**EMPLOYEE CODE OF CONDUCT POLICY**

**PURPOSE**

To maintain a productive, respectful, and ethical workplace, [EMPLOYER'S NAME] has established clear standards of conduct. These guidelines are designed to protect the organization, its clients, and its employees. Actions that disrupt operations, compromise integrity, or violate the law will not be tolerated.

Employees who violate this policy may be subject to corrective or disciplinary action, up to and including termination of employment, depending on the specifics of each case.

This policy complies with all applicable state laws, including those of South Dakota, to ensure fair and lawful workplace practices.

**PROHIBITED CONDUCT**

The following is a non-exhaustive list of behaviors that violate [EMPLOYER'S NAME]’s Code of Conduct:

* Falsifying records or documents.
* Committing fraud or deception.
* Removing company property without prior authorization.
* Stealing or attempting to steal company or employee property.
* Persistent tardiness or absenteeism.
* Poor timekeeping practices.
* Fighting or engaging in physical altercations on company property.
* Being under the influence of alcohol or drugs while on company premises.
* Demonstrating insubordination or refusing reasonable instructions from supervisors.
* Misusing company time, property, or resources without authorization.
* Gambling on company premises.
* Sleeping during work hours.
* Using offensive or inappropriate language in the workplace.
* Bringing unauthorized weapons or dangerous items onto company property.
* Leaving work without proper authorization during scheduled hours.
* Vandalizing or damaging company property.
* Participating in criminal activity.
* Violating company policies or procedures.
* Neglecting assigned duties or responsibilities.
* Engaging in actions that damage the organization’s reputation.

**DECISION-MAKING FACTORS**

When determining the appropriate corrective or disciplinary action, [EMPLOYER'S NAME] may consider:

* The severity of the misconduct.
* The employee's job performance and work history.
* Prior violations of company rules or policies.
* Any other relevant circumstances.
* Supervisors and management retain the discretion to determine whether counseling, warnings, suspension, or termination is appropriate in each situation.

For questions regarding this policy, employees are encouraged to contact their supervisor or the [DEPARTMENT NAME] Department.

**APPLICABILITY TO A COLLECTIVE BARGAINING AGREEMENT**

The employment guidelines outlined in this policy are intended to operate alongside and do not replace, modify, or supplement any terms or conditions established in a collective bargaining agreement between [EMPLOYER'S NAME] and a union.

Employees are encouraged to review the specific terms of their collective bargaining agreement to understand how it applies to their employment. In cases where the provisions of this policy conflict with the terms stated in the applicable collective bargaining agreement, the collective bargaining agreement will take precedence and govern.

[EMPLOYER'S NAME] is committed to ensuring that all policies comply with the rights and agreements established under collective bargaining agreements.

**ACTIVITIES NOT COVERED BY THIS POLICY**

This policy is not designed to restrict or discourage employees from engaging in legally protected activities, including those safeguarded under state or federal law, such as the National Labor Relations Act. Examples of protected activities include:

* Discussing wages, benefits, or terms and conditions of employment.
* Forming, joining, or supporting labor unions.
* Bargaining collectively through chosen representatives.
* Raising complaints about workplace conditions for mutual aid or protection.
* Participating in activities required by law.

[EMPLOYER'S NAME] supports employees' rights to engage in these legally protected activities without fear of retaliation or restriction.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date