**Sample Employee Handbook**

**Note to users:**

This document is a template of a comprehensive “Employee Handbook”. Please feel free to make any modifications and customizations to the Handbook in whatever way that suits the specific needs of your organization while ensuring compliance with the labor laws and employment standards and legislation in your country.

The content of this sample employee handbook is provided as an example only. No legal liability or other responsibility is accepted by or on behalf of **ZenHR** for any errors, missing parts, or statements made within this Handbook. **ZenHR** will not be responsible for any loss, damage or inconvenience caused as a result of reliance on such information.

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**[Company Name]** **Employee Handbook**

# **INTRODUCTION**

This “Employee Handbook” is a summary of the guidelines, procedures and practices related to human resource management at [Organization name].

The [Head of HR] is accountable for implementing of the policies outlined hereinafter in this Handbook. Each manager will be responsible for implementing the human resource guidelines within their own teams and should use this manual as a reference to ensure organizational consistency and compliance in the application of these practices.

The [Head of HR] will be available to answer any inquiries or provide clarification on any content in this manual.

The [Organization name]’s benefits package, including Basic Salary, Health Insurance, Social Security plan and Tax Deduction, is coordinated through [Department name]. Questions regarding the benefits package may be directed to the [Head of HR].

# **STATEMENT OF PHILOSOPHY**

[Organization name] wishes to maintain a work environment and culture that fosters personal and professional growth for all of its employees. Maintaining such an environment is the responsibility of every employee. Because of their leadership position and role, managers and heads have the additional responsibility of leading this matter in a manner which creates a culture of respect for each person.

It is the responsibility of all staff to:

* Encourage teamwork, collaboration and communication among each other.
* Treat each other with dignity and respect.
* Promote harmony and cooperation in all relationships.
* Strive for mutual understanding of standards for performance expectations, and communicate common goals routinely to affirm this understanding.
* Seek and accept the opinions of other team members, and welcome their participation in decisions that affect their work.
* Encourage growth and development of employees by helping them achieve their personal goals.
* Avoid workplace conflict, and if it occurs, respond properly and quickly while providing solutions to resolve it.
* Administer all policies in an equal and fair manner, while recognizing that each job role is different and that individual performance should be measured against predetermined standards and KPIs.
* Ensure that each employee has the right to fair treatment.
* Acknowledge that employees may experience crisis in their personal lives and show compassion and understanding.

# **WHO WE ARE**

[Insert paragraph about your organization]

**Vision**

[Insert vision statement here]

**Mission**

[Insert mission statement here]

**Scope**

[Insert statement of scope here]

# **EMPLOYMENT AT [Company Name]**

## Employment Equity

[Company name] is an equal opportunity employer that selects and hires its personnel without any discrimination in regards to race, ancestry, country of origin, color, ethnicity, language, citizenship, religion, gender, age, marital status, physical and/or mental disability or financial ability. While remaining alert and sensitive to the previous statement, [Company name] has a special concern to empower and include the members of three designated groups that have traditionally been disadvantaged in employment: women, visible minorities, and persons with disabilities.

## Recruitment and Selection

All employment opportunities at [Company name] are posted for a minimum 60 working day period. They are posted on [Company name]’s website and on the websites of affiliated recruitment parties including, but not limited to, [Akhtaboot.com]. Occasionally, they are published in the local newspapers. Applications are encouraged from current employees but will be screened in the same manner as external applications.

Applicants are invited to submit their applications, along with an updated version of their CVs, highlighting why they meet the minimum criteria for the position at hand. At the closing date, all applications will be filtered and screened, and candidates selected for the interview will be contacted by phone and through email. If the interview is positive, references will be contacted. Depending on the feedback provided, a position and an offer may be offered to the applicant.

## Favoritism

No candidate shall be hired for a position where they may report to, or supervise a member of their immediate family. Immediate family is defined as: parent(s), sibling(s), spouse, child(ren), father-in-law or mother-in-law. Personal relationships with other employees or members of the [Company name]’s Board of Directors or Committees of [Company name] should be disclosed prior to accepting any offer from the employer. Failure to disclose this information would be considered contradictory to the Code of Ethics policy (Appendix A).

## Orientation

All new employees to [Company name] shall attend an orientation session which entails a detailed overview of the general policies, procedures and department-specific operations. This will also provide new employees an opportunity to get familiar with the performance expectations with regards to the position in question. They will be given a copy of this “Employee Handbook” and will be expected to get familiar with its contents. They will also be familiarized with policies such as, Code of Ethics, and asked to sign off on their adherence to same.

## Employee Classifications

Each position at [Company name] shall be classified as per the Organizational Structure and as determined by the CEO. This decision will be based on the job description, tasks assigned and qualifications required for each position. It should be noted that Management positions are not covered by the Hours of Work and Overtime.

## Employee Job Description

Employee Job Description is attached to the Employment Offer, highlighting a description of the job and the associated responsibilities, along with any additional tasks possibly required. This document will be used to evaluate the performance of the employee both during and after the probation period. If an employee has any questions regarding its contents, they should not hesitate to ask for clarification.

From time to time, it may be necessary to amend an employee’s job description. These amendments will be discussed with the employee in advance however; the final decision on implementation will be made by management.

## Personnel File

[Company name] does collect personal information for inclusion in personnel files. This information is available to the employee, [CEO] and the [Head of HR]. This information is kept in a secure location, and is not to be shared with other employees, members of our Board or with our Investors. Information which is contained in an employee’s personnel file includes the following: CV, letter of offer, performance reviews, amendments to job descriptions, disciplinary notices, tax forms, copies of enrolment forms for benefits and approved leave requests.

## Probation

The first three [3] months of employment are probationary. During this time, the suitability for employment of the new employee will be assessed with the Employer. This also provides management an opportunity to assess skill levels and address areas of potential concern. During the [3] months [90] days of the probationary period, employment may be terminated by either party for any reason whatsoever, with or without cause, and without notice or payment in lieu of notice.

At the completion of the probation period, the employee and employer shall meet and review progress to date. At this time one of three things will happen:

1. Probation will end.
2. Probation may be extended for an additional [3] months.
3. Employment will end.

## Annual Salary

Salaries shall be determined by the [CEO], based on budget considerations and commensurate with the experience of the successful candidate. The organization shall pay employees on a [monthly] basis, less the usual and necessary statutory and other deductions payable in accordance with the Employer’s standard payroll practices. These payroll practices may be changed from time to time at the Employer’s sole discretion. Currently, payday occurs on the last day of every month, unless it was a weekend. In that case it’s the first working day after the weekend.

## Performance Appraisals

Performance reviews, for all employees, will occur near the end of [month], and annually thereafter. Employees should prepare for this meeting by preparing a draft work plan for their KPIs as well as their plan for the coming year. This meeting is to review successes and challenges from the preceding year, and to establish the objectives for the coming year. This would also be the opportunity for either party to identify and recommend professional development opportunities which may assist the employee in their day to day work or to grow within the organization. Once Performance Appraisal is complete, both parties shall sign off on the final document and it shall be added to the employee’s personnel file.

## Professionalism

When representing [Company name], staff should dress and behave appropriately. Employees should choose to dress in a manner which presents a professional image to the public and is respectful of others. Excessive use of profanity is neither respectful nor acceptable and will not be tolerated.

## Discipline

Discipline at [Company name] shall be progressive, depending on the nature of the problem. Its purpose is to identify unsatisfactory performance and / or unacceptable behaviour. The stages may be:

1. Verbal Warning
2. Written Warning
3. Dismissal Warning

Some circumstances may be serious enough that all three steps are not used. Some examples of these types of situations are theft, assault or wilful neglect of duty. In all those cases, documentation should be included in the employees personnel file.

## Working Hours

The regular office hours for [Company name] are [8:30 a.m.] to [5:00 p.m.] Sunday through Thursday (excluding holidays), with core operational hours being [10 a.m.] to [4 p.m.]. During core hours, it is expected that most staff will be available. All employees are expected to work 8 hours per day, which include those hours indicated as core, exclusive of an [Unpaid] eating break of at least [30] minutes. Employees may also be expected to work such other hours as may be requested or required, from time to time. Employees hired on a part time basis will have schedules determined on a case by case basis.

Employees are required to notify their supervisor, in advance, of planned days away from the office. Unplanned absences from the office should be reported to the employee’s supervisor as soon as could reasonably be expected. At the discretion of the [CEO], depending on circumstances, employees may be allowed to work from home for specific periods of time. As a courtesy, the direct manager should also be notified of absences.

## Holidays

[UAE] has a number of public holiday days and other days for which staff will be paid. They are as follows:

## Holidays and Observances in the UAE in 2020

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** |  **Day** |  **Holiday** | **Holiday Type** |
| ***1 Jan*** | Wednesday | New Year's Day | National holiday |
| ***20 Mar*** | Friday | March Equinox | Season |
| ***22 Mar*** | Sunday | Leilat al-Meiraj (The Prophet's Ascension) | Observance |
| ***24 Apr*** | Friday | Ramadan Start | Observance |
| ***22 May*** | Friday | Eid al-Fitr Holiday 1 | National holiday |
| ***23 May*** | Saturday | Eid al-Fitr Holiday 2 | National holiday |
| ***24 May*** | Sunday | Eid al-Fitr | National holiday |
| ***25 May*** | Monday | Eid al-Fitr Holiday 3 | National holiday |
| ***26 May*** | Tuesday | Eid al-Fitr Holiday 4 | National holiday |
| ***21 Jun*** | Sunday | June Solstice | Season |
| ***22 Jul*** | Wednesday | Hajj season begins | Observance |
| ***30 Jul*** | Thursday | Arafat (Hajj) Day | National holiday |
| ***31 Jul*** | Friday | Eid al-Adha (Feast of Sacrifice) | National holiday |
| ***1 Aug*** | Saturday | Eid al-Adha Holiday 1 | National holiday |
| ***2 Aug*** | Sunday | Eid al-Adha Holiday 2 | National holiday |
| ***20 Aug*** | Thursday | Al-Hijra (Islamic New Year) | National holiday |
| ***22 Sep*** | Tuesday | September Equinox | Season |
| ***29 Oct*** | Thursday | Mouloud | Observance |
| ***1 Dec*** | Tuesday | Commemoration Day | National holiday |
| ***2 Dec*** | Wednesday | National Day | National holiday |
| ***3 Dec*** | Thursday | National Day Holiday | National holiday |
| ***21 Dec*** | Monday | December Solstice | Season |
| ***31 Dec*** | Thursday | New Year's Eve | Observance |

***Source:*** <https://www.timeanddate.com/holidays/united-arab-emirates/2020>

***\*Dates may vary.***

## Overtime

All overtime working hours must be authorized by the [CEO] in advance of being worked. Employees will be provided with time off in lieu of overtime pay at straight time for all hours worked between [40] and [48] hours per week. After [48] hours worked in a week, employees shall accumulate time off in lieu of overtime pay at the rate of time and one-half [1.5] hours the regular non-overtime rate of pay.

Time in lieu of overtime pay must be taken in the twelve [12] months following it being earned and it must be scheduled with the agreement of the [Company name] based on its operational requirements.

Business travel for conferences, meetings, etc., which causes an employee to depart or arrive home on a non work day does not constitute overtime. If travel is part of the employee’s job, or could be reasonably expected to occur in the course of performing one’s duties, it is merely an inconvenience. Some travel, which may be exceptional to the employee’s normal duties, may qualify as overtime at the discretion of the [CEO].

Any overtime worked and not taken in lieu will be paid out in the event that the employee leaves [Company name] for any reason.

# **DEPARTURE**

## Termination for Cause

An Employment Contract may be terminated by the Employer at any time for cause, without notice or payment in lieu of notice or severance pay whatsoever, except payment of outstanding wages, overtime and vacation pay to the date of termination. Cause includes, but is not limited to, any act of dishonesty, conflict of interest, breach of confidentiality, harassment, insubordination, or careless, negligent or documented poor work performance.

## Termination without Notice

An Employment Contract may be terminated by the Employer at any time and for any of the reasons without notice, upon the provision of notice or payment of notice instead. If:

1. the employee assumes false identity or submits false certificates or documents with the purpose of acquiring a benefit or causing prejudice to others.
2. the employee fails to fulfill the obligations stipulated in the contract of worker,
3. the employee commits a fault causing the employer considerable material damage, provided that the employer notifies the appropriate bodies of the accident within five days from the date on which he learns of its occurrence.
4. the employee, in spite of receiving two written warnings, fails to observe the internal regulations of the establishment, including safety regulations.
5. the employee is absent from work without good cause for more than twenty days intermittently, during any one year, or for more than ten consecutive days, provided that, prior to the dismissal, written notice is sent to his address by registered mail and published, at least once, in a daily local newspaper.
6. the employee discloses work secrets.
7. a court, in a final judgment, finds the employee guilty of a criminal offense or a misdemeanor involving dishonorable or immoral conduct.
8. the employee is found at work in a manifest state of intoxication or under the influence of any drugs or psycho-tropic substances, or if he has committed, at the workplace, an act violating principles of moral conduct.
9. The employee strikes or insults the employer, the manager in charge, a superior, a fellow worker or any other person in the course or on account of work.

## Resignation

After completion of the first ninety [90] days of the probationary period, employees must give the Employer [1] Month(s) notice of resignation. The Employer may waive the resignation notice period in whole or in part at any time by providing payment of regular wages for the period so waived.

## Employer Property

Upon employment termination regardless of the reason, all company assets of any kind or value including but not limited to computers, reports, work-related files, diskettes, manuals, literature, confidential information, or other materials shall be considered the exclusive property of the Employer at all times, and shall be returned to the [HR department or Direct manager], in a good condition, promptly and without being requested to do so.

# **TIME AWAY FROM WORK**

## Vacation Time and Vacation Pay

Vacation will accumulate on the basis of [1.25] days per month to a maximum of [14] days per calendar year. After completion of Five [5] years of service, employees shall be entitled to twenty [21] days per calendar year.

As vacation is designed to give employees a chance to rest and rejuvenate, therefore taking vacation is encouraged by the employer. For this reason, employees may carry (14) days from one year to the next.

## Sick Leave

Employees will be entitled to [14] days of sick leave per calendar year accumulated on the basis of [1.25] day per month. Moreover, regardless of the amount of sick leave accumulated, sick leave will not be paid out upon resignation, retirement, or termination of employment for any reason. Furthermore, since Sick Leave has no cash value, employees may not use more than specified, without a written permission of the [HR department or Direct manager].

Sick leave can be used for illness, Doctor / hospital appointments, and visits to specialists.

The company reserves the right to request proof of sick leave for absences of [3] days or longer.

## Compassionate Leave

The company will grant its employees up to [5] working days per event on the occasion of a death of an immediate family. Immediate family members are defined as: parent(s), step parent(s), sibling(s), grandparent(s), spouse, child(ren), father-in-law or mother-in-law.

Additional compassionate leave may be granted upon approval of the [HR department or Direct manager] for reasons not covered in this manual. These requests should be discussed on a case by case basis and in person and followed by a written approval.

## Maternity Leave

Maternity Leave according to the [UAE] Labor Law is [90] Days. The full period of the leave is granted with pay. [Company name] will issue a Record of Employment on commencement of leave which allows the employees to make claim for Employment Benefits from Social Security. When the employee returns to work, employment is guaranteed in a similar position at the same salary level. During the full period of leave, vacation and sick leave shall continue to accumulate.

During the period of the leave the employee may retain coverage under the Group Medical, dental and extended Health plans and the full premium costs of all benefits will be paid by [Company name].

## Unpaid Leave

Employees may take unpaid leave with the written consent of the [HR department or Direct manager]. During periods of unpaid leave, medical, dental, life and AD&D coverage shall continue to be paid by the employer, vacation shall continue to accrue and seniority shall be maintained.

# **BENEFITS**

## Health Insurance

[Company name] covers its employees with health insurance provided by [Insurance company name]. These benefits are paid by the employer. After [3] months of employment, employees are enrolled in the plan and may select Single or Family coverage as required.

# **PROFESSIONAL DEVELOPMENT**

At the discretion of the [HR department or Direct manager], employees may be able to attend conferences, courses, seminars and meetings, identified through annual work plans and performance reviews, which may add to the employee’s professional development. If these opportunities are directly related to the employee’s position and career development as approved by the [Direct manager], then [Company name will cover the cost of registration, course materials and travel expenses.

If [Company name] sponsors the fee of a course(s) and the employee departs [The company] within a [year] of completion, the course fees will become repayable in full.

# **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

## Confidential Information

From time to time, employees of [Company name] may come into contact with information that is deemed confidential, including but not limited to information about [Company name]’s employees, suppliers, finances and business plans. Employees are required not to disclosed such information for whatever reason.

Furthermore, any such confidential information, obtained through employment with [Company name] must not be used by an employee for personal gain.

## Intellectual Property

Any intellectual property, such as, business plans, trademarks, copyrights and patents, and any work created by an employee during the course of employment at [Company name] shall be the sole property of [Company name] and the employee is to waive all rights in favour of [Company name]. “Work”, for the purpose of this policy refers to written, creative, media work, presentations.

## IT Information Storage and Security

Any storage devices (CD, USB, and Floppy Discs) used by employees at [Company name], located at [Company name] address are considered the property of [Company name]. Furthermore, it should be understood by employees, that company assets should be used for company business only during normal working hours. Downloading of personal materials on company assets can be harmful to said equipment and should not be done.

# **HEALTH AND SAFETY**

[Company name] along with its employees, must take reasonable precautions to ensure that the workplace is healthy and safe. The organization complies with all requirements for creating a healthy and safe workplace.

Employees who have health and safety concerns or identify potential hazards should contact the [HR department].

Consumption of illegal substances such as alcohol or drugs is not permitted during work hours on the company premises or during work hours outside of the premises.

## Smoke Free Environment

Smoking inside the premises of [Company name] is not permitted at any time. This includes company cars. Smoking is only allowed in its specific area or outside of the [Company name] building.

# **HARRASSMENT**

[Company name] works hard to create a harassment-free environment for its employees. Mutual respect, along with cooperation and understanding, must be the basis of interaction between all staff. [Company name] will neither tolerate nor condone behaviour that is likely to impact the dignity or morale of an individual, or create an intimidating, aggressive or offensive environment.

Harassment can be defined as:

* Any *unwelcome action by any person*, whether verbal or physical, on a single or repeated basis, which humiliates, degrades or makes the other person feel uncomfortable. “Unwelcome”, refers to any action which the harasser knows or ought to reasonably know is not desired by the victim of the harassment.
* *Racial harassment* is defined as any unwelcome comments, racist statements, slurs, jokes, literature or pictures and posters which may intentionally or unintentionally offend another person.
* *Sexual harassment* is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like pictures, physical contact of any kind.

# **WORKPLACE VIOLENCE**

Workplace violence can be defined as a threat or an act of aggression resulting in physical or psychological damage, pain or injury to another employee, during or relevant to the course of work.

Further to the definition of violence, is the definition of abuse. Abuse can be verbal, psychological or sexual in nature. Verbal abuse is the act of using unwelcome, embarrassing, offensive, threatening or degrading comments. Psychological abuse is an act which provokes fear or diminishes a person’s dignity or self-esteem. Finally, sexual abuse is any unwelcome verbal or physical advance or sexually explicit statement.

[Company name] has a zero tolerance policy with regards to harassment and violence. Employees engaging in either harassing or violent activities will be subject to discipline, which may include immediate termination of employment, removal from Boards or committees and possibly criminal charges.

# **DISPUTE RESOLUTION**

Regrettably, conflict can occur in any working place. In an effort to resolve conflict in an fast, yet fair manner, [Company name] recommends the following process for conflict or dispute resolution:

* Speak to the person you are having the dispute with. Many times disputes arise due to miscommunications.
* If speaking to the individual does not resolve the matter, speak to the [Head of HR]. The [Head of HR] will arrange a meeting between those involved in the dispute, to determine a resolution.
* If the [Head of HR] is unable to resolve a workplace dispute, the parties may be referred to mediation by an outside third party. The resolution of the mediator is binding on both parties of the dispute.