client supervisor know that they must be exempted from using their vehicle for company business.
- B. Cybertech will not be held responsible for any liability claims for acci-

dents which occur when an employee uses his car on company time for Cybertech business. Specifically, the company is not responsible for any collision damage to any employee's vehicle, for any reason, at any time.

- C. "Allowable business travel" does not include travel from home to the Client. However, if the first travel of the day is from the employee's home to a business appointment, the excess mileage is reimbursable. By the same token, if the distance from the last business stop of the day to the employee's home is greater than the distance from the Client work location to the home of the employee, the excess mileage is reimbursable.
- D. Employees are not permitted to use Client vehicles unless they have received authorization from the specific Client and Cybertech management (notify your Cybertech Recruiter). Employee use of client vehicles is restricted to business purposes only. Employee must have a valid driver license and follow all Client rules.
- E. By credential or signature, employees are prohibited from representing Cybertech in the rental of any equipment or vehicle. Situations such as this must be approved and handled by Cybertech management (notify your Cybertech Recruiter).

**Confidentiality:**

- A. All Client information, including but not limited to products, processes, and customers, is considered by Cybertech as confidential.
- B. Wages and salaries are considered confidential information and are not to be discussed. All personnel files and information therein is considered confidential and will not be disclosed without the written permission of the employee or a legally binding order.
- C. Some Cybertech Clients may require an additional confidentiality agreement to be signed. When known, your Recruiter will include this in the pre-employment paperwork.

**Changes in Personal Information:**

Employees should advise Cybertech within 10 days whenever there is a change in personal information, including bank routing number, address, telephone number, marital status, or births and deaths in the family. Modification of personal data could impact named beneficiaries and family

notification, as well as employee benefits and income tax deduction status.

#### **IV. EMPLOYEE RESPONSIBILITIES AND RELATED MATTERS**

##### **Contract Employment:**

- A. The policy of Cybertech regarding the placement of any employee is to effectively match the skills of the employee with the needs of the Client.
- B. A record of each employee's abilities is kept on file to facilitate proper placement on assignments. The employee has the privilege of stipulating to Cybertech their choice of job assignments.
- D. Cybertech employees must follow the Client policies and procedures of the facility at which they are working. Employees are to follow day-to-day work instruction from their Client supervisor.
- E. Employee agrees that said bi-weekly time statement shall be verified and executed by an authorized signature of the Client evidencing the actual hours provided by Employee. Employee acknowledges and agrees that Cybertech shall not be obligated to make any payments not so supported. Employee agrees that payment will only be made for actual services provided to the Client and is not entitled to any other compensation, i.e. sick pay, or the closing of the Customer's operation for any reason.
- F. An employee may not leave or terminate an assignment before its completion without notifying Cybertech and the appropriate Client representative.
- G. Employees may not directly accept work with a Client for whom they have contracted through Cybertech within the last year unless Cybertech grants prior written approval.
- H. In the event of any questions, problems, or concerns regarding your assignment, contact Cybertech immediately.

##### **Absence and Cancellation:**

- A. If an employee is unable to report for work as scheduled, the individual must call his immediate onsite supervisor within the first hour of the regular start time. Your Cybertech Recruiter must also be contacted within the same timeframe.
- B. Clients rely on Cybertech employees to be punctual, dependable and to work diligently during scheduled hours. Tardiness and absences



disrupt the normal working order; therefore, repeated tardiness and/or absences are sufficient grounds for disciplinary action up to and including termination.

- C. Failure to report for an assignment without prior notification will be considered a voluntary resignation.

## **V. COMPENSATION**

### **Direct Deposit:**

Cybertech employees are paid via direct deposit to personal savings, checking or other check cashing accounts.

### **Time Reporting:**

- A. The pay period is two weeks long.
- B. Employees are responsible for completing their own time sheet, which must be signed by the Client, incoming employee, or supervisor at the end of each week and transmitted to Cybertech on the following Monday morning. If a time sheet is not received by Monday Noon EST, it may be held and processed on the next payroll cycle.
- C. One time sheet may be used per one-week period, Saturday through Friday, for the same Client.
- D. Time sheets must be accurate, legible, and dated. They must have the client's signature, employee's name, and hours worked.

### **Holidays:**

- A. The following are recognized holidays and the company's offices will be closed for their observance: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The agreement between Cybertech and the client determines whether there is premium pay for employees who work on one of the six recognized holidays.
- B. Employees who are eligible for holiday pay (refer to your Employment Offer for details) will be compensated for the holiday only if they work a normal schedule the weeks prior to and following the holiday.

### **Expense Reporting:**

- A. Expenses should be itemized by utilizing either the Client or Cybertech Expense Report spreadsheet and submitted to the appropriate super-

visor within 30 days of occurrence.

- B. Employees who use their vehicle in the performance of Client business will be reimbursed in accordance with IRS guidelines and, subject to management approval, will be compensated for automobile use expenses at the going rate.

## **VI. BENEFITS**

### **Worker's Compensation:**

- A. From the date of employment, all employees working for Cybertech are covered by the company's workers' compensation insurance policy.
- B. Employees must report work-related injuries within twenty-four hours of occurrence and an incident report must be completed and submitted to Cybertech supervisory personnel. Failure to report the injury immediately may delay benefits and could cause denial of the claim. If the incident occurs at a Client's business location, the Client's incident form should be used. In all other cases, the "Cybertech Incident Report" form should be completed.
- C. Unless directed otherwise, employees may go for treatment of work-related injuries to any local care facility, such as Concentra Medical Center.
- D. During business hours, all work-related incidents should be reported to the immediate Cybertech supervisor. After business hours, incidents must be reported no later than the next business day.
- E. If an emergency occurs at work and paramedics are needed, the individual should be taken directly to the hospital emergency room.
- F. Any employee who sustains a work-related injury must submit a written physician's statement prior to his return to work.

## **VII. CONDUCT AND PERFORMANCE**

### **Conduct:**

Cybertech expects all employees to demonstrate the highest degree of integrity, responsibility, and professionalism at all times. Acceptable conduct involves not only sincere respect for the rights and feelings of others, but also the assurance that personal conduct in both business and personal life avoids any actions that might be harmful to the employee, other employees, and the company or could cause unfavorable reactions from

our current or potential Clients.

- A. All employees must carry their driver's license, identification badge or other acceptable picture ID and present it, if requested.
- B. The employee must project appropriate professional behavior and refrain from discussing with Clients information regarding personal life, such as relationships or medical and financial information. Such disclosures may make the Client uncomfortable, and therefore jeopardize the job of the employee. In the event that the employee feels that a personal issue may impact their ability to perform the duties of the job, please call your Cybertech Recruiter before having any conversation with the client on the topic.
- C. Discussion with the client of issues relating to other Cybertech employees is prohibited. These matters should be discussed only with appropriate Cybertech personnel.
- D. During working hours, Cybertech employees:
  - 1. Abstain from using profane or obscene language
  - 2. Refrain from tobacco use, such as smoking or chew
  - 3. Project a courteous and considerate attitude toward others
  - 4. Remain awake and alert at all times
  - 5. Maintain calm and reassuring behavior in all situations
  - 6. Seek clarification of assignments as necessary
  - 7. Seek assistance when unable to complete assignments
  - 8. Complete assignments in a satisfactory manner

**Grounds for Immediate Termination:**

Behavior that may result in termination without notice includes, but is not limited to, the following list of items.

- A. Falsification of a timesheet
- B. Absence without supervisory notification
- C. Theft, fraud, or commission of any other crime
- D. The conviction of felonies or certain misdemeanors and/or the failure to disclose said conviction(s) to Cybertech management
- E. Non-disclosure of previous or current warrants for arrest, including those in effect during the course of employment by Cybertech
- F. Receiving or soliciting any gifts or gratuities of value more than \$50
- G. Possessing, drinking, or being under the influence of liquor, controlled substances, or drugs
- H. Insubordination, including the willful refusal to perform work assigned
- I. Failure to remain awake and alert; negligence
- J. Willful or reckless damage to Client property or the property of others

- K. Fighting and other forms of disorderly conduct, including threatening or intimidating behavior (harassment)

**Performance Review:**

Each employee may be periodically evaluated for performance by the appropriate Cybertech supervisor. The results shall be documented, discussed with the employee, and placed in the employee's personnel file.

**VIII. MISCELLANEOUS**

**Equal Employment Opportunity:**

In all matters involving employees or applicants for employment, it is the company's policy that the right of employment is based solely on ability, experience, and need without regard to race, color, religion, age, sex or national origin.

**Employment at Will:**

Every employee's relationship with the company is an "employment at will" association. This means that either the employee or the company may terminate employment at any time and for any reason. By written corporate resolution, only the Board of Directors of the company has the authority to create an employment relationship apart from the existing "employment at will" bond.

**Harassment:**

Harassment of any employee is prohibited. If an employee feels subjected to sexual, racial, or other harassment or discrimination of any kind, the employee is required to report it to their Cybertech Recruiter and to Cybertech management immediately.

**Arbitration:**

Employee agrees, in partial consideration of employment, to file a demand for arbitration to resolve any disputes arising from employment. Employee agrees to file such demand within six (6) months after the claim arises or within the applicable statutory limitation period(s) provided by law, whichever occurs first. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH ANY ASPECT OF EMPLOYMENT OR ANY TERMINATION THEREOF (INCLUDING BY WAY OF EXAMPLE BUT NOT LIMITATION, DISPUTES CONCERNING ALLEGED CIVIL RIGHTS VIOLATIONS, EMPLOYMENT

DISCRIMINATION OF ANY KIND INCLUDING ON THE BASIS OF ANY PROTECTED CATEGORY UNDER FEDERAL OR STATE LAW, RETALIATION, WRONGFUL DISCHARGE, ENTITLEMENT TO OVERTIME PAY, SEXUAL HARASSMENT, BREACH OF EXPRESSED OR IMPLIED CONTRACT OR TORT), SHALL BE EXCLUSIVELY SUBJECT TO BINDING ARBITRATION UNDER THE NATIONAL RULES FOR THE RESOLUTION OF EMPLOYMENT DISPUTE OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), provided all substantive rights and remedies including any applicable damages provided under pertinent statute(s) related to such claims, the right to representation by counsel, a neutral arbitrator, a reasonable opportunity for discovery, a fair arbitral hearing, a written arbitral award containing findings of facts and conclusions of law, and any other provisions required by law, shall be available in the AAA forum. Any decision of the Arbitrator shall be final and binding as to both parties, and enforceable by any court of competent jurisdiction. Nothing contained herein shall prohibit employee from filing any claims or charges with any appropriate government agency. FURTHER, AS AN EMPLOYEE OF THIS COMPANY THE EMPLOYEE UNDERSTANDS THAT THE EMPLOYEE WAIVES ANY RIGHT TO ADJUDICATE CLAIMS AGAINST THE COMPANY IN COURT AND WAIVES A JURY TRIAL, AND INSTEAD THE EMPLOYEE MUST ARBITRATE ANY SUCH CLAIMS.

**Amendments:**

This document, the Cybertech Employee Handbook, is subject to change at any time without notice. Only the Board of Directors has the authority to make changes to the policies and procedures set forth in this document.