



## **Terms and Conditions for Employee Manual Clauses**

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## EMPLOYMENT STATUS/PROBATIONARY PERIOD

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### *Example 1*

#### “Employee” Defined

An employee of [company] is a person who regularly works for [company] on a wage or salary basis. Employees may include exempt, non-exempt, regular full-time, and temporary persons, and others employed with the restaurant who are subject to the control and direction of [company] in the performance of their duties.

1. EXEMPT: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
2. NON-EXEMPT: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.
3. REGULAR FULL-TIME: Employees who have completed the [number of days] probationary period and who are regularly scheduled to work 35 or more hours per week, generally, are eligible for the [company] benefit package, subject to the terms, conditions and limitations of each benefit program.
4. REGULAR PART-TIME: An employee who works less than 35 hours per week is considered a part-time employee. If an employee is a part-time employee, please understand that the employee is not eligible for benefits described in this manual, except as granted on occasion, or to the extent required by provision of state and federal laws.
5. TEMPORARY: Those whose performance are being evaluated to determine whether further employment in a specific position or with the [company] is appropriate or individuals who are hired as interim replacements to assist in the completion of a special occasion or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of the [company’s] benefit programs.

#### Probationary Period for New Employees

A new employee whose performance is being evaluated to determine whether further employment in a specific position with [company] is appropriate, and when an employee completes the probationary period, the employee will be notified of his/her new status with [company].

The probationary period for regular full-time and part-time employees lasts up to [number] days from date of hire. During this time, employees have the opportunity to evaluate our company as a place of work and management has its first opportunity to evaluate the employee. During this probationary period, both the employee and the company have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a [number of days] review will be given and benefits will begin as appropriate. All employees, regardless of classification or length of service, are expected to meet and maintain the company’s standards for job performance and behavior.

### *Example 2*

#### Introductory Period

All new associates are employed by [company] on an introductory basis. This time is used to allow the employee to become familiar with the company and their new job. It also allows new employees and their supervisors, to determine

how well they perform in a particular job, whether the job for which they were hired for matches their skills, personality and career goals. During this introductory phase, employees will also be introduced to the company's proper procedures. [Company's] introductory employment period lasts [number] days. If you have any questions or concerns during this period, you are urged to discuss them with your supervisor.

During this introductory period, as well as the entire course of your employment, you may be terminated with or without cause, and with or without prior notice. Upon successful completion of this introductory period you will attain "regular" employment status. This should not be interpreted to mean that you have a permanent job. As any employer, [company] retains the right to terminate regular employees with or without cause and with or without notice.

#### Employment Classification Regular Associates

An associate who has accepted employment for an unspecified length of time and who has successfully completed a [number] day introductory period, or longer if extended by the company.

② *Full-time Associate:* an associate who is normally scheduled to work thirty (30) hours or more per week is classified as full-time. A regular full-time associate is eligible for all company sponsored benefits applicable to that individual's position.

② *Part-time Associate:* an associate who is normally scheduled to work less than thirty (30) hours per week is classified as part-time. A regular part-time associate is not eligible for company sponsored benefits unless specifically stated in a written agreement

#### Temporary Associates

An associate who has accepted employment for a specified length of time, not to exceed six (6) months is considered a temporary associate. Temporary associates are not eligible for company sponsored benefits unless specifically stated in a written agreement.

② *Seasonal Associate:* an associate who has accepted employment for a defined "season". A "season" shall have a defined starting date and ending date, and may not be longer than six (6) months in duration.

② *On-Call Associate:* an associate who is not regularly scheduled to work but is called in on an as-needed basis. These associates generally work for a specific period, function, special project, or replace regular associates who are absent.

#### *Example 3*

Employment status is defined as follows:

- ② Full time: associates averaging at least 30 paid hours per week during a calendar quarter.
- ② Part time: associates averaging less than 30 paid hours per week during a calendar quarter. A part time associate can become a full time associate if he/she is promoted, transferred to a full time position.
- ② Temporary: individuals who are hired on a fill-in project basis for a specific responsibility or to help during a specific period of time.
- ② Non-exempt: associates who are covered by the overtime provisions of the federal Fair Labor Standards Act or any applicable state wage or hour laws.

#### *Example 4*

All associates start their employment with an introductory period that is the first [number] days on the job. During this time your performance on the job will be evaluated to determine whether your job placement was appropriate and whether [company's] and your expectations have been met. Should you, during this period, experience any problems with your job or fellow associate feel free to discuss these problems with your supervisor so that a solution can be reached.

#### *Example 5*

### Introductory Period

All new employees are employed in an introductory basis. This introductory period allows both new employees and supervisors to determine how well they perform a certain job, whether the job is suitable for the skills, personality and career goals of the employee. Our introductory period lasts for [number] days. During the introductory period, as well as during the entire course of employment, the employee may be terminated with or without cause and with or without notice. Upon successful completion of the introductory period the employee will attain regular status, not a guarantee of a permanent job.

#### *Example 6*

### Probationary Period

At [company, every new or returning employee is subject to a probationary period. The purpose of this probationary period is to give the new employee's supervisor a period of time in which to orient, train, observe and evaluate the employee's suitability to the job and ability to contribute to the overall objectives of the company. Employment beyond the probationary period is contingent upon a positive review of the employee's performance at the end of the probationary period. Grievance and dispute procedures are not applicable to employees in the probationary period, with exception of an unlawful discrimination case.

In essence, employment of employees during this period may be terminated by either party (employee or employer) without any reason or notification or penalties. The duration of the probationary period for new employees in non-contract position is [number] days. The probationary period for contract employees will be [number] days unless otherwise specified in their contract.

#### *Example 7*

### Employment Status

The following terms will be used to describe the classification for employees and their employment status at [company]:

- i. Exempt: if an employee has a job which meets certain State and Federal exemption tests established by the Fair Labor Standards Act, the employee will be exempt from overtime, minimum wages and record keeping.
- ii. Non-Exempt: if an employee has a job that does not meet the exemption test, the employee will be eligible for overtime pay in accordance to with all State and Federal laws.
- iii. Full Time: employees are expected to work up to 40 hours a week and an average of at least 30 hours per week. The number of hours will fluctuate according to the business volume levels and overtime may be occasionally required of employees.
- iv. Part Time: employees are expected to work up to 30 hours a week. The number of hours will fluctuate according to business volume levels and overtime may be occasionally required of employees.

### Initial Employment Period

Every new employee goes through an initial period of adjustment in order to learn about the company and about his/her job. During this time the employee will have an opportunity to find out if [company] is a good match for his/her expectations. Additionally, this initial employment period gives the employer a reasonable period of time to evaluate the new employee's performance. The initial introductory employment period is [number] days.

During this initial employment period both the employee and [company] have the right to terminate employment without advance notice and without cause. At the same time, successful completion of the introductory period is not a guarantee of continued employment or of any set term of employment. Continued employment is based and subject to the company's needs and discretion, as well as based on employee performance. Both during and after the initial employment period, employment with [company] remains an at-will employment relationship at all times.