



## EMPLOYEE HANDBOOK

Lux Town Real Estate

A GUIDE FOR OUR EMPLOYEES

### WELCOME ABOARD MESSAGE

It is our privilege to welcome you to Lux Town Real Estate Company.

We wish you every success in your new job, and we hope that you quickly feel at home. This Handbook was developed to describe some of the expectations we have for all of our employees and what you can expect from us. We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Erica Austin, Hiring-Manager





## **ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I acknowledge that I have received a copy of the Handbook (“Handbook”). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the Company.

I also understand that the purpose of this Handbook is to inform me of the Company’s policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Company employee, nor is it intended to create contractual obligations of any kind. I understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

I expressly agree to the provisions of Part 6, Dispute Resolution, of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me, subject to the Company’s right to seek injunctive relief. I agree to first seek to mediate any dispute with the Company with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

### **THE CONTRACTOR:**

By: \_\_\_\_\_

Signature

Markayla Chiles

Printed Name

Its: «Realtor Assistant»

Title or Position



## INTRODUCTION

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at Lux Town Real Estate Company (“Company”).

The Handbook is designed to introduce you to our Company, familiarize you with Company policies, provide general guidelines on work rules, benefits 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 of employment and does not create a contract of employment.** 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 purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at the Company. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to the Human Resources Department.

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.

We operate in numerous states within the United States. 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.



## **PART 1: GENERAL EMPLOYMENT POLICIES AND PRACTICES**

### **Equal Employment Opportunity**

The Company is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms the Company's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Part 2.

### **Employment Relationship with the Company**

Like most American companies, Lux Town Real Estate Company generally does not offer individual employees a formal employment contract with Company. Employment is "at will," meaning that you or the Company may end your employment at any time for any lawful reason.

**This Employee Handbook is not a contract.** It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Handbook obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement that supersedes this document, either you or the Company may terminate the employment relationship at any time. The Handbook does not guarantee any prescribed process for discipline and discharge.

No manager or other representative of the Company, other than the General Manager, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the General Manager and the employee.



## **Recruitment and Hiring**

The Company's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made in the end of your training period which is your probationary period.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our Company.

## **Exempt Employees**

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis at not less than \$455 per week who holds an administrative, professional, or management position. Certain outside sales persons and a few other job categories are also exempt.

## **Non-Exempt Employees**

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) and many hourly employees are generally not exempt from the FLSA's overtime provisions.

## **Full-Time Employees**

Full-time employees are those who are regularly scheduled to work at least 40 hours per week that are not hired on a temporary basis.

## **Part-Time Employees**

Part-time employees are those who are regularly scheduled to work fewer than 40 hours per week that are not hired on a temporary basis. Part-time employees are not eligible for Company paid benefits.



## **Temporary Employees**

Employees hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for Company paid benefits, except as required by law.

## **Orientation and Training**

To help you become familiar with the Company and our way of doing things, the Company will provide an orientation and training session within the first 2 weeks after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

## **Immigration Law Applicable to All Employees**

The Company complies with the Immigration Reform and Control Act of 1986 by employing only U.S. 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.

## **Hours of Work**

40 hours a week. Monday-Friday, 9 -5 PM.

## **Overtime**

Because of the nature of our business, your job may periodically require overtime work. If the Company requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your immediate supervisor or the designated manager.

## **Attendance and Punctuality**

It is important for you to report to work on time and to avoid unnecessary absences. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism



or tardiness may result in disciplinary action, up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

### **Inclement Weather**

The Company is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

In the event that the Company's facilities are closed by the Company or the government, employees will be paid for the day. If the Company's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) personal/sick time, (2) vacation time, or (3) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

### **Dress Code and Public Image**

As an employee of the Company, we expect you to present a clean and professional appearance when you represent us.



## **Personnel Records**

It is important that the Company maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or the Human Resources Department of any change in name, home address, telephone number, immigration status, or any other pertinent information. By promptly notifying the Company of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

## **Performance Reviews, Salary Reviews**

You will have your first performance review at the end of your first month of employment with the Company. Thereafter, performance reviews will normally be conducted annually on or about your anniversary date. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Company, and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the Company at its discretion in consideration of various factors, including your performance review.

## **Smoking**

In compliance with a law and in order to provide a safe and comfortable working environment for all employees, smoking (including the use of electronic smoking devices) is strictly prohibited at all times inside any Company building.

## **Drug-Free Workplace**

The Company takes the problem of drug and alcohol abuse seriously and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. The Company has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.





## **Substance Abuse**

The Company recognizes alcohol and drug abuse as potential health, safety and security problems. The Company expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances.

Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on Company premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or Human Resources for assistance in seeking help to address substance abuse, who can also help you determine coverage available under the Company's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the Company.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.



## PART 2: ANTI-DISCRIMINATION & HARASSMENT

### **Discrimination Is Prohibited**

The Company is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the Company's employees to perform their job duties.

The Company makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or Human Resources. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

### **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 is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes



unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination.

## **Sexual Harassment**

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

## **Supervisors' Responsibilities**

All managers are expected to ensure that the work environment is free from sexual and other harassment. They are responsible for the application and communication of this policy within their work areas. Managers should:

- Encourage employees to report any violations of this policy *before* the harassment becomes severe or pervasive.
- Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

## **Procedures for Reporting and Investigating Harassment**

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor, designated manager, or Human Resources. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Human Resources Department. The Company takes claims of harassment seriously, no



matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the Company.

The Company prohibits retaliation against any employee who files or pursues a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate, or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances.

Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP).

### **Penalties for Violation of Anti-Harassment Policy**

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action (such as, for example, suspension), as the Company deems appropriate under the circumstances and in accordance with applicable law.



## **PART 3: COMPENSATION**

### **Payroll Practices**

If the regularly scheduled payroll date falls on a Saturday, the Company will attempt to deliver paychecks on Friday. If the regular payday falls on a Sunday, employees will be paid on Monday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

### **Salary Deductions and Withholding**

The Company will withhold the following from your paycheck:

### **Taxes**

Federal, state and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

### **Insurance**

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

### **Direct Deposit**

You may have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by your immediate supervisor, designated manager, once you complete your 1<sup>st</sup> task.



## **PART 4: BENEFITS**

### **General**

This section describes the benefits provided by the Company and information on your eligibility for benefits. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents, which are available for your review in the Human Resources Department.

Full-time employees are eligible to participate in the various insurance programs offered by the Company on their first day of employment. Periodically there will be an Open Enrollment period (described below). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

### **Medical Insurance**

The Company offers medical insurance to all full-time employees. Employees may choose from several plans. Details of the plans may be found in the benefit booklets. This Handbook does not constitute such a legal document. The Company offers medical and dental coverage for eligible employees and their eligible dependents. These programs are administered by a major medical insurance carrier or health maintenance organization (HMO). An employee contribution for coverage will be deducted from your salary based on your benefit selections. Your Summary Plan Description (SPD) contains more details about these plans. For more details, please refer to the specific SPD that governs each of the plans. In the event of any conflict between the information contained in this Handbook and in the Company's SPDs, the SPDs shall govern. These plans are subject to change at the Company's discretion. Additionally, the amount that you may be required to contribute towards the premiums for any of these plans may be changed at the Company's discretion.

### **Employee Contributions**

The Company's benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the Company. Your contributory cost is deducted from your paycheck.



## **Open Enrollment**

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment.

The Open Enrollment period allows employees to add to or change their benefits coverage. Applications for medical, dental, short-term disability (STD), long-term disability (LTD), life insurance and supplemental life insurance may be submitted during this period. Changes, additions and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you generally cannot change that selection until the next Open Enrollment period (except in the case of certain life events; see Special Enrollment).

## **Special Enrollment**

Special enrollment allows individuals who previously declined coverage to enroll in the plan upon loss of eligibility for other coverage and upon certain life events, such as marriage and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of the loss of coverage or life event triggering the special enrollment. For specific details regarding special enrollment, please refer to your Summary Plan Description.

## **Continuation of Health Coverage**

Federal law generally requires employers with 20 or more employees to give employees, spouses and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other life events.

Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated.



## **Dental Insurance**

The Company offers a dental plan for eligible employees. Please refer to the dental Summary Plan Description for an explanation of the plan benefits and limitations.

## **Short-Term Disability Plan (STD)**

A short-term disability plan is provided for eligible full-time employees. Please refer to the STD Summary Plan Description for an explanation of the plan benefits and limitations.

## **Long-Term Disability Plan (LTD)**

Long-term disability coverage is a voluntary benefit that may be made available to employees. This benefit would pay a portion of your regular salary for an extended period of time. LTD is employee-specific. If you elect this type of coverage, please refer to the LTD Summary Plan Description for an explanation of the plan benefits and limitations.

## **Life Insurance**

Full-time employees are eligible for and are automatically enrolled in a group term life insurance program. Enrollees may designate or change the beneficiary for this policy at any time. The Company pays the premium for this program. The face value of this benefit is equal to one times the employee's annual salary. For details, please refer to the plan SPD.

## **Supplemental Life Insurance**

Full-time employees are eligible to purchase supplemental life insurance for themselves at group rates. Supplemental life insurance is a voluntary benefit and is employee-specific.

Enrollees should refer to the plan SPD for eligibility requirements, plan limitations, and additional information.



## **Workers' Compensation Insurance**

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the Company and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager and the Human Resources Department. This ensures that the Company can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits.

Questions regarding workers' compensation insurance should be directed to the Human Resources Department.

## **Travel**

Details of the Company's Travel and Expense Reimbursement Policy are contained in the appendix to this Handbook.



## **PART 5: HOLIDAYS, VACATION AND OTHER LEAVE**

### **Religious Observance**

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. The Company respects your religious beliefs, however, and therefore, will provide three (3) days of paid leave to employees who, for religious reasons, must be away from the office on days of normal operation. Employees who require additional time off may use vacation and/or personal days. This leave must be requested through the department manager two weeks prior to the event.

### **Vacation**

The Company recognizes the importance of vacation time in providing rest, recreation and personal enrichment. Vacations are established on a calendar-year basis.

Part-time employees earn vacation on a pro-rata basis. For example, an employee who works 30 hours per week will earn  $\frac{3}{4}$  of the amount of vacation a full-time employee earns, while an employee working one-half time earns one-half the vacation of a full-time employee.

### **Procedure**

You should submit requests for vacation time to your supervisor as soon as you know when you wish to schedule your vacation, but in no event less than two weeks prior to the time requested. Vacation requests are approved by your immediate supervisor. Vacation time is coordinated so that sufficient staff is available to provide adequate coverage at all times, and there may be Company-wide or department-specific "blackout dates," as necessary. Vacation requests are granted on a first-come, first-served basis. In the event of a conflict in vacation requests, your supervisor will consider the Company's staffing needs during the relevant period, as well as the length of service with the Company of the employees involved.



## **Personal Leave**

Personal leave may be used for the following:

- Medical and dental appointments for yourself or family members;
- Your personal illness, or that of a member of your family; or
- Personal business that cannot be tended to outside of work hours, e.g., a house closing.

You are not required to give any specific reason for using your personal/sick time. However, when you do take personal/sick time you should give your immediate supervisor as much advance notice as possible.

You will accrue four (4) hours of personal leave each month, up to a total of [six (6) days] per 12-month period. You may carry over personal leave from year to year and accumulate a maximum of 480 hours of leave for full-time employees and 240 hours for part-time employees.

## **Holiday Pay**

Employees are entitled to the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

## **Notification Procedures**

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor. When absence is due to illness, the Company reserves the right to require appropriate medical documentation. Such documentation includes the employee's name, the date and time the employee was seen, and if applicable, a specific instruction regarding the employee's incapacity to perform his or her job. Excessive absenteeism or tardiness can result in discipline, up to and including discharge. (Also see the section on Family & Medical Leave for extended leave situations.)



If you are absent because of an accident or you are absent for longer than seven (7) days due to illness, compensation is paid under the benefits of the Company's short-term disability plan, provided you are eligible for and participate in that plan.

### **Military Service Leave**

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Servicemembers must provide advance written or verbal notice to the Company for all military duty, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued vacation or personal leave while performing military duty.

### **Family and Medical Leave**

The federal Family and Medical Leave Act (FMLA) allows certain employees to take up to 12 weeks of unpaid leave per year for the serious health condition of the employee or an immediate family member, or for childbirth or adoption. An employee who assumes the role of caring for a child is also entitled to receive parental rights to family leave, regardless of the legal or biological relationship. Either day-to-day care or financial support may establish a parental relationship when the employee intends to assume the responsibilities of a parent with regard to a child. The Human Resources Department will guide you in completing appropriate forms for the leave. Any paid leave that you have accrued may be counted as part of your FMLA leave.

To take FMLA leave, you must provide the Company with appropriate notice. If you know in advance that you will need FMLA leave, you must notify your supervisor or the HR Department at least 30 days in advance. If you learn of your need for leave less than 30 days in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next work day). When you need FMLA leave unexpectedly (for example, if a family member is injured in an accident), you must inform your supervisor or the HR Department as soon as you can.



## **Military Caregiver Leave**

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, National Guard or Reserves or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a 12- month period to care for the injured or ill servicemember or veteran. A “serious illness or injury” is generally an injury or illness incurred by the covered servicemember in the line of duty on active duty (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty) that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period an

employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, you must give the Company at least 30 days’ notice before the commencement of any military caregiver leave.

## **Qualifying (Military) Exigency Leave**

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee’s spouse, son, daughter, or parent is on (or has been notified of an impending call to) “covered active duty” in the Armed Forces. (“Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. “Covered active duty” for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as child care or financial and legal arrangements necessitated by the deployment of the family member.



## **PART 6: MISCELLANEOUS**

### **Leaving the Company**

If you wish to resign your employment with the Company, we request that you 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. You will be paid for accrued but unused vacation time as part of your last paycheck. The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to return parking passes, keys and other property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible. If you leave the Company in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, the Company may consider you to be a new employee with respect to vacation time, benefits and seniority.

### **Dispute Resolution**

In a perfect world, every employment relationship would be smooth and harmonious. However, there are, unfortunately, times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or on other matters. All employees of the Company agree to first seek to mediate any dispute with the Company with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, both the Company and the employee agree to submit their dispute to arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association or such other organization as is acceptable to both parties. The cost of the arbitrator will be split between the Company and the employee. Each party will be responsible for its own attorney or other related fees. Both the Company and the employee acknowledge that by agreeing to arbitrate, each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding. However, either party may seek to have a court of competent jurisdiction enforce an arbitration award. In addition, the Company retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to the Company.