



# Employee Handbook

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MINDLINK RESOURCES, LLC

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# Welcome to Mindlink

## Introduction

This Employee Handbook is a compilation of personnel policies, practices and procedures currently in effect at Mindlink Resources, LLC

The Handbook is designed to introduce you to our company, familiarize you with company policies, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract. Like most American companies, Mindlink Resources, LLC does not offer individual employees formal employment contracts with the Company. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time.

The Company reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

As a virtual company, we operate in numerous states within the United States as well as in other countries. State, local, and federal employment laws change with some frequency, either as a result of a judicial decision or new legislation or regulations. Although we seek to monitor the laws in all states where we have employees, our Handbook may not always reflect the very latest requirements. We are, of course, committed to complying with all applicable laws. If you have specific questions, please contact HR.

## Working at Mindlink

All positions at Mindlink are considered non-exempt, part-time, per diem. This means employees are scheduled as needed and there are no guarantee of hours.

The following are job descriptions for the basic positions:

### The Mindlink Team

#### Account/Marketing Manager

- Provide quotes.
- Ensure customer satisfaction
- Ensure proper client billing
- Updates to social media
- Manage advertising campaigns
- Complete RFP's

- Client site visits
- Assist Production team in ensuring deliverables are met for clients.

## Product Manager

- Work with developers on technical needs
- Provide QA for deployment updates
- Manage company websites
- Create Training and Documentation for systems
- Provide reports and analytics from systems as requested
- Provide Technical Support for systems

## Admin/Accounting Specialist

- Accounts Payable
- Accounts Receivable
- Order supplies

## Recruiting/HR Specialist

- Work with team to understand recruiting priorities
- Post job openings to website
- Phone screen candidates
- Onboarding of new hires
- Negotiate rates

## Project Coordinators

- Work with clients to understand project requirements
- Create instructions for projects
- Assign products to production team
- Provide support to team for accurate project deliveries
- Approve invoices and time sheets of production team
- Provide feedback to production team

## Core Language Manager

- Works approximately more than 20 hrs per month
- Primary resource for projects
- Works independently to ensure project delivery
- Coordinates with back up, as needed
- Understand and uses required tools effectively

## Flex Production Team

- Works more than 5 hrs per month
- Provides back up support for core language manager

## Equal Employment Opportunity

Mindlink is an Equal Opportunity Employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex, national origin, sexual orientation, age, marital status, disability or any other status protected under applicable Federal, State or Local law. Our policy reflects and affirms the Company's commitment to the principles of fair employment and the elimination of all discriminatory practices.

## Scheduling

The following process will be utilized for scheduling assignments:

1. Projects created in LinguistLink by project coordinators
2. Linguist accepts assignment
3. Project coordinator provides final confirmation
4. Once project is accepted, linguist is responsible for filling the assignment. If Linguist becomes unavailable, they must work with the recruiter/coordinator to find a back up for the job.

For more information on how to use LinguistLink, [click here](#).

## Your Employment Relationship with Mindlink

Employment with Mindlink is "at will," meaning that you or the Company may end your employment at any time for any lawful reason.

### Immigration Law Applicable to All Employees

Mindlink complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the Company is required by law to terminate your employment.

## Compensation

### Payroll

- Payments are sent every other Friday using the Intuit payroll system.
- Payments are made via direct deposit
- Invoices/Time Sheets must be approved by the Project Coordinator
- Payments will be scheduled to be paid within 2 weeks from the approval

For more information on how to submit invoices, [click here](#).

## Overtime

If the Company requires that you work overtime (more than 40 hours in one week), we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your Manager. Employees who work more than 40 hours in one week are entitled to one and one-half their base rate of pay for each hour of overtime worked.

## Workplace Harassment

The Company is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the Company has adopted a policy of "zero tolerance" with regard to employee harassment. Harassment of any other person, including, without limitation, fellow employees, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination.

## Reasonable Accommodation

Qualified applicants or employees who are disabled should request reasonable accommodation from the Company in order to allow them to perform a particular job. If you are disabled and you wish such reasonable accommodation, contact the HR Specialist.

## Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the Company's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. Most, if not all states now have similar statutes prohibiting discrimination against the disabled. As a matter of company policy, the Company prohibits discrimination of any kind against people with disabilities.

## Sexual Harassment

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. It is defined as any unwelcome sexual advance, request for sexual favor(s), or other verbal or physical conduct of a sexual nature when (1) submission to the conduct is made either explicitly or implicitly a term or condition of an employee's employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. Reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be investigated and resolved appropriately.

Employees who believe they have been sexually harassed, regardless of whether the offensive act was committed by a Manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor or the Human Resources Department. If the employee's immediate supervisor is involved in the

incident, the employee should report the incident to the Human Resources Department. Every claim of sexual harassment will be treated seriously, no matter how trivial it may appear. All complaints of sexual harassment or other inappropriate sexual conduct will be promptly and thoroughly investigated by the Company.

## Time Off

All core team members should request time off from their supervisor. Please provide as much notice as possible so a back up can be arranged.

## Benefits

### Sick Leave Policy

This policy only applies to employees who work and/or live in the City of Portland in Oregon. After meeting the time period as described in this Policy, eligible employees may use accrued and unused Sick Time during qualifying absences up to the maximum hours in a year allowed by this Policy.

## ACCRUAL OF SICK TIME

### 1. Start of Accrual

Employees began to accrue Sick Time on January 1, 2015, or at the commencement of their employment if they are hired after January 1, 2015.

### 2. Rate of Sick Time Accrual

Employees can accrue one hour of paid Sick Time for every thirty (30) hours of work performed.

### 3. Maximum Accrual of Sick Time

Employees may accrue a maximum of forty (40) hours of Sick Time in a Year.

### 4. Carryover of Accrued and Unused Sick Time

Employees may carry over up to forty (40) hours of unused Sick Time to the following Year. An Employee may use only forty (40) hours of Sick Time per Year regardless of how many hours of unused Sick Time the Employee carries over from the previous Year.

## QUALIFYING ABSENCES

### 1. Diagnosis, Care, or Treatment

An Employee may use Sick Time for the diagnosis, care, or treatment of the Employee or the Employee's Family Member's mental or physical illness, injury, or health condition, including preventive medical care. For example, Sick Time may be used for pre-natal visits and routine medical and dental visits.

- a) "Family Member" means the spouse or domestic partner of an Employee, the biological, adoptive, or foster parent or child of the Employee, the grandparent or grandchild of the Employee, a parent-in-law of the Employee, or a person with whom the Employee was or is in a relationship of in loco parentis. As used herein:
- b) "Domestic Partner" means an individual joined in a domestic partnership.
- c) "Domestic Partnership" means a civil contract described in ORS 106.300 to 106.340 entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon.

## 2. Domestic Violence, Harassment, Sexual Assault, or Stalking

An Employee may use Sick Time if the Employee needs leave for any of the purposes set out in ORS 659A.272. For example, Sick Time may be taken to seek legal or law enforcement assistance or remedies, medical treatment, counseling, the services of a victim services provider, or to relocate or secure an existing home for the Employee or the Employee's minor child or dependent.

## 3. Work, School, or Child Care Closure

An Employee may use Sick Time if either the Employee's place of business or the Employee's child's school or day care is closed by order of a public official due to a public health emergency.

## 4. Family Member's Health is a Public Health Concern

An Employee may use Sick Time to care for a Family Member whose presence in the community jeopardizes the health of others as determined by a lawful public health authority or by a Health Care Provider.

## 5. Employee Excluded From Workplace for Health Reasons

An Employee may use Sick Time if any law or regulation requires the Employer to exclude the Employee from the workplace for health reasons.

## USE OF SICK TIME

Employees may use Sick Time beginning on the 91st calendar day after the commencement of their employment, so long as the Employee has worked a minimum of 240 hours for the Employer within the City.

An Employee may use accrued Sick Time in increments of one hour to cover all or part of a shift. When using paid Sick Time, an Employee shall be compensated at the same base rate of pay as the Employee would have earned during the time the paid leave is taken.

## Simple IRA

After meeting the requirements as described in this Policy, eligible employees may specify an amount from their paycheck to go into a Simple IRA account.

### ELIGIBILITY FOR SIMPLE IRA

#### 1. Length of Service

Employees are eligible to participate in the Simple IRA after two (2) years of working for the company.

#### 2. Earnings

To qualify, employees must have earned a minimum of five thousand dollars (\$5,000) through the company in the past 2 years and expect to earn at least five thousand dollars (\$5,000) for the upcoming year.

#### 3. Payments to Simple IRA

Payments to the Simple IRA will be made through a salary reduction agreement. Forms should be obtained by contacting [hr@mindlinkresources.com](mailto:hr@mindlinkresources.com)

## Commuter Benefit

All Employees are eligible for the commuter benefit.

The commuter benefit can be used when providing services that require travel to a client site. There are two ways to benefit:

1. Mindlink will reimburse 100% of alternative transportation used.
2. Mindlink provides a tax-free benefit for other travel expenses (mileage)

Here is how it works:

1. Specify a % of your rate that would cover the cost of your travel (i.e. 2%).
2. This amount will be deducted from your check before taxes
3. Submit this form to receive compensation for travel
4. Mindlink will send a check

So, if you make \$100/week, and you specify 2% for travel, here would be the breakdown:

\$100 (Gross Pay) - \$8 (Commuter Benefit)=\$92 (Pre Tax rate)

\$8 goes into your commuter account

Complete the commuter form monthly and get the \$8 back tax free.

## Training Opportunities

If you are interested in formal training opportunities, please submit to your supervisor for approval. The Company will provide ongoing training courses, etc.

## Equipment Credit

For core team members, the Company will provide reimbursement for computer and equipment expenses up to \$250/year. If the employee needs to purchase equipment above this amount (i.e. a new laptop), the equipment will belong to the Company until the reimbursement accrues to cover the cost.

Equipment belonging to the Company must be returned upon termination.

## Miscellaneous

### Leaving the Company

If you leave the Company in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, you may be considered a new employee with respect to vacation time, benefits and seniority.

Leaving the Company If you wish to resign your employment with the Company, you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.