

# Employee Handbook

January 2020

# Virtual Assist USA



[www.VirtualAssistUSA.com](http://www.VirtualAssistUSA.com)



# **VIRTUAL ASSIST USA**

## **TEAM MEMBER HANDBOOK**

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## 1.0 Welcome

### 1.1 Welcome

Welcome!

I am so excited to welcome you and look forward to your success as part of the team. I opened the virtual doors of Virtual Assist USA in 2008 from a tiny apartment dining room table with a hope of serving clients by growing relationships and nurturing partnerships. Over the years, we've grown exponentially and are consistently the top ranked and reviewed Virtual Assistant company in the country. **You are now an important part of that.**

We bring those on board who are obsessed over making the customer experience perfect, who love the challenge of converting clients into raving fans, who love creating and using procedures, who are excited to get their hands dirty and who are enthusiastic. We're so glad that's you.


This handbook is designed to acquaint you with Virtual Assist USA, provide you with information about policies and the overall operations of Virtual Assist USA and ultimately talk about our number one goal: stellar extraordinary service.

When I started in 2008, I hoped to create a place where incredibly talented individuals are empowered to put their best work into the hands of hundreds of clients. This employee manual will serve as an abbreviated capsulation of our guiding principles and policies.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook. We reserve the right to interpret, modify, or supplement the provisions of this handbook at any time and will let you know in writing of any changes. Please understand that no employee handbook can address every situation in the workplace. Although the Policies in this manual are important, it's really your ideas, talent, and energy that will keep Virtual Assist USA shining in the years ahead.

We wish you success in your employment here at VIRTUAL ASSIST USA!

All the best,



Danielle Cuomo, President  
VIRTUAL ASSIST USA

## **1.2 At-Will Employment**

Your employment with Virtual Assist USA is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave Virtual Assist USA at any time, with or without notice and with or without cause.

Nothing in this employee handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or of any other guarantee of continued benefits or employment. Only Danielle Cuomo, Owner has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Owner.

## **2.0 Introductory Language and Policies**

### **2.1 About Virtual Assist USA**

Virtual Assist USA, an all-American team of Virtual Assistants, provides all the benefits of an in-house staff and support team, without the costs on that an employee requires. Our clients receive immediate access to our 100s of services including: Administrative, Marketing, Web and Graphic Design, Social Media, Public Relations, Search Engine Optimization and more. Our complete Services list can be found here: <http://virtualassistusa.com/virtual-assistant-services/>

10 years ago, assistants were a luxury available only to senior executives. Today's technological advances allow every entrepreneur, business owner and manager to hire their own, personal virtual assistant. Our elite, skilled, right-hand business support at Virtual Assist USA enable our clients to accomplish a wide variety of tasks that would typically require an entire staff of employees, office space, expensive equipment, training periods, and substantial time and money invested. No other service offers this level of expert, convenient and affordable support.

Now that you know about the ordinary VA, we can tell you how Virtual Assist USA takes the ordinary and turns it into the extraordinary. Virtual Assist USA offers unique benefits such as: personal service, fast turnaround, quick ramp-up and precision billing. A Virtual Assistant USA team member will take on the tasks that lock you down, while freeing up your time to do what you love. Our bottom line: We take care of your business as if it were ours.

We've received lots of praise from clients over the years. Follow this link to see just a sampling! <http://virtualassistusa.com/testimonials/>

Virtual Assist USA is an award-winning company including: *Chase Bank Smart Business Award – Innovation, Athena Young Professionals Award, Stiletto Women in Business Award, Web of Trust Award, Pittsburgh’s 50 Finest, Ernst & Young Entrepreneur of the Year Award Finalist and Business Journals Women of Distinction.*

## **2.2 Ethics Code**

Virtual Assist USA will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that employees will not knowingly misrepresent Virtual Assist USA and will not speak on behalf of Virtual Assist USA unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about our Company or operations, or that of our customers or partners, is to be treated with discretion and only be disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

## **2.3 Revisions to Handbook**

This employee handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## **3.0 Hiring and Orientation Policies**

### **3.1 EEO Statement and Non-harassment Policy**

#### **Equal Opportunity Statement**

Our Company is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment

which is free of harassment, discrimination, or retaliation because of age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Virtual Assist USA is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Virtual Assist USA will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of Virtual Assist USA's Equal Employment Opportunity Policy in a confidential manner. Virtual Assist USA will take appropriate corrective action, if and where warranted. Virtual Assist USA prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of Virtual Assist USA's Equal Employment Opportunity Policy.

We are all responsible for upholding Virtual Assist USA's Equal Employment Opportunity Policy and any claimed violations of that policy should be brought to the attention of your manager.

### **Policy Against Workplace Harassment**

Virtual Assist USA has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### **A. Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment are provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations,



photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to Virtual Assist USA or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

## **B. Other Harassment**

Other workplace harassment is often verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on Virtual Assist USA's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

## **Reporting Discrimination and Harassment**

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor.

Virtual Assist USA prohibits retaliation against any employee who, based on a reasonable belief, provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, and discharge. If Virtual Assist USA determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, Virtual Assist USA may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, Virtual Assist USA will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

### **3.2 Disability Accommodation**

Virtual Assist USA complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, Virtual Assist USA will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your (manager, supervisor, etc.). You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, Virtual Assist USA will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by Virtual Assist USA in connection with a request for accommodation will be treated as confidential.

Virtual Assist USA encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, Virtual Assist USA is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on Virtual Assist USA.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Virtual Assist USA will not discriminate or retaliate against employees for requesting an accommodation.

### **3.3 Religious Accommodation**

Virtual Assist USA is dedicated to treating the religious diversity of all our employees equally and with respect. Employees may request an accommodation when their religious beliefs cause a deviation from Virtual Assist USA dress code, schedule, basic job duties, or other aspects of employment. Virtual Assist USA will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that Virtual Assist USA will consider are cost, the effect that an accommodation will have on current

established policies and the burden on operations, including other employees, when determining a reasonable accommodation. At no time will Virtual Assist USA question the validity of a person's belief.

### ***3.4 Conflicts of Interest***

Virtual Assist USA is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. Any actual or potential conflict of interest between an employee of Virtual Assist USA and a competitor, supplier, distributor, or contractor to Virtual Assist USA, must be disclosed by the employee to Danielle Cuomo, Owner. If an actual or potential conflict of interest is determined to exist, Virtual Assist USA will take such steps as it deems necessary to reduce or eliminate this conflict.

### ***3.5 Job Descriptions***

Virtual Assist USA attempts to maintain a job description for each position. If you do not have a copy of a current job description you should request one from your supervisor. Job descriptions prepared by Virtual Assist USA serve as an outline only. Due to the needs of business, you may be required to perform job duties not within your written job description. Furthermore, Virtual Assist USA may have to revise, add to, or delete from your job duties according to company needs. On occasion, Virtual Assist USA may need to revise job descriptions with or without advance notice to the employee.

If you have any questions regarding your job description, or the scope of your duties, please speak with your supervisor.

### ***3.6 New Employees and Introductory Periods***

The first 6-months of your employment is considered an introductory period. During this period, you will become familiar with us and your job responsibilities. During this time, we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with Virtual Assist USA can be shortened or lengthened as deemed appropriate by management. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### ***3.7 Employment Authorization Verification***

New hires will be required to complete Section 1 of federal Form I-9 on the first day of employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third day after starting employment. If you are currently employed and have not complied with this requirement or if your status has changed, inform Danielle Cuomo.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by Virtual Assist USA.

## **4.0 Wage and Hour Policies**

### **4.1 Introduction**

If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, please speak with your supervisor or Human Resources.

### **4.2 Pay Period**

The standard pay period is bi-weekly for all employees. Should any pay period fall on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on paycheck dates. Please inquire of your supervisor if this type of date arises.

### **4.3 Paycheck Deductions**

Virtual Assist USA is required by federal, state, and certain local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, and FICA contributions (Social Security and Medicare) as well as any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. Your deductions will be reflected in your wage statement.

Contact the Payroll Department or Human Resources for any questions about your paycheck.

### **4.4 Direct Deposit**

We encourage all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Danielle Cuomo for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

### **4.5 Recording Time**

Federal and state laws require us to keep accurate records of hours worked by nonexempt (hourly) employees. You should clock in no more than five minutes ahead of time and clock out

no later than five minutes after your quitting time. Every nonexempt employee of Virtual Assist USA is required to enter his or her hours worked accurately, including all lunch periods and any rest periods. It is the employee's responsibility to notify Virtual Assist USA of any pay discrepancies, unrecorded or mis recorded work hours, or any involuntary missed meal or break periods.

All time must be recorded accurately to the minute in Teamwork Project Management using the Time Clock feature and NOT manual time entry.

Each employee is given an expected hour work week, in their offer letter, and whether they are a part-time or full-time employee, at their time of hire. Any changes to their expected hourly work week must be submitted in writing to management and approved. A notification form will be presented to the employee of their new expected hourly time. It is expected that the employee will fall within 5 hours of their expected time per week. If the employee does not have enough client work to fill their week, they are to inform management, so they can be provided with further work to fulfill their week.

#### **Section 4.51 Use of Teamwork**

Virtual Assist USA requires that all employees after the end of each day ensures that all material produced for a client is uploaded into their teamwork files. Notebooks should contain all access passwords and login information for each client. If a client does not want to use teamwork to store passwords and prefers a platform such as last pass, the information for the platform that houses the passwords should be placed in teamwork. This will be monitored by a Virtual Assist USA supervisor and if not updated can result in a written disciplinary action.

#### **4.6 Overtime Authorization for Nonexempt Employees**

If you are a nonexempt employee, you may qualify for overtime pay.

While some of our employees choose to work extra hours when there is a large project or several client deadlines, for the most part, we believe that working overtime for extended periods indicates a fundamental failure in planning or communication. If this happens frequently, it's something that needs to be evaluated and corrected. We desire all of our employees to have a good balance between work and life. If you find yourself working longer hours or generally just feel like the balance is off, please speak to your supervisor.

All overtime must be approved in advance, in writing, by your supervisor.

At certain times, overtime may be unavoidable, and we will ask you to work overtime, we will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible.

Overtime pay of one and one-half an employee's regular rate of pay or average pay rate (if you perform work at different pay rates during the relevant week) is paid for any hours worked in

excess of 40 hours in a work week. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

#### **4.7 Attendance Policy**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor.

#### **4.8 Job Abandonment**

If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, he or she will be considered to have abandoned his or her job and voluntarily resigned from Virtual Assist USA.

#### **4.9 Rest and Meal Periods and labor posters**

Virtual Assist USA requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, please let your supervisor know; in addition, notify your supervisor if you were unable to or prohibited from taking a rest or meal period at the soonest opportunity.

Meal periods should be scheduled to allow for adequate department group coverage. If an employee is required to perform any work duties during lunch, the employee must record the time spent working and will be compensated accordingly.

Time spent working during the meal period will be counted toward a nonexempt employee's total hours worked. It is at the responsibility of the employee to accurately log all meal periods and report their rest breaks to their supervisor.

All employees are entitled to a 15-min paid break for every 4 consecutive hours they work.

If an employee is working an 8-hour consecutive day, the employee is entitled to 30 min paid break, with up to an hour break, with the remaining 30 minutes to be unpaid. The employee is not required to take the full hour break, however, must not work during their paid time.

Any breaks that fall outside these means are considered time off and must be submitted for approval.

Labor posters can be found in our Teamwork Platform.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Performance Improvement**

Virtual Assist USA will make efforts to periodically review your work performance. The performance improvement process will take place on an annual basis, or as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Company pay raises and promotions are based on numerous factors, only one of which is job performance.

### **5.2 Workforce Reductions (Layoffs)**

If necessary, based upon the needs of the business, management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for management and employees alike, and Virtual Assist USA will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

### **5.3 Standards of Conduct**

Virtual Assist USA wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all of our employees, clients, customers, and other stakeholders. Every employee has a shared responsibility toward improving the quality of our work environment. By deciding to work at this Company, you agree to follow the Company's rules.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit the Company's right to discipline or discharge employees for any reason permitted by law. In fact, while we value our employees, the Company retains the right to terminate an employee on an "at-will" basis.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Inaccurate reporting of the hours worked by you or any other employee. Double billing or inaccurate billing of client work. Overbilling of clients for an inappropriate

amount of time. An inappropriate amount of billing time is at the discretion of the client and supervisor.

- Hindering company morale.
- Providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of the Company or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-Company communication or expense records.
- Fighting with, or harassment (as defined in our EEO policies) of, any fellow employee, vendor, or client.
- Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Complaints from clients on work ethic, behavior, accuracy and completion.
- Failure to respond to client emails in an appropriate amount of time.
- Working unauthorized overtime.
- Failure to dress according to Company policy while on a video conference with a client.
- Use of obscene or harassing (as defined by our EEO policies) language in the workplace.
- Outside employment which interferes with your ability to perform your job at this Company.
- Lending passwords to Company property to unauthorized persons.

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

#### **5.4 Disciplinary Process**

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Virtual Assist USA encourages a system of progressive discipline depending on the type of prohibited conduct. However, Virtual Assist USA is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or where the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.



In appropriate circumstances, management will provide the employee first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while Virtual Assist USA is concerned with consistent enforcement of our policies, Virtual Assist USA is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, employees may be disciplined or terminated without any prior warning or procedure. Upon an employee receiving three written warnings, the employee will be terminated.

### **5.5 *Outside Employment***

Virtual Assist USA recognizes that employees may seek additional employment during off hours, but expects, in these cases, that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect the employee's ability to effectively perform his or her duties. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

### **5.6 *Exit Interview***

You may be asked to participate in an exit interview when you leave Virtual Assist USA. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist Virtual Assist USA in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

## 6.0 General Policies

### 6.1 Telecommuting Policy

Telecommuting is the concept of working from home or another location. The employee must inform their supervisors when they are clocking in to work and clocking out of work, recapping their day. The employee must have Teamwork and Teamwork Chat open at all times during their workday.

The employee shall designate a workspace within the remote work location. The employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the employee and equipment. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's manager. Virtual Assist USA assumes no liability for injuries occurring in the employee's home workspace outside the agreed-upon work hours. Virtual Assist USA is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

**Telecommuting is not a substitute for dependent/childcare. Telecommuting will not be available during company core hours to provide dependent/childcare.** It will be the employee's responsibility to determine any income tax implications of maintaining a home office area. Virtual Assist USA will not provide tax guidance, nor will Virtual Assist USA assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Employees must be available by phone and email during core hours.

### 6.2 Bring Your Own Device Policy

Virtual Assist USA requires its employees to utilize their own device. Virtual Assist USA considers this a privilege and reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined in this handbook.

This policy is intended to protect the security and integrity of Virtual Assist USA's data and technology infrastructure. Limited exceptions to the policy may occur due to variations in devices and platforms.

Virtual Assist USA employees must agree to the terms and conditions set forth in this policy in order to be able to connect their devices to the company network.

- The company will reimburse the employee for up to \$50.00 for a new computer, only with written approval by the CEO.

- The company will not reimburse for cellphone or phone charges, are the employee has access to utilizing online platforms for conference calls with clients and team members.
- The company will not reimburse for wifi expenses as the employee is able to work remotely from a library or other location and utilize their wifi.

### **6.3 Voicemail, Email, and Internet Policy**

Employees must only use their branded @virtualassistusa.com email address for any and all communication with clients or otherwise as related to their job position.

This Voicemail/Email/Internet Policy is intended to provide each employee of Virtual Assist USA with the guidelines associated with the use of Virtual Assist USA's voicemail/email/Internet system (the system).

#### **General Provisions**

- The system is to be used for business purposes only.
- The system, and all data transmitted or received through the system, are the exclusive property of Virtual Assist USA. No individual should have any expectation of privacy in any communication over this system. Any individual permitted to have access to Virtual Assist USA's system will be given a voicemail, email and/or Internet address and/or access code, and will have use of the system, consistent with this policy.
- Virtual Assist USA reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that Virtual Assist USA will exercise this right periodically, without prior notice and without the prior consent of the employee.
- Virtual Assist USA's interests in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of Virtual Assist USA's computer system; and/or assisting the employee in the management of electronic data during periods of absence. No individual should interpret the use of password protection as creating a right or expectation of privacy. In order to protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission or storage of data on Virtual Assist USA Voicemail/Email/Internet system.

Any employee who violates the policies in this handbook will be subject to corrective action, up to and including termination of employment. If necessary, Virtual Assist USA will also advise law enforcement officials of any illegal conduct.

## **6.4 Social Media Policy**

At Virtual Assist USA, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to Virtual Assist USA, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for Virtual Assist USA.

### **Guidelines**

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with Virtual Assist USA, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employee of Virtual Assist USA.

### **Know and Follow the Rules**

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be Respectful**

Virtual Assist USA cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or company policy. Your personal posts and social media activity should not reflect upon or refer to Virtual Assist USA.

### **Maintain Accuracy and Confidentiality**

When posting information:

- Maintain the confidentiality of Company trade secrets, intellectual property, and confidential Company-related commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.).
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of Virtual Assist USA.
- Never represent yourself as a spokesperson for Virtual Assist USA. If Virtual Assist USA is a subject of the content you are creating, do not represent yourself as speaking on Virtual Assist USA's behalf. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### **6.5 Employee Suggestions/Open Door Policy**

We welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to Virtual Assist USA.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of Virtual Assist USA.

### **6.6 General Policies: Assistance with Tasks**

Virtual Assist USA requires that all employees speak to a direct supervisor before delegating client tasks to another teammate. While Virtual Assist USA encourages a team environment, it is necessary to speak to your supervisor if assistance is needed on a client's work. It is in the best interest of the team and our clients that this be done. All work that needs assistance will be delegated to a teammate at the discretion of a supervisor. Any work that is delegated without the permission of a direct supervisor will result in a written warning.

### **6.7 Dress Code**

Your personal appearance reflects on the reputation, integrity, and public image of Virtual Assist USA. All employees are required to report to work neatly groomed and dressed professionally. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. Use common sense and good judgment in determining what to wear to work when communicating with team members and clients.

Virtual Assist USA in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the employee. Contact your direct supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## **7.0 Benefits**

### **7.1 Holiday's**

**VIRTUAL ASSIST USA offers the following holidays off each year:**

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Employee's Birthday

When a Company holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, the holiday will be observed as your supervisor determines, on the employee's last day of work before the holiday or the first day of work following the holiday. Part-time employees are expected to have the holiday off, but unpaid.

**Paid holidays only apply to full-time employees past the 6month probationary period.** You must work the day before and the day after a holiday to receive holiday pay, unless the day before or the day after is your normally designated day off, you are on vacation, or you have a doctor's note excusing your absence.

An employee must have satisfactorily completed the introductory period to be eligible for holiday pay. Holiday pay for full-time employees is computed at the straight time rate of eight hours. In no case may an employee receive more than a normal day's wage for any holiday unless they worked that day.

After 6 months' employment a full-time employee becomes entitled to one additional paid holiday called a "floating holiday." Out of respect for other religious holidays that employees may wish to observe or to accommodate an employee with special time off needs, this "floating holiday" policy exists. This policy entitles you to take off one day of your choosing (e.g. Rosh Hashanah, Good Friday, etc.). Floating holidays will not be counted as a vacation or personal day. Due to staffing requirements, please inform your supervisor or manager of your plans as early as possible. In order to properly staff each department, anyone wishing to work on their religious holiday will receive in exchange one "floating holiday" which may be used on another day of your choice.

## **7.2 Paid Time Off (PTO)**

Paid time off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off. We do this because we want our employees to think like owners – consider what's best for yourself and the company.

Employees within the probationary period under 6 months are not entitled to any PTO.

After 6 months *part-time employees* who work under 35 hours per week will be entitled to 2 sick days a year and 2 floating days a year, and paid time will be based on your average time worked per day.

After 6 months, all *full-time employee*, who work over 35 hours per week, will be given unlimited PTO.

Unlimited PTO must follow the guidelines below:

- Unused PTO will not be paid-out vacation time upon termination and cannot be used after notification of leave is given. PTO cannot be used in your last paycheck.
- PTO cannot be taken for longer than 1 consecutive business week.
- PTO cannot be a replacement for a regular scheduled work weekday that effectively adjusts your schedule

- Employee is responsible for all client coverage during their PTO or asking for assistance from management to assign projects during PTO.
- All PTO must be submitted in writing to Danielle Cuomo via the Employee PTO request form, which can be found in Teamwork and the google drive. If you need assistance finding this form, please ask.
- All PTO must be approved by Danielle Cuomo after the request form is submitted
- PTO daily hours will be based on the employees expected hours per week, along with the consideration of their weekly time over the month prior to the PTO.

By providing unlimited PTO, we hope to show that we trust and respect our employees, which in turn strengthens their commitment to Virtual Assist USA.

With unlimited PTO, we do expect that you provide as much advanced notice as realistically possible so that duties can be re-assigned. You will also need to provide how you can be reached in case of an emergency. Management reserves the right to deny any PTO for any reason.

### **7.3 Disability Insurance – New York State Only**

New York is one of a handful of states that require employers to provide disability benefits coverage to employees for an off-the-job injury or illness.

Disability benefits are temporary cash benefits paid to an eligible wage earner, when he/she is disabled by an off the job injury or illness. The Disability Benefits Law (Article 9 of the WCL) provides weekly cash benefits to replace, in part, wages lost due to injuries or illnesses that do not arise out of or in the course of employment (WCL §204). Disability benefits include cash payments only. Medical care is the responsibility of the claimant. It is not paid for by the employer or insurance carrier. Cash benefits are 50 percent of a claimant's average weekly wage, but no more than the maximum benefit allowed, currently \$170 per week (WCL §204).

Benefits are paid for a maximum of 26 weeks of disability during 52 consecutive weeks. For employed workers, there is a 7-day waiting period for which no benefits are paid. An employer must supply a worker who has been disabled more than seven days with a Statement of Rights under the Disability Benefits Law, within five days of learning that the worker is disabled.

Virtual Assist USA collects contributions from New York employees to offset the cost of providing benefits. An employee's contribution is computed at the rate of 0.5% of his/her wages, but no more than .60 cents a week for a total of \$31.20 a year to contribute toward the annual \$200 premium.



## **7.4 Additional Employee Perks**

Virtual Assist USA, in an effort to acknowledge appreciation for employee's contributions offers the following perks after an employee has been employed for the probationary period of 6 months:

- Continuing education reimbursement for job-related training (up to \$1,000 per year. Must be approved in writing by supervisor.)
- Charity donation match: To encourage and support the generosity and community involvement of employees, we provide matching funds to the charitable organizations employees personally support. To maximize the impact of employee charitable giving, Virtual Assist USA dollar for dollar, donations made by eligible donors from their personal funds, up to \$10,000 per year, to the eligible nonprofit organizations of their choice.
- Gym membership reimbursement (up to \$30 per month)
- Ergonomic office supplies equipment reimbursement: Virtual Assist USA will offer up to \$200.00 per employee per year to modify computer workstations according to ergonomic/comfort guidelines. The intent is to provide funding support to promote "comfort at the keyboard". Receipts must be provided to supervisor. This is not in addition to the BYOD policy for computer reimbursement.
- Software updates: As software upgrades and updates become necessary for programs that you use on a regular basis in you work, Virtual Assist USA will cover the cost of these, including but not limited to Microsoft Office Suite, Google Storage, Dropbox, etc. Must be approved in writing by supervisor.

## **7.5 Military Leave (USERRA)**

Virtual Assist USA complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with amendments) and all applicable state law. Documentation of the need for the leave is required to be submitted to Human Resources. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact Human Resources.

## **7.6 Jury Duty Leave**

Virtual Assist USA encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements. You may opt to use PTO in place of unpaid leave.

## **7.7 Voting Leave**

Virtual Assist USA encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours. If the polls are open for at least four consecutive hours before or after the work shift, the employee is deemed to have sufficient time outside of work hours to vote.

If an employee does not have sufficient time before or after work to vote, he or she may take enough time off at the beginning or end of the work shift to vote. Up to two hours' time off for this purpose will be provided without loss of pay.

## **7.8 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' compensation insurance coverage is paid for by the employer and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job, no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

## **7.9 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by Virtual Assist USA and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from Virtual Assist USA.

## **7.10 Paid Family Leave Policy – New York State**

Every employee working full time (20 or more hours per week) in the state of New York is eligible for coverage after 26 weeks of consecutive employment. Part-time employees are eligible after 175 days of employment.

## **What is the benefit?**

The New York PFL benefit for 2018 is set as follows:

- 50% of your average weekly wage, not to exceed 50% of the New York State average weekly wage, for a maximum of 8 weeks

However, the benefit is set to increase each year for the following three years, as follows:

- 2019 55% of average weekly wage for a maximum of 10 weeks
- 2020 60% of average weekly wage for a maximum of 10 weeks
- 2021 67% of average weekly wage for a maximum of 12 weeks

The state has mandated that **all employees will pay for the new coverage through payroll deduction** at a rate of 0.126% of your weekly wages, not to exceed the statewide average weekly wage. As of right now, that average is \$1,306, which means your deduction will not exceed \$1.65 per week. These figures are still being finalized at the state level, so they are subject to change.

### **7.11 Parental Leave**

Virtual Assist USA will provide up to 4 months of unpaid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of unpaid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

Eligible employees must meet the following criteria:

Have been employed with the company for at least 6 months.

Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

Have given birth to a child.

Be a spouse or committed partner of a woman who has given birth to a child.

Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Amount, Time Frame and Duration of unpaid Parental Leave

Eligible employees will receive a maximum of 4 months of unpaid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of unpaid parental leave granted for that event.

## **8.0 Safety and Loss Prevention**

### **8.1 Drug-Free Workplace**

#### **Drug-Free Workplace Act**

Virtual Assist USA must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against employees for violations.
- Distribute a copy of the policy statement to each employee engaged in the performance of a federal grant or contract.
- Notify each employee that compliance with the policy is a condition of employment on such grant or contract and that the employee must abide by the terms of the policy statement. The policy statement includes the requirement that the employee notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on any employee who is so convicted.
- Establish a program of drug-free awareness, informing employees about the organization's policy of maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

#### **Americans with Disabilities Act**

In addition to complying with the federal Drug-Free Workplace Act of 1988, Virtual Assist USA must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

#### **Drug-Free Workplace Policy**

Virtual Assist USA, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all Company work locations is prohibited.
- Any Company employee convicted of a criminal drug statute violation occurring in the workplace must notify his or her supervisor of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, Virtual Assist USA must inform contracting or granting agencies of such convictions within 10 days after receiving notification from the employee or otherwise receiving notice of a conviction.
- Upon receiving such notification, Virtual Assist USA, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected employee to continue employment with Virtual Assist USA, the employee must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

## **8.2 Policy Against Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Virtual Assist USA, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

### **Zero Tolerance Policy**

Virtual Assist USA has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

### **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.

- Violating a restraining order, order of protection, injunction against harassment, or other court order.

## **9.0 Trade Secrets and Inventions**

### ***9.1 Confidentiality and Nondisclosure of Trade Secrets***

As a condition of employment, Company employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential Company-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.). Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from a supervisor. Any employee who has information that leads them to suspect that an employee or competitor is obtaining such information is required to inform their supervisor or Human Resources.

Violation of this policy may result in the discipline or termination of any employee, as well as subject the employee to civil liability.

## **10.0 Customer Relations**

### ***10.1 Services Knowledge***

As an employee of Virtual Assist USA, you are expected to be familiar with the broad list of Virtual Assistant services we offer. Take every opportunity to learn this. We consider our employees to be the best reflection of our business brand and company success.

## 11.0 Acknowledgment of Receipt and Review

### 11.1 Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Virtual Assist USA Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that Virtual Assist USA has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time [with or without notice]. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Danielle Cuomo, President of Virtual Assist USA. I also understand that any delay or failure by Virtual Assist USA to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of Virtual Assist USA or effect the right of Virtual Assist USA to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Virtual Assist USA.

If I have any questions about the content or interpretation of this handbook, I will contact Danielle Cuomo.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_