

# V.I.P. Mortgage, Inc.

## Employee Handbook



10/14/2021

# **ABOUT THIS HANDBOOK/DISCLAIMER**

The contents of this handbook DO NOT constitute the terms of a contract of employment. Nothing contained in this handbook should be construed as a guarantee of continued employment with VIP Mortgage, Inc. (hereinafter referred to as "Company"). The Company strives for all employees to be treated - and to treat one another - with respect. In any instances of misunderstanding, the Company has procedures for arbitration.

Any written or oral statement to the contrary made by a supervisor or manager should not be relied upon by any prospective or existing employee. The only person who has the authority to make an agreement giving an employee the right to continued employment is the President of VIP Mortgage, Inc., and any such agreement must be in writing and signed by the President to be enforceable.

Employment with the Company is on an at-will basis. This means the employment relationship can be terminated by either the employee or the company at any time, with or without notice and with or without cause. Neither the company nor the employee needs a reason to terminate the employment relationship.

This at-will nature of an individual's employment with the Company cannot be changed or modified except by a written document signed by the President of the Company or a person authorized by the President. Any express or implied statements, agreements, or assurances concerning the terms, conditions, or duration of an individual's employment with the Company are not binding upon the Company unless they are in writing and signed by the President of the Company. Supervisors do not have authority to make oral agreements guaranteeing employees' future promotions, pay raises, benefits, reassignments, or transfers. Any such assurances must be in writing and signed by the President to be enforceable.

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## Section 1 - THE LEGAL STUFF

### 1-1. INTRODUCTION

For employees who are commencing employment with V.I.P. Mortgage, Inc. ("V.I.P. Mortgage, Inc." or "the Company"), on behalf of V.I.P. Mortgage, Inc., let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

Our goal is to create a workplace that promotes employee engagement and development. We encourage employees to learn and grow in our business, as we believe employees who are committed to their jobs, and who give their best, will provide an exceptional customer experience that enhances business results. At VIP, we are committed to **helping others achieve more than they ever could alone**. We conduct all our business operations through our core values (HEART):

Heart

Effective urgency

Absolute respect

Rewarding performance

Total integrity

However, this handbook cannot anticipate every situation or answer every question regarding employment. Due to the ever-changing nature of business, the Company reserves the right to amend, supplement, rescind or make exceptions to any provision of this handbook, as the Company deems appropriate in its sole and absolute discretion. It is not an employment contract and is not intended to create contractual obligations of any kind. Please consult management personnel or Human Resources on matters of specific policies.

This Employee Handbook is designed to acquaint you with many of the policies and procedures that affect your employment. One of your first responsibilities at V.I.P. Mortgage, Inc. (hereafter referred to as "the Company") is to become familiar with the contents of this Handbook and to review it with your manager or Human Resources if you have questions.

We are proud to have you as a member of our team!

Jay Barbour, President

### 1-2. TRIAL PERIOD

**The first three months** of employees' employment is an introductory period. This is an opportunity for V.I.P. Mortgage, Inc. to evaluate the employee's performance. It also is an opportunity for employees to decide whether they are happy being employed by the Company. The Company will determine whether the employee has the skills and qualifications needed to succeed and may extend the introductory period if it desires. Completion of the introductory period does not alter the employee's at-will status.



### **1-3. EQUAL EMPLOYMENT OPPORTUNITY**

V.I.P. Mortgage, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. V.I.P. Mortgage, Inc.'s management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

The Company will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Company's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact Human Resources Department to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Company then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The Company will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of The Company's decision regarding the request within a reasonable period. The Company treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Human Resources Department. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact Human Resources Department. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

### **1-4. AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATIONS FOR DISABLED EMPLOYEES**

The company will not discriminate against any employee or qualified job applicant with respect to any terms, privileges, or conditions of employment on the basis of physical or mental disability. The company will also make reasonable accommodations wherever necessary for all employees and applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job, and provided that any accommodations made do not impose an undue hardship to VIP Mortgage. Employees that need accommodation should make it known to the Human Resources department as soon as possible.

## 1-5. IMMIGRATION LAW COMPLIANCE

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three (3) days of employment. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three (3) years, or if their previous I-9 is no longer retained or valid.

The Company, through its Designated Official(s), will also verify the employment eligibility of all individuals hired after January 1, 2008 through the E-Verify Program. Any employee whose authorization to work in the United States is not ultimately verified through that program will be terminated after following the procedures set forth in the E-Verify Memorandum of Understanding.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## 1-6. EMPLOYEE CLASSIFICATIONS

For purposes of this handbook, all V.I.P. Mortgage, Inc. employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.

**Part-Time Employees** - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

**Short-Term Employees** - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term employees generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

## 1-7. BACKGROUND SCREENING

The Company recognizes the importance of maintaining a safe and productive workplace with honest, trustworthy, qualified, reliable, and non-violent employees who do not present a risk of harm to their co-workers or others. For the benefit of all employees and the Company in furthering these interests and enforcing the Company's policies, the Company will perform, or request that third

parties perform "background" checks or other types of investigations. These background checks and investigations may be performed at any time in the Company's sole discretion, including, but not limited to, in connection with your application for employment, or at any time during the course of your employment with the Company, for purposes of evaluation of your suitability for employment, promotion, reassignment, or retention as an employee.

Employees are expected to cooperate fully with this Background Check policy. Such cooperation includes, among other things, providing truthful and complete information in response to inquiries made by the Company or third-party investigations during the course of investigations. Failure to cooperate in these respects, or any attempt to interfere with the Company's implementation of this policy, or the Company's efforts to obtain relevant information, may result in corrective action, up to and including termination of employment.

## **1-8. NON-HARASSMENT**

It is V.I.P. Mortgage, Inc.'s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by V.I.P. Mortgage, Inc.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

## **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Manager. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the Head of Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

## **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

## **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report

unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

## Section 2 - EMPLOYEE RESPONSIBILITIES

### 2-1. EMPLOYEE CODE OF CONDUCT

The Company expects every employee to maintain high standards of personal conduct and responsibility and to promote a feeling of pride in being part of the Company. We have detailed policies in this handbook regarding what we expect of employees and actions that are contrary to these policies could result in immediate termination. Here are a few things that we consider **very egregious** and, not only are they against our policies, but some are also against the law. We have a strict zero tolerance for such behavior. Please consult the relevant policy in its entirety if you need further clarification.

- Possessing, using, distributing, or selling illegal drugs on the property (including the parking lot) or while conducting Company business off the premises.
- Violence or the threat of violence of any sort.
- Stealing from the company, client, or another employee. (Stealing includes anything.)
- Making sexually explicit remarks/gestures/actions or soliciting sex in any way, shape, or form.
- Violating the harassment or discrimination policy in any way, shape, or form.
- Making racially explicit remarks/gestures.
- Falsification of information with the intention to deceive (such as on employment application, your timecard or another employee's timecard, company reports, benefits paperwork, etc.)
- Disorderly, threatening, or intimidating conduct against a guest, another employee, vendor (physical or verbal) - this includes things like yelling, physical threats, verbal threats, physical action.
- Violation of Drug and Alcohol-Free Workplace Policy.
- Gross misconduct of any kind.
- Violation of local, state, or federal laws.
- Possession of weapons or explosives of any kind on Company property or while on Company business.
- Any action or act that results in injury, death, or involves significant risk to an employee, client, or vendor.
- Unauthorized access, use, and/or disclosure of proprietary and/or confidential Company information inclusive of: trade secrets, pricing structure, compensation plans and other confidential information.
- Malicious conduct and/or false accusation to destroy friendly relations between the Company and its employees or between employees themselves. Such behavior disrupts production and/or prevents an employee from performing his or her job.
- Deliberate or careless damage or misuse of the company's property or fellow employee's property.
- Engaging in behavior that is intimidating or threatening, either explicitly or implicitly.
- Use, possession, or sale of any weapon on company premise
- Using or asking others to use company materials, computers, telephones, facilities or labor for personal benefit or gain.
- Sleeping during work time or other misuse of company time.

- Unauthorized absence from an assigned work area.
- Insubordination (refusal or failure to perform work assigned or to comply with the orders and directions of a Supervisor).
- Failure to maintain proper standards of productivity, performance of duties, including failure to provide acceptable levels of customer service.
- Smoking in company buildings or outside areas that have been designated as "no smoking".
- Failure to cooperate with the Company in the investigation of violations of company policies, the employee code of conduct, or similar matters.
- Engaging in activity that is considered a conflict of interest with an employee's current position in the Company.

These points all seem obvious, but they need to be stated as sometimes they do happen. This list is not all-inclusive as there are always other issues that may arise.

We take violation of the law very seriously and prosecute all cases of theft and fraud. If you know of someone who is violating the law in any way, you may speak with your Manager, District Manager or call Human Resources.

## **2-2. TIPPING AND GIFTS**

Satisfying our customers requires teamwork. We are a service-orientated business and tipping often benefits only one employee, thus creating inequities and problems. All employees are expected to give the best possible service to all customers. All customers should receive the same courteous treatment with no exceptions or favoritism. Because accepting tips could lead to the perception of favoritism, it is our policy that tipping is prohibited.

Employees may accept occasional unsolicited courtesy gifts or favors of a nominal value (e.g., business lunches or holiday baskets), as long as the favors or gifts are customary in the industry and do not appear to influence the judgment or conduct of the employee in the Company's business.

## **2-3. PERSONAL APPEARANCE**

As a representative of the company, and the point of contact with our clients, we expect our employees to present themselves in a pleasant, professional, clean, and appropriate way. The personal appearance of an employee is a reflection of the company. Good personal appearance and hygiene go hand-in-hand with excellent customer service. Moderation and good taste in dress and grooming are essential to a good first impression.

Please support the company's organizational success by maintaining an appearance that is appropriate to your business duties and responsibilities. Management, sales personnel, loan officers, and those employees who come in contact with our public, are expected to dress in accepted corporate tradition.

It is the intent of the company to maintain a dress code of casual business wear. Casual business wear is defined as relaxed, professional attire. For example, a casual outfit should be well-matched, free of rips or tears, dirt, wrinkles, and/or frays.

1. Employees must maintain a high standard of personal hygiene and grooming when reporting to work.
2. Should any employee wear or attach anything to their body that management feels are not an appropriate portrayal of the conservative image we wish to project, the employee will be requested to remove and/or cover the item.
3. Consumption of alcoholic beverages, nonprescription drugs, or any illegal activity, including general disruptive behavior, will not be permitted or tolerated while working.
4. The Company reserves in its own discretion the right to determine what is professional and acceptable at work.

## **2-4. YOUR EMPLOYMENT RECORDS**

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by informing Human Resources Department of any changes. Employees also should inform Human Resources Department of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

We are committed to ensuring the privacy of our employees' personal information contained in their file. Should you leave the Company, and you'd like your W-2 to find you, it's important we have an accurate address for you up to one year post-employment.

## **2-5. BULLETIN BOARDS**

Official items posted on the premises of the Company are not to be tampered with in any way. Approval of management must be granted before any personal, political, commercial, or promotional notice or material is posted on the premises.

Employees should routinely review the postings and stay informed and up-to-date on all marketing promotions and/or legal notices.

## **2-6. PERSONAL BELONGINGS**

The Company will not be responsible for any fire, theft, or any other catastrophe relating to the personal property of its employees.

## **2-7. HIRING RELATIVES/EMPLOYEE RELATIONSHIPS**

A large part of our success is due to our friendly, family atmosphere. However, the employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.



Although the company has no policy against the hiring of relatives of existing employees, it is committed to monitoring situations in which relatives work in the same area. Therefore, prior approval from an executive and/or human resources must be obtained before an offer of employment is made to applicants who are relatives of existing employees. This policy is not intended to discriminate against such applicants, but to ensure that situations do not arise that create a conflict of interest in the company. For the purpose of this policy, a relative of an employee is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. It is the intent of the Company to abide by all federal and state-mandated employment statutes and regulations.

## **2-8. COMPANY AND EMPLOYEE CONFIDENTIALITY**

### **Company Confidentiality**

VIP Mortgage, Inc. ("The Company") may provide to employees in the course of their employment confidential and proprietary information and materials ("Confidential Information") of the Company, its affiliates, and other third parties who have furnished such information and materials to the Company under obligations of confidentiality. Confidential Information includes, but is not limited to, any and all:

Disclosure or use any VIP Mortgage confidential information, either during or after employment, which includes all client data. Other confidential information may include, without limitation: customer lists, personnel and payroll records of present and past employees, planned acquisitions, financial records of the Company, records of purchases from vendors and suppliers, advertising plans, supplier list, supplier pricing, marketing strategies, testing data, product/service enhancements, financial matters, software programs/products developed by or for the Company, computer files and any other information regarding the business affairs or operating practices or procedures of the Company.

Confidential Information also includes other trade secrets and valuable, confidential information of the Company, its affiliates, or other third parties, which in many instances may not be identified as confidential or proprietary.

Information may be Confidential information, whether or not it is provided directly to employees, whether or not employees are given access to the Confidential information, and whether or not inadvertently disclosed to employees. Confidential information does not include information this generally known or available to the public or that is not treated as confidential by the Company.

Confidential information, and all documentation and information relating thereto, must be kept strictly confidential by every employee during employment and after separation from employment. Specifically, except as expressly authorized in writing by the Company, each employee will:

- Not disclose confidential information to any third party;
- Not remove confidential information from the Company's premises;
- Return to the Company Confidential information in an employee's possession upon completion of any work for the Company requiring the employee to have access to such Confidential information; and
- Return to the Company all confidential information upon an employee's separation from employment for whatever reason.

## **Employee Confidentiality**

The Company will provide the employee information to outside agencies only upon written authorization of the employee or as provided by law. Human Resources is the only department authorized to disclose information to banks, credit agencies, and other parties requiring employment information. The requesting party will provide you with the appropriate form to give to us authorizing the release of your personal information. Authorization forms may also be obtained through Human Resources.

All requests for employment verification must be received by Human Resources in writing.

The Company protects employees' confidentiality and expects the employees to protect the Company's confidences as well. Supervisors may not give out any information about an employee and must refer all calls seeking such information to Human Resources or the Company President. All personnel records and files maintained by the Company are property of the Company and are confidential. They are not to be copied or disclosed to any party except when authorized by management.

## **2-9. SENSITIVE INFORMATION**

### **Employees are prohibited from:**

- Disclosing or using personally identifiable information for any purposes other than for Company business
- Transferring personally identifiable information to or storing it on any unauthorized device or unauthorized communication service.
- Transferring personally identifiable information to or storing it on any Company device that is not authorized for use with personally identifiable information.
- Sharing with anyone (for example, co-workers, contractors, or third parties) any Company-issued device or unique identifier or access password that might grant the user access to personally identifiable information.
- Engaging in any other practice that jeopardizes the security of personally identifiable information.

### **Examples of inappropriate conduct involving Personally Identifiable Information include, but are not limited to, the following:**

- Providing a co-worker your username and password to a Company computer network containing personally identifiable information.
- Permitting third-party access to a Company computer containing personally identifiable information.
- E-mailing personally identifiable information to your personal e-mail account.
- Copying personally identifiable information to your computer.
- Disclosing a Company customer list containing personally identifiable information to a friend or a Company competitor.

### **In addition, employees are obligated to:**

- Limit access to personally identifiable information to only those Company employees and contractors whose job or work assignment requires such access.
- Use methods authorized by the Company to securely, transmit or distribute personally identifiable information.
- Use appropriate methods to destroy personally identifiable information.
- Observe any additional restrictions that may be implemented by management to protect personally identifiable information.

## **2-10. PERSONALLY IDENTIFIABLE INFORMATION (PII) SECURITY**

In the event an employee becomes aware of any incident that involves or even "might" involve the unauthorized use, transfer, or disclosure of personally identifiable information, such employee is required to report that incident to Company management. Management, in turn, in conjunction with the Company's Security and Legal Advisors, will determine the appropriate steps to take in response to such possible breach of data security to fulfill the purposes of this policy and the requirement of applicable law.

## **2-11. CONFLICT OF INTEREST AND BUSINESS ETHICS**

Employees are expected and required to act in good faith and in the best interest of the Company at all times. Employees shall avoid any actual conflicts of interest and situations that might give rise to the appearance of a conflict of interest or other impropriety (regardless of whether or not a conflict of interest or other impropriety actually exists). Therefore, concurrent employment by a competitor of the Company, while still an active employee of the Company, is prohibited and may result in termination of employment. Conflicts of interest may also arise from associations (e.g. director, employee, agent, independent contractor, or otherwise) with an entity that is a supplier or competitor of the Company, or with which the Company otherwise does business.

Employees shall disclose to the Company any relationship with or interest, whether direct or indirect, in any entity with which the Company has entered into, or is contemplating entering into, a business relationship. Except for instances in which employees are acting in concert with one or more other responsible employees of the Company, employees shall not participate in any negotiations or decisions relating to such potential or existing relationship. Employees are expected to devote that amount of time and attention to the affairs of the Company which is necessary to diligently perform their duties. However, employees shall not be precluded from engaging in such other business activities so long as such activity is not detrimental to the best interest of the Company and does not interfere with an employee's job performance.

## **2-12. PUBLICITY/STATEMENTS TO THE MEDIA**

All media inquiries regarding the position of the Company as to any issues must be referred to the President and/or the Head of Human Resources. Only the President and/or the Head of Human Resources is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the President and/or the Head of Human Resources, are authorized to make those statements on behalf of Company. Any employee wishing to write

and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President and/or the Head of Human Resources.

## **2-13. SOLICITATION AND DISTRIBUTION**

To ensure a proper business environment and to prevent interference with work or inconvenience to others, the Company maintains a non-solicitation policy in the workplace. No vendors, salespersons, or other non-employees are allowed on company premises without proper authorization.

The Company recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. Off-duty employees may not engage in solicitation or distribution of literature in Company buildings or work areas at any time. Distribution of literature is not permitted for any purpose in work areas and can lead to disciplinary action, up to and including termination of employment.

## **2-14. COMPANY PROPERTY**

The assets, equipment, and supplies of the Company should be used in a conscientious, efficient, and prudent manner. Company property is not intended for personal use or benefit. When using company property, employees are expected to exercise care and follow all operating instructions, safety standards, and guidelines. Employees must notify their manager if any equipment appears to be damaged, defective, or in need of repair.

Desks and other storage devices may be provided for the convenience of employees but remain the sole property of the Company. Employees are not permitted to place their own locks on desks, work areas, and storage areas. Employees are required to use their work areas, storage areas, and supplies in compliance with company guidelines and policies. These areas, any personal property in and around them, and any company-owned vehicles may be inspected by a representative of the Company at any time without prior notice and without permission or consent from the employee.

The Company will not be liable for theft, loss, or damage to personal items kept in the employee's work or storage areas or damage to vehicles parked on company lots.

## **2-15. DISHONEST PRACTICES**

The Company will not tolerate dishonest practices. The Company will not tolerate dishonest practices in the forms of theft, fraud, and embezzlement. This includes but is not limited to hours worked, expense reports, deception of numbers, and unlawful taking of Company property, its employees, clients, or suppliers. Disciplinary action will be taken against any offender up to and including termination. Applicable evidence will be turned over to the proper authorities for prosecution under the law. Full restitution will be required. Documentation will be entered into your personnel file.

## **Section 3 - PROBLEM RESOLUTION**

### **3-1. OPEN-DOOR POLICY**

From time to time problems or difficulties may surface at work. The Company has a practice of dealing with such issues before major disruptions occur. If you have a problem, management wants to know about it. Every employee with a complaint should bring it to the immediate attention of his or her Supervisor. If you feel the problem has not been resolved, you are encouraged to bring your complaint or grievance to the HR Department or the President.

Please promptly report any complaint to Human Resources or the President within five (5) days. We will promptly address the issue.

The Management of VIP Mortgage has an "Open Door" policy and is sincerely interested and committed to the best possible resolution of any employees' work-related problem. No problem is too small or unimportant and will be given the utmost consideration. It is against our policy to retaliate against any employee, including management, for voicing issues through this process.

Employees are encouraged to communicate to the company those working conditions that may become intolerable and may cause them to resign. We encourage this in all of our locations and will follow the requirements of federal, state, and local law when an employee notifies the Company in writing that a working condition exists that the employee believes is intolerable.

If you believe that you are being forced to resign due to unpleasant working conditions or unfair treatment, you should submit a written letter or memo to Human Resources describing the situation.

### **3-2. DISCIPLINE**

Discipline happens when an employee violates any work standards or policies, including but not limited to the ones in this Employee Handbook. Discipline could include, but not necessarily in this order:

1. Coaching and counseling
2. Oral Warning/Written Warning
3. Demotion
4. Immediate Termination

The management of VIP Mortgage retains the right to terminate an employee's employment at any time, with or without cause or advance notice, based on the at-will nature of employment.

## **Section 4 - SAFETY AND HEALTH**

### **4-1. HEALTH AND SAFETY**

The health and safety of employees and others on Company property are of critical concern to V.I.P. Mortgage, Inc. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

### **4-2. WORKERS' COMPENSATION**

The Company provides a comprehensive worker's compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, worker's compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Prompt reporting will enable an eligible employee to qualify for coverage as quickly as possible. Neither the Company nor the insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Company.

If you require non-emergency medical treatment, you will be directed to a medical facility for treatment (if appropriate in your state). All bills should be submitted directly to the workers' compensation insurance carrier. If you pay for the treatment out of your pocket, reference your name and claim number on the bills and forward to the workers' compensation carrier or to the Human Resources Department for processing.

### **RETURN TO WORK GUIDELINES**

The Company will make every effort to provide restricted duty work for injured employees on worker's compensation so they can promptly and safely return to some form of employment. The

work provided will accommodate the employee's medical restrictions and physician's instructions, which may include work less than forty (40) hours per week and/or a change in duties to less strenuous tasks. The Company will provide information on the restricted or light duty tasks to your physician and allow your physician to determine whether you are capable of completing the restricted or light-duty tasks. Restricted or light duty work may be paid at a different wage than your regular assignment. The Company realizes that not every injured employee will be a candidate for a restricted or light-duty job, and each case will be individually analyzed.

1. You must inform the company immediately when you are released to restricted or light duty work or you are released to work with no restrictions. You must present the release to your supervisor and Human Resources.
2. The Company must receive in writing the physician's requirements for restricted or light work duty to determine how best to accommodate the request.
3. If you are on worker's compensation restricted duty, you may not perform any tasks that do not comply with your physician's instructions or restrictions. You must not place yourself or your co-workers at risk by performing tasks that you have not yet been released to perform.
4. If you refuse restricted or light duty work that accommodates your medical restrictions, including failing to call or come to work when restricted or light duty work is available, you may be denied salary compensation through the worker's compensation insurance program.

#### **4-3. WORKPLACE VIOLENCE**

V.I.P. Mortgage, Inc. is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

V.I.P. Mortgage, Inc. does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, V.I.P. Mortgage, Inc. specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, V.I.P. Mortgage, Inc. does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

#### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others,

menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede V.I.P. Mortgage, Inc.'s ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

### **4-4. SMOKING**

Smoking is permitted only in specifically designated areas and on approved break times. "Smoking" includes the use of any tobacco products, electronic smoking devices, and e-cigarettes containing nicotine cartridges.

### **4-5. DRUG-FREE AND ALCOHOL-FREE WORKPLACE**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, V.I.P. Mortgage, Inc. has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

Violation of this policy will result in disciplinary action, up to and including discharge.



The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

## **Section 5 - COMPENSATION AND TIME WORKED**

### **5-1. PAY PERIODS**

All employees are on a semi-monthly schedule. Pay dates are the 15<sup>th</sup> and the last date of each month. If the 15<sup>th</sup> or the last day of the month falls on a weekend, then payday will be the Friday before. Overtime payment, which is included with the non-exempt employee's base salary payment, is also paid semi-monthly. Under no circumstances will the Company release any paychecks prior to the announced schedule.

Employees should review paychecks immediately and let the manager know about any errors no later than seven (7) days after receiving the paycheck.

VIP Mortgage encourages a paperless payroll. All employees will be asked to be paid by direct deposit. In the event this is not possible, the company will pay by check. Paystubs can be viewed and printed online from our payroll provider's secure website. Paystubs and W-2s are available online via the Company's payroll provider.

### **5-2. TIMEKEEPING PROCEDURES**

Employees must record their actual time worked for payroll and benefit purposes. Federal and state laws require the Company to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management. Overtime work must always be approved before it is performed.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

### **5-3. OVERTIME**

Like most successful companies, V.I.P. Mortgage, Inc. experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless

otherwise required by law.

Employees may work overtime only with prior management authorization. Holiday, PTO, Volunteer, or any leave of absence time will not be counted as hours worked for purposes of overtime calculation. Any overtime worked without prior managerial approval may result in disciplinary action.

#### **5-4. BREAKS**

1. Managers assign all break periods.
2. Unpaid break periods must be a minimum of 20 minutes in length.
3. Employees are responsible for keeping the break area clean.

#### **5-5. LACTATION BREAKS**

V.I.P. Mortgage, Inc. will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult Benefits Administrator with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

#### **5-6. MINIMUM WAGE REPORTING**

It is the Company's objective to ensure all employees receive at least the minimum wage required by State law and that all reports of minimum wage issues are welcomed and encouraged. This policy will provide an effective way for employees to bring concerns regarding their compensation to management's attention. All concerns will be addressed constructively and without retaliation.

When an employee believes he/she is being paid below the State minimum wage standard, he/she should discuss the situation with Human Resources. Human Resources will investigate the employee's current wage and the employee will normally receive a response within three (3) business days.

Misunderstandings or mistakes can arise in any organization and the Company is committed to resolving them quickly.

## **5-7. PAYROLL DEDUCTIONS**

Various laws require certain withholdings from employees' compensation. Deductions you will see itemized on your paycheck may include:

- Federal income tax
- State income tax
- Federal Insurance Contribution Act - FICA (Social Security & Medicare)
- Employee's portion of group insurance premiums, if applicable
- Court-ordered deductions or garnishments, if applicable

## **Section 6 - OPERATIONAL POLICIES**

### **6-1. WORKING HOURS AND SCHEDULE**

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point V.I.P. Mortgage, Inc. may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. A supervisor will provide further details.

### **6-2. PUNCTUALITY AND ATTENDANCE**

The purpose of this policy is to set forth the company's policy and procedures for handling employee absences and tardiness to promote the efficient operation of the company and minimize unscheduled absences.

#### **Policy**

Punctual and regular attendance is an essential responsibility of each employee at VIP Mortgage. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA) or leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA). These exceptions are described in separate policies.

#### **Absence**

"Absence" is defined as the failure of an employee to report for work when he or she is scheduled to work. The two types of absences are defined below:

*Excused absence* occurs when all the following conditions are met:

- The employee provides to his or her supervisor sufficient notice at least 48 hours in advance of the absence.
- The absence request is approved in advance by the employee's supervisor.
- The employee has sufficient accrued paid time off (PTO) to cover the absence.

*Unexcused absence* occurs when any of the above conditions are not met:

- If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify his or her supervisor no later than the employee's scheduled starting time on that same day. If the employee is unable to call, he or she must have someone make the call.

An unexcused absence counts as one occurrence for the purposes of discipline under this policy.

Employees with three or more consecutive days of excused absences *because of illness or injury* must give the company proof of physician's care and fitness for duty release prior to returning to work.

Employees must take earned PTO for every absence unless otherwise allowed by company policy (e.g., leave of absence, bereavement, jury duty).

### **Tardiness and Early Departures**

Employees are expected to report to work and return from scheduled breaks on time. If employees cannot report to work as scheduled, they must notify their supervisor no later than their regular starting time. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary.

Employees who must leave work before the end of their scheduled shift must notify a supervisor immediately.

Tardiness and early departures are each one-half an occurrence for the purpose of discipline under this policy.

### ***Disciplinary Action***

Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30-day period and will result in disciplinary action. Eight occurrences of unexcused absence in a 12-month period are considered grounds for termination.

### ***Job Abandonment***

Any employee who fails to report to work for a period of three days or more without notifying his or her supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

## **6-3. REMOTE WORK/TELECOMMUTING**

V.I.P. Mortgage, Inc. may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by the Company. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by the Company at any time and at the discretion of the Company. Employees also may discontinue the arrangement but may not be guaranteed office space at the Company's location.

### **At-Will Employment**

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by the Company or employee without notice, cause, or liability.

### **Hours of Work**

Employees will work full time from home. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to the Company's timekeeping system and take rest and meal breaks as if in the Company's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

### **Location**

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any Company-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the Company.

### **Duties**

Employees are expected to follow all existing Company policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the Company remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing Company policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

### **Accidents and Injuries**

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on Company premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisor or manager immediately and complete all necessary and/or requested documents regarding the reported injury. The Company assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

### **Equipment**

Employees agree to use electronic equipment that has been encrypted and meets all of the Company's security requirements. If the Company provides equipment for home use, employees agree to provide a secure location for Company-owned equipment and will not use, or allow others to

use, such equipment for purposes other than Company business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by the Company. The Company will bear the expense of removal of any such equipment, linkages, and installations provided by the Company upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release the Company from any damage or liability incurred in the installing or removal of the equipment provided by the Company.

### **Return of Company Property**

All equipment, records, and materials provided by the Company will remain Company property. Employees agree to return Company equipment, records, and materials upon request. All Company equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

### **Confidentiality**

Employees agree that they are subject to the Company's policies prohibiting the nonbusiness use or dissemination of the Company's confidential business information. Employees will take all appropriate steps to safeguard the Company's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding the Company's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

### **Contact**

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact their manager.

## **6-4. TRAVEL TIME FOR NON-EXEMPT EMPLOYEES**

### **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.



## 6-5. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is V.I.P. Mortgage, Inc.'s policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for V.I.P. Mortgage, Inc. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- an absence because the Company has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately

report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact the Head of Human Resources or any other supervisor in V.I.P. Mortgage, Inc. with whom the employee feels comfortable.

## **6-6. RECORD RETENTION**

V.I.P. Mortgage, Inc. acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the Human Resources Department to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

## **Section 7 - TECHNOLOGY AND COMMUNICATIONS**

### **7-1. USE OF COMMUNICATIONS AND COMPUTER SYSTEMS**

V.I.P. Mortgage, Inc.'s communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the V.I.P. Mortgage, Inc. systems.

V.I.P. Mortgage, Inc. may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

Further, V.I.P. Mortgage, Inc. may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

## **7-2. SPEAR DISCLOSURE**

The Company has developed a customer relationship management Tool known as SPEAR which includes certain third-party products and intellectual property.

The Company makes the tool available to users via the Internet. The Company grants to the Employee a non-exclusive, non-transferable, non-sub licensable and limited right to access the tool via the Internet and use the Tool solely for (i) the purpose of the Employee's employment or other relationship with the Company and (ii) the duration of the term of agreement or employment.

## **7-3. HANDLING CONFIDENTIAL INFORMATION**

Employees should take great care in sending any electronic communications to ensure they do not improperly reveal confidential, proprietary, sensitive, and/or trade secret company information. This includes posts to your own personal Web log or "blog". Use caution in addressing messages to make sure that communications are not inadvertently made to unintended recipients. Should mistakes occur, as with any similar situation, promptly act to address the problem, including immediately consulting with supervisors as appropriate.

## **PROHIBITED USES OF COMPUTERS AND COMMUNICATIONS SYSTEMS**

Under no circumstances should the Company's electronic communication or your own personal blog be used for sending, accessing, posting, receiving or storing any material of an insensitive, discriminatory, or harassing nature, or that is of a threatening, obscene or defamatory nature, for chain letters, or for any other purpose that is illegal, against the Company's policy or contrary to the Company's interests. The Company's electronic communication system should not be used to send, receive, or post messages related to any business other than the Company or transmit copies of documents in violation of copyright laws. Any misuse of electronic communications should be reported promptly to your Supervisor.

## **7-4. COMPANY MONITORING**

The Company's computer network and telephone systems are provided to conduct the Company's business and for the benefit of our clients. The company does not, as a matter of routine, review or monitor e-mail messages, telephone information or computer-generated documents, business, or non-business. However, all such information, including e-mail, instant messages, postings, internet access, downloads or voice messages may be accessed to protect the Company's legitimate business interests.

The Company has the right to inspect, review, and monitor use of its computers, the network, electronic mail, telephone systems, and any other aspect of its electronic systems and may do so in the discretion of management for a variety of reasons. Those reasons can include, by way of example only, a Company need for information when an employee who generally has access is unavailable; a need to locate substantive information that is not more readily available by some other less intrusive means; legitimate customer request information; auditor request; security or access reviews or audits; requests for law enforcement purposes; potential or actual litigation; concern that Company property is being used in an unauthorized manner; and other business needs.

In this regard, it is important to understand that incidental and occasional personal use of the Company's computer network, including e-mail and voicemail, to send, receive, and store information is permitted, but that information is not treated differently from other information. Thus, if the company searches or discloses information stored on its computer or telephone system, personal information may be included. Stated differently, employees should be aware that they cannot expect use of the Company's computer network or telephone system to be private. Use of the computer network constitutes employee consent to the Company's right to access and review any information stored on its computer or telephone systems for business-related purposes.

Please also note that the Company may monitor usage patterns for all communications (voice and data), which include access, call length, and time of call, for purposes of cost analysis, business planning, or compliance with Company policy.

### **Monitoring of Communications**

It is the policy of the Company to encourage open communications among our employees and between employees and management. To facilitate such open communication, and to prevent the chilling effect that may occur if employees are permitted to tape or secretly record or surreptitiously listen in on any conversation or communication, and to ensure compliance with applicable federal, state, and local wiretapping, eavesdropping, privacy laws, the Company has instituted the following policy:

Without the prior written consent of the Company's President, no employee may openly or secretly tape or otherwise surreptitiously record, or videotape, any conversation, communication, activity, or event. This prohibition applies to any conversation, communication, activity, or event which in any way involves the Company or employees of the Company or any of our subsidiaries or affiliates companies, or any customers or clients, or any other individual with whom the Company is doing business or intending to do business in any capacity (for example, vendors, suppliers, consultants, attorneys, independent contractors). This policy also applies to conversations and communications with any other third parties unrelated to the Company including, but not limited to, outside legal counsel, auditors, and regulatory officials.

## **7-5. SOFTWARE CODE OF ETHICS**

Unauthorized duplication of copyrighted computer software violates the law is contrary to the Company's standards of conduct. The Company disapproves of such copying and recognizes the following principles as a basis for preventing its occurrences:

- The Company will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances.
- The Company will provide legally acquired software to meet the legitimate software needs in a timely fashion and in sufficient quantities for all the Company's computers.
- The Company will comply with all license or purchase terms regulating the use of any software the Company acquires or uses.
- The Company will enforce strong internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violations of these standards.

## **7-6. CELL PHONE USE**

Company telephones are intended for business use. Employees are asked not to make or receive personal telephone calls or messages on our Company telephones except in an emergency. Your cooperation in keeping our lines open for business is appreciated. Employees are expected to make personal calls on non-work time where possible and to ensure that friends and family members are aware of the company's policy.

Cell phones should be turned off or set to silent or vibrate mode during meetings. Conferences and in other locations where incoming calls may disrupt normal workflow. Employees may carry and use personal cell phones on a sporadic basis. If employee use of personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action per company policy.

## **7-7. USE OF SOCIAL MEDIA**

V.I.P. Mortgage, Inc. respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.

V.I.P. Mortgage, Inc. encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## **7-8. END OF EMPLOYMENT**

Upon termination of employment with the company, you may not access the company's computer systems, download files or any information from the company's computer systems/ mobile devices, or in any way interfere, disrupt, modify or change any computer program used by the company or any data stored on the company's computer systems. It is the employee's responsibility to protect all electronic devices that have company e-mail. All electronic devices are required to have a password protection feature. Employees will report any lost and/or stolen devices to the company's Technology Department immediately. The Company reserves the right to wipe all information regarding the company from employee's electronic devices. The Company requires that employees comply with city, state, and federal laws regarding mobile usage while operating a motor vehicle. The company will not be responsible for the misuse. All company communication conducted while operating a motor vehicle should utilize hands-free technology.

## **Section 8 - BENEFITS**

### **8-1. BENEFITS OVERVIEW**

In addition to good working conditions and competitive pay, it is V.I.P. Mortgage, Inc.'s policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs V.I.P. Mortgage, Inc. provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Benefits Administrator. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, V.I.P. Mortgage, Inc. (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact Benefits Administrator.

### **8-2. PAID HOLIDAYS**

The Company recognizes the following days as paid holidays for regular, full-time non-sales employees:

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day



Labor Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
1/2 Day Christmas Eve  
Christmas Day  
1/2 Day New Year's Eve

Please keep in mind that the day on which the holiday is observed may vary from year to year based on the Company's business needs and the day on which the holiday falls. The Company will inform you of the days on which these holidays are observed at your location.

If eligible, you will be paid 8 hours holiday pay on full days and 4 hours of holiday pay on half days for a holiday regardless of whether you are normally scheduled to work that day or not. Holiday pay for exempt employees or employees whose compensation plan includes commissions will be paid based upon their base salary rate. Holiday pay for hourly employees will be paid at their base hourly pay rate, excluding overtime, bonuses, or other compensation.

### **8-3. RELIGIOUS HOLIDAYS**

The Company recognizes that you may wish to observe a religious holiday. If you would like to take a day off for such reasons, you may be permitted to do so by using earned available paid time off (PTO) (see Paid Time Off policy) or taking the time off without pay. However, as with other scheduled time off, prior approval must be obtained from your supervisor, and the time away from work must not unduly interfere with Company Business.

### **8-4. PAID TIME OFF**

The Company's Paid Time Off (PTO) Plan provides eligible employees with the flexibility to use paid time off to meet their personal needs while recognizing employees' individual responsibility to manage their own paid time off. It is up to the employee to determine when he/she will request to use paid time off. Examples of uses for PTO could include vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal business, or emergencies. Time off pursuant to the PTO plan is in addition to time off pursuant to the Company's holiday, jury duty, and bereavement leave policies.

**Eligibility:** Only full-time, **non-sales**, employees are eligible to earn PTO. PTO is provided as a benefit to regular, full-time employees to recognize service. PTO is not eligible to be paid out at termination, either voluntary or involuntary, unless specifically required by law.

#### **Amount of PTO Earned**

**Only full-time, non-sales employees are eligible to earn PTO as follows:**

Years of Service	Annual Paid Time Off <b>Available PTO</b>	Accrual Rate- <b>Hours/Payroll</b>	PTO Available for Use	Maximum Rollover into New Year
0 to 1-year anniversary	80 hours (10 days)	3.33	As earned	40 hours
1 to 4 years	120 hours (15 days)	5.00	As earned	40 hours
5+ years	160 hours (20 days)	6.67	As earned	40 hours

### **Payment of PTO**

Payment of PTO for exempt employees or employees whose compensation plan includes commissions will be paid based upon their base salary rate. Payment for PTO for hourly employees will be paid at their base hourly pay rate, excluding overtime, bonuses, or other compensation. Hours paid as PTO pay will not be included in total number of hours worked for overtime calculations.

### **Notice and Scheduling**

PTO may only be used in quarter-hour blocks of time. PTO taken will be reported on a timesheet which must be approved by your manager prior to submission to payroll.

Employees are required to complete and submit an electronic request to their manager for all requested time off. Time off may not be taken by an employee until the PTO request has been approved. Therefore, PTO should be scheduled as far in advance as possible, but no less than the week prior to the requested time off to balance the workload.

There may be occasions, such as sudden illness when an employee is unable to schedule the use of his/her PTO. In these situations, the employee must contact his/her immediate supervisor to request unscheduled PTO as soon as possible, but no later than the beginning of his/her scheduled work time.

Because unscheduled requests for time off create a burden for the Company in balancing workload and/or meeting the needs of the business, the employee must provide the reason for the request for unscheduled PTO. If an employee requests unscheduled PTO more than six (6) times during the year the employee may be subject to corrective action up to and including termination.

Employees are responsible for managing the use of their own PTO. Employees are encouraged to hold some time in "reserve" for unexpected absences required for emergencies and/or illnesses. If an employee exhausts all available PTO and then continues to take or request time off, it may result in corrective action up to and including termination.

The Company reserves the right to deny a request for scheduled or unscheduled PTO if such a request will conflict with the needs of the business. The Company also reserves the right to request medical documentation to support an employee's request for scheduled or unscheduled PTO related to medical reasons.

### **Use of PTO**

The maximum of forty (40) hours of unused PTO can be carried over from year to year and will not be paid out at the end of the calendar year or upon separation of employment, except where

otherwise required by law. In addition, employees are not permitted to take an advance against unearned PTO.

Employees who work more than the standard forty (40) hour work week, and have requested PTO within the same week, will NOT be paid out PTO in excess of forty (40) hours. If PTO has been requested, and the total hours exceed forty (40) for the workweek, VIP will remove the PTO hours requested in excess of forty (40) hours and will credit back the employees' PTO bank, so no benefit is lost.

PTO must be taken concurrently with any approved unpaid leave including but not limited to FMLA leave and any waiting period prior to payment of leave under the Company's Short-Term Disability policy. If an employee exhausts his/her available short-term disability pay and remains on leave and medically unable to work, then the employee must use any remaining unused PTO.

### **PTO Donations**

VIP understands that there may be situations that arise where PTO may not be available in times of need. VIP permits PTO donations for all eligible employees. Donated leave cannot be held by the recipient. All donations must be given on a one-to-one personal basis. The following apply to the VIP Donation Policy:

- An employee cannot donate more than their annual PTO accrual amount.
- The minimum donation is 8 hours.
- The receiving party must exhaust all accrued PTO leave or any other paid time off before using any donated shared leave.
- All PTO donations must be requested thru HR at [hr@vipmtginc.com](mailto:hr@vipmtginc.com) with the following information: Name of Recipient, intended use date of the recipient, and cause for the donation.
- All donation requests must be submitted by the payroll period end date, prior to the pay date the donation will be used for.

### **Changes/Modifications to the PTO Plan**

The Company reserves the right to make changes or modifications to this PTO policy at its sole discretion, with or without advance notice to its employees.

### **UNPAID TIME OFF**

No paid time off (other than eligible PTO days or holidays) will be given by the Company. An employee may be eligible for unpaid time off with Management Approval, prior to the payroll period end date.

### **8-5. VOLUNTEER TIME**

In an effort to give back to our local communities, the company will provide all regular full-time employees with 16 hours of paid volunteer time per calendar year, which can be taken 90-days after the employee's start date. Volunteer time will be paid out at the employee's hourly rate of pay, or per hour salary rate of pay. Employees must submit an electronic request to their manager for all requested volunteer time via an electronic time-off portal. Volunteer time may not be taken by an employee until the request has been approved by his/her manager prior to being taken.

The volunteer time benefit is an extension of our core values and serves as a way for us to engage in and support our local communities. In our efforts to stay aligned with our core values, volunteer time events such as school field trips or school-related functions, will not be approved, unless the field trip and/or function being attended is directly in support of, or benefits the local community. Upon approval for volunteer time, the employee may be required to provide proof of attendance for the volunteer event. Specifically, for the time and date requested for the volunteer event. Acceptable items for proof of attendance are pictures of employees at the volunteer event, or informational materials indicating the name of the event, date, and time of the event.

Volunteer time must be taken within normal business days and hours, within the calendar year issued, and will not roll over to the next calendar year. Volunteer time may not be taken during weekends unless the department's workload does not permit one to take volunteer time during regular business days and hours. In the event that this occurs, weekend approval must be reviewed and approved prior to being taken by Management. Volunteer time will not be paid out if not used or upon termination of employment. Hours paid as volunteer time pay will not be included in total number of hours worked for overtime calculations.

## **8-6. EMPLOYEE BENEFITS**

The Company offers competitive benefits for full-time employees. Coverage is effective first of the month following 30 days of employment. The Company currently offers medical, dental, vision, long-term disability, short-term disability, critical illness, and life insurance, Employee Assistance Program, and 401k.

We encourage such employees to become familiar with these benefits as they represent a significant part of the total compensation and benefits program. Please refer to your insurance booklet (PSD) or contact Human Resources for additional details. Although the Company intends to continue its tradition of comprehensive benefits to qualified employees, it reserves the right to change or discontinue any of these plans at any time and for any reason.

## **8-7. BENEFITS CONTINUATION (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provides employees and their qualified beneficiaries the opportunity to continue health insurance under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility. Qualifying events include the following:

- Resignation
- Termination of employment if for reasons other than the employee's gross misconduct
- Death of an employee
- Reduction in an employee's hours resulting in loss of coverage
- Employee's divorce or legal separation
- Dependent child no longer meeting eligibility requirements
- Entitlement to Medicare

Medical and Life Insurance coverage for employees and their eligible dependents ends on the date in which the qualifying event occurred. All other coverage for employees and their eligible

dependents ends on the last day of the month in which the qualifying event occurred. Depending on the qualifying event, coverage may continue for up to 18 months or 36 months from the date coverage ends. Notification of the premium rates will be provided when employees are eligible for benefits.

If a dependent is no longer eligible for health insurance coverage, in order to qualify for COBRA, you must notify Human Resources within 60 days of a qualifying event. Under COBRA, the employee (or beneficiary) pays the full cost of coverage at the Company's group rates plus an administration fee. The cost is subject to change if the group rates increase or decrease. If payment is not received within 30 days of the payment due date, then the coverage will be terminated immediately. If coverage is terminated, the employee will be notified by mail.

#### **8-8. EMPLOYEE ASSISTANCE PROGRAM**

V.I.P. Mortgage, Inc. provides the Employee Assistance Program, which offers qualified counselors to help employees cope with personal problems they may be facing. Further details can be obtained through Human Resources.

## **Section 9 - LEAVES OF ABSENCE**

### **9-1. PERSONAL LEAVE**

Sometimes an employee's circumstances make it necessary to take an approved leave of absence from work for one reason or another. Continuous service is not interrupted and seniority is not affected by an approved leave of absence, provided an employee returns to work on an agreed date. This benefit is potentially available to all full-time and all part-time employees who have been employed by the company for at least one (1) year.

The Company will consider a request for a leave of absence of up to one month for compelling personal or emergency situations. Personal leave is at management's discretion. Requests for leave will be evaluated based on a number of factors including reason for the request, anticipated workload, and staffing considerations during the proposed period of absence. Personal leaves are unpaid leaves.

All benefits to which an employee contributes will continue during the leave of absence (up to one month) provided the employee pays his/her portion of the premiums. Employees who do not return from their leave will be required to reimburse the company for the employer-paid portion of their insurance benefits for any period of unpaid leave.

Benefit accruals, such as PTO, will be suspended during the leave and will resume upon returning to active employment.

In some instances, it may not be possible to hold the employee's position open or place the employee in a comparable position upon returning from leave. If an employee fails, for any reason, to return to work promptly upon the expiration of approved leave and has not obtained a prior extension, the employee is considered to have voluntarily resigned.

For non-FMLA related leaves, if an employee is unable to work for a period of longer than one (1) month, the employment relationship will end.

### **9-2. BEREAVEMENT LEAVE**

Regular full-time and part-time employees will be paid up to four (4) consecutive days of leave to grieve, attend the funeral of, or handle related personal affairs of a member of their immediate family and non-immediate family, as defined below. Unpaid time off to attend a funeral of a non-relative may be granted at your manager's discretion, or you may be permitted to use PTO, again at your manager's discretion.

#### **Immediate family members are defined as:**

Mother, father, child, spouse, domestic partner, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, stepchild, stepmother, stepfather, stepbrother, and stepsister.

#### **Non-Immediate family members are defined as:**

Uncle, aunt, cousin, niece, nephew, sister-in-law, and brother-in-law.

### **9-3. JURY DUTY**

This benefit is available to all full-time and all part-time employees.

Regular full-time and part-time, exempt and non-exempt employees, who are summoned for jury duty, will be paid their normal rate of pay if jury duty for a maximum of ten (10) working days of service per calendar year, except otherwise prohibited or required by law.

Your manager must receive a copy of the jury summons immediately after it is received so that operation requirements may be adjusted to accommodate the employee's absence. Evidence of appearance on the assigned day should also be presented to the manager. The employee must contact his/her supervisor on a daily basis and is expected to return to work whenever the court schedule permits. If in the company's judgment, the employee's absence would create serious operational difficulties, it may be necessary to request the employee be excused from jury duty.

The Company's pay will cover only the period or periods that any citizen may be required by law at a minimum to serve so that any employee volunteering further services does so without the benefit of the Company's pay.

### **9-4. VOTING LEAVE**

In compliance with applicable state laws, the Company allows employees three (3) consecutive paid hours of leave during polling hours in order to vote in federal, state or local elections, both primary and general elections. Most employees will have three (3) consecutive hours during polling hours available outside of their normal work schedule. These employees will not be eligible to take any additional time off for voting purposes.

Employees who do not have three (3) consecutive hours available during polling hours outside of their normal work schedule must request time off for voting in writing PRIOR to the day of the election. The request for leave must clearly state the employee needs time off in order to vote. The employee may request time off at the beginning or end of their workday that, when added to the time difference between workday hours and opening or closing of the polls, will provide a total of three consecutive hours. The Company may specify the hours during which the employee may be absent.

No deductions will be made from wages or salaries and employees will not be expected to make up the missed work hours. Employees will not be disciplined for taking voting leave or for failing to vote.

### **9-5. MILITARY LEAVE**

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that V.I.P. Mortgage, Inc. can maintain proper coverage while employees are away.

## **9-6. FAMILY AND MEDICAL LEAVE**

### **General Provisions**

It is the policy of the Company to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and up to 26 weeks of leave in any 12-month period in compliance with the expansion of FMLA under The Support for Injured Service Members Act of 2007. The leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

### **Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the Company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on leave during the week.
2. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee.
3. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

### **Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. *For the birth and care of the newborn child of an employee.*
2. *For placement with the employee of a child for adoption or foster care.*
3. *To care for an immediate family member (spouse, child, or parent) with a serious health condition.*
4. *To take medical leave when the employee is unable to work because of a serious health condition (described below) of the employee.*

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.



A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition, which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

Employees with questions about what illnesses are covered under this FMLA policy or under the Company's sick leave policy are encouraged to consult with Human Resources. The Company may require an employee to provide a doctor's certification of the serious health condition. The certification process is outlined below.

If an employee takes paid sick time for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. Reasons related to the call-up or service includes helping the family member prepare for the departure or caring for children of the service member. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.

This leave may extend to up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating. Next-of-kin is defined as the closest blood relative of the injured or recovering service member. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the service member is on a temporary disability retired list or is a veteran who is undergoing medical treatment, recuperation or therapy for serious injury or illness that occurred any time during the five (5) years preceding the date of treatment.

Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks.

An eligible employee can take up to 12 weeks (or up to 26 weeks of leave to care for an injured or ill service member) under this policy during any 12-month period. The Company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks (or 26 weeks for the care of an injured or ill service member) of available leave, with the balance remaining being the amount the employee is entitled to take at that time.

If a husband and wife both work for the Company and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent in-law) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the Company and each wish to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

### **Employee Status and Benefits During Leave**

While an employee is on leave, the Company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the Company will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in Human Resources by the first day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The Company will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the Company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums; or the Company may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the Company maintains coverage, the Company may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

### **Employee Status after Leave**

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or virtually identical in terms of pay, benefits and working conditions.

The Company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

### **Use of Paid and Unpaid Leave**

Paid time off may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established paid time off leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation prior to being eligible for unpaid leave.

## **Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hours schedule. In all cases, the leave may not exceed a total of 12 work weeks (or 26 work weeks to care for an injured or ill service member over a 12-month period).

The Company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption, or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hours schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the Company before taking intermittent leave or working a reduced hours schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. The Company may require certification of the medical necessity.

### **Certification of the Serious Health Condition**

The Company may ask for certification of the serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification may be provided by using the Medical Certification Form. Request for a medical certificate must be made in writing as part of the employer's response to the employee's request for leave.

### **Documentation of the Need for Service Member FMLA Leave**

Employees requesting this type of Service member FMLA leave must provide documentation of the family member's or next-of-kin's injury, recovery or need for care. This documentation may be a copy of the military-medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

Procedure for Requesting Leave for 1) the birth of a child or in order to care for that child; 2) the placement of a child for adoption or foster care and to care for the newly placed child; 3) to care for a spouse, child or parent with a serious health condition; or 4) the serious health condition of the employee. All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise Human Resources. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to Human Resources. Failure of the employee to provide a written request for leave cannot be grounds to deny or delay the taking of FMLA leave.

The Company will provide individual notice of rights and obligations to each employee requesting

leave within two business days or as soon as practicable. For employees on intermittent or recurring leave for the same incident, this notice will be provided every six months.

When an employee plans to take leave under this policy, the employee must give the Company 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the Company's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the Company receives notice. While on leave, employees are requested to report periodically to the Company regarding the status of the medical condition and their intent to return to work.

Procedure for Requesting Leave for 1) a covered family member's active duty or call to active duty in the Armed Forces or 2) to care for an injured or ill service member. All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise Human Resources. Leave may commence as soon as the individual receives the call-up notice. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to Human Resources.

The Company will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable.

## **Section 10 - LEAVING THE COMPANY**

### **10-1. IF YOU MUST LEAVE US**

#### **RESIGNATION**

In the event an employee wishes to terminate his or her employment, the company asks the employee to discuss the situation with management before making a final decision. If the decision is still made to resign, the Company would prefer the professional courtesy of a two (2) weeks written notice. Written notice should state the reason for resignation and the employee's last day of work. PTO time may not be taken in lieu of the notice period.

#### **INVOLUNTARY TERMINATIONS**

Discharge may be for any reason, i.e., failure to adhere to a policy of this handbook, misconduct, tardiness, absenteeism, unsatisfactory performance, etc. In some cases, progressive discipline may be used, prior to termination, to correct a performance problem. However, certain types of employee misconduct are so severe that one incident of misconduct will result in immediate dismissal without prior use of progressive discipline.

#### **RETURN OF PROPERTY**

The separating employee must return all company property at the time of separation, including but not limited to: cell phones, keys, computers, security access cards and parking access cards.

#### **FINAL PAYCHECK**

It is the responsibility of the employee's supervisor to ensure the terminating employee's timecard is completed and approved so the Payroll office has sufficient time to process the final paycheck.

Employees who voluntarily and involuntarily resign will receive their final paycheck on the next scheduled pay date unless State law requires differently.

#### **REHIRE**

Former employees who left the Company in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to Human Resources and the applicant must meet all minimum qualifications and requirements of the position. Rehired employees begin benefits just as any other new employee. Previous tenure may not be considered in calculating longevity, leave accruals or any other benefits.

#### **EXIT INTERVIEWS**

Employees who resign may be asked for their comments concerning their experience at the Company during exit interviews. This feedback assists the Company in evaluating policies, procedures, benefits, work environment, and other variables affecting the employment experience.

#### **SOLICITATION OF EMPLOYEES**

After separation of employment, individuals shall not induce, encourage, or attempt to induce any employee of the Company to leave, or in any way interfere with the relationship between the

Company and any employee for a period of twelve months after termination of employment with the Company.

## **10-2. A FEW CLOSING WORDS**

This handbook is intended to give employees a broad summary of things they should know about V.I.P. Mortgage, Inc. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, V.I.P. Mortgage, Inc., in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

## Section 11 - ARIZONA ADDENDUM

### 11-1. EARNED PAID SICK TIME

The Company will offer paid sick time (PST) beginning July 1, 2017 in accordance with Arizona Proposition 206: Fair Wages and Healthy Families Act. PST is extended to all employees of the Company in Arizona *that do not qualify for our current PTO policy*.

Employees will accrue one (1) hour of PST for every thirty (30) hours worked for the Company. Employees with a balance of unused PST at the end of the year may carry over that PST to the next year. Employees may use PST for any of the following purposes:

- Medical care, mental or physical illness, injury, or health condition.
- Public health emergency.
- Absence due to domestic violence, sexual violence, abuse, or stalking.
- Paid sick time may be used for employees or for a family member.

All employees will begin accruing PST from their hire date and will be eligible to request time off after 90 days.

Please note that forty (40) hours of sick time is the maximum amount of time eligible to be taken each year, even if there is more than 40 hours in the employee's sick leave balance. If you have any questions regarding the paid sick leave policy, please contact the Human Resources department.

Eligible Employees	Accrual Rate	Maximum Accrual	Rollover	Waiting Period
All employees who are not eligible for PTO	1 hour per every 30 hours worked	40 hours	Yes	90 Days

The Company will post a notice in the workplace that outlines employees' right to paid sick leave and their protections under the Act. Secondly, the Company will post the following itemizations on employees' paychecks in accordance with the law:

- The amount of PST available to the employee.
- The amount of sick leave taken by the employee in the year to date.
- The amount of pay the employee has received as PST, if any.

## **Section 12 - CALIFORNIA ADDENDUM**

### **12-1. EQUAL EMPLOYMENT OPPORTUNITY**

V.I.P. Mortgage, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, religious creed, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law (such as cancer), genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. V.I.P. Mortgage, Inc.'s management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

The Company will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Company's business operations. Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact Human Resources Department to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Company will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The Company will evaluate requested accommodations, and as appropriate identify other possible accommodations, if any. The individual will be notified of The Company's decision within a reasonable period. The Company treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Human Resources Department. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact Human Resources Department. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

### **12-2. DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION**

V.I.P. Mortgage, Inc. does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or third party based on actual or perceived race, color, creed, religion, age, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), national origin,



ancestry, marital status, protected medical condition as defined by state law (including cancer or genetic characteristics), physical or mental disability, military and veteran status, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment and retaliation.

Our management team is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

### **Discrimination Defined**

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

### **Harassment Defined**

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, an offensive or a hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion toward an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature. Sexual harassment includes unwelcome or unwanted conduct that is either of a sexual nature or directed at an individual because of that individual's sex when:

- submission to that conduct or to those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome or unwanted sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault and blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;

7. sexually explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome or unwanted sexually related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

## **Retaliation Defined**

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
- denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

**All discrimination, harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, a coworker, a client, a customer, a vendor or another third party.**

## **Reporting Procedures**

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment and retaliation. If the employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the Manager. (Phone numbers are available through the Company directory.) If this individual is the person toward whom the complaint is directed, the employee should contact any higher-level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, the Head of Human Resources should be contacted immediately. (Phone numbers are available through the Company directory.)

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the Head of Human Resources.

## **Investigation Procedures**

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or the Equal Employment Opportunity policy. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary, and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based on its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, who the Company determines has engaged in conduct that violates this policy will be subject to discipline up to and including termination.

### **Training**

All Employees are required to undergo harassment prevention training as required by applicable law. For more information about this training requirement, visit <https://www.dfeh.ca.gov/shpt/>.

### **Retaliation Prohibited**

In addition to being a violation of this policy, harassment, discrimination or retaliation also can be against the law. Employees who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Remember, the Company cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct they believe violates this policy.

## **12-3. WORKING HOURS AND SCHEDULE**

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point V.I.P. Mortgage, Inc. may need to change individual work schedules on either a short-term or long-term basis.

### **Rest Breaks**

Non-exempt employees who work three-and-one-half (3-1/2) or more hours per day are authorized and permitted one (1) 10-minute rest break for every four (4) hours or major fraction thereof worked. For purposes of this policy, "major fraction" means any time greater than two (2) hours. For example, if employees work more than six (6) hours, but no more than 10 hours in a workday, they are authorized and permitted to take two (2) 10-minute rest breaks: one (1) during the first half of a shift and a second rest break during the second half of the shift. If employees work more than 10 hours but no more than 14 hours in a day, they are authorized and permitted to take three (3) 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period of four (4) hours or major fraction thereof as is practical. Employees do not need to obtain their supervisor's approval or notify their supervisor when taking a rest break. Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with another rest break or with the meal period. In addition, rest

breaks may not be taken at the beginning or end of the work day to arrive late or leave early. Each rest break must be a separate break, meeting the requirements described above. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

V.I.P. Mortgage, Inc. also provides cool down rest and recovery periods as needed to prevent heat illness for employees that perform work outdoors as required under applicable state law.

### **Meal Periods**

Employees who work more than five (5) hours in a workday are provided an unpaid, off-duty meal period of at least 30 minutes. Employees are responsible for scheduling their own meal periods, but they should confirm them with their supervisor. Meal periods must begin no later than the end of the fifth hour of work. For example, the employee who begins working at 8:00 a.m. must begin the meal period no later than 12:59 p.m. When scheduling a meal period, employees should try to anticipate work flow and deadlines.

Employees who work more than 10 hours in a day are entitled to a second unpaid, off-duty 30-minute meal period. Employees entitled to a second meal period should schedule their second meal period so it begins no later than before the end of their tenth hour of work, meaning the meal period should begin after working no more than nine (9) hours, 59 minutes.

During meal periods, employees are relieved of all duty and should not work during this time. When taking a meal period, employees should completely stop working for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal period.

Those employees who use a time clock must clock out for their meal periods. These employees are expected to clock back in and promptly return to work at the end of any meal period. Those employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period. Unless otherwise directed by a supervisor in writing, employees do not need to obtain a supervisor's approval or notify a supervisor when taking a meal period. Employees are to immediately notify Human Resources if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period.

### **Meal Period Waiver**

If no more than six (6) hours of work will complete the day's work, employees may voluntarily waive the meal period in writing. Employees should see Human Resources to obtain this waiver form. If the employee works no more than twelve (12) hours, the employee can waive the second meal period, but only if the first meal period was received and not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. Employees should see Human Resources to obtain this waiver form. Employees who work more than 12 hours may not waive, and should take, their second unpaid, off-duty and uninterrupted 30-minute meal period.

### **No Working During Rest Breaks and Meal Periods**

Employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside the work area, such as in a break room. Employees may leave the premises during rest breaks and meal periods. Employees should not visit or socialize with employees who are working while they are taking a rest break or meal period. Employees, including those in a sensitive position like security or information

technology, are not expected to remain "on call" or available to respond to messages, monitor radios, telephones, email or other devices during meal periods and rest breaks.

Employees are required to immediately notify Human Resources if they believe they are being pressured or coerced by any manager, supervisor or other employee to not take any portion of a provided rest break or meal period.

#### **12-4. OVERTIME**

Like most successful companies, V.I.P. Mortgage, Inc. experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Non-exempt employees generally will be paid overtime at the rate of time and one-half (1.5) times their normal hourly wage for all hours worked in excess of eight (8) hours in one (1) day or 40 hours in one (1) week, or for the first eight (8) hours on the seventh (7<sup>th</sup>) day in the same workweek.

Non-exempt employees generally will be paid double-time for hours worked in excess of 12 in any workday or in excess of eight (8) on the seventh (7<sup>th</sup>) day of the workweek.

Employees may work overtime only with management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

#### **12-5. TRAVEL TIME FOR NON-EXEMPT EMPLOYEES**

California non-exempt employees are paid for travel time in accordance with state law.

#### **12-6. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES**

It is Company policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure employees are paid properly and no improper deductions are made, employees must review their pay stubs promptly to identify and to report all errors.

If the employee believes a mistake has occurred or if the employee has any questions, the employee should use the reporting procedure outlined below.

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for the Company. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under state law, salary is subject to certain deductions. For example, the employee's salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability, if the available paid sick leave has been exhausted;
- intermittent absences, including partial-day absences, covered by the federal Family and Medical Leave Act, if other available paid leave has been exhausted;
- to offset amounts received as payment for jury and witness fees or military pay;
- during the first or last week of employment in the event the employee works less than a full week; and
- any work week in which the employee performs no work for the Company.

Salary also may be reduced for certain types of deductions, such as the employee portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k) or pension plan.

In any workweek in which the employee performed any work, the employee's salary will not be reduced for any of the following reasons:

- absence on a holiday when the facility is closed or because the facility is otherwise closed on a scheduled workday;
- absences for jury duty, attendance as a witness or military leave in any week in which the employee has performed any work; and
- any other deductions prohibited by state or federal law.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to their supervisor. If the supervisor is unavailable or if employees believe it would be inappropriate to contact that person (or if they have not received a prompt and fully acceptable reply), they should immediately contact the Head of Human Resources or any other supervisor in the Company with whom the employee feels comfortable. If employees are unsure of whom to contact if they have not received a satisfactory response within five (5) business days after reporting the incident, they should immediately contact the HR Manager, 9221 E Via de Ventura Scottsdale, AZ 85258, 480-378-8606.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination for any employee who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

## **12-7. CALIFORNIA SICK LEAVE POLICIES**

### **Eligibility**

Pursuant to the Healthy Workplaces, Healthy Families Act, the Company provides paid sick leave to employees who, on or after July 1, 2015, work for V.I.P. Mortgage, Inc. in California for 30 or more days within a year. For employees who work in California who are eligible for sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

## **Grant**

Exempt and Nonexempt employees receive three (3) paid sick days (24 hours) at the time of hire then three (3) paid sick days (24 hours) each year thereafter on January 1. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

## **Usage**

Employees can use accrued paid sick leave beginning on the 90th day of employment. An exempt employee and a non-exempt employee may use up to three (3) days or 24 hours of paid sick leave in any year. Paid sick leave may be used in minimum increments of two (2) hours.

Paid sick leave may be used for the following reasons:

- For diagnosis, care or treatment of an existing health condition of or preventive care for, the employee or the employee's family member (meaning a child, including biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling; or
- For the employee who is a victim of domestic violence, sexual assault or stalking:
  1. to obtain or attempt to obtain a temporary restraining order, restraining order or other injunctive relief;
  2. to help ensure the health, safety or welfare of the victim or the victim's child;
  3. to seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
  4. to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
  5. to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
  6. to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Employees will be notified of their available paid sick leave on each itemized wage statement.

Unless the employee advises Human Resources Department otherwise, the Company will assume employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

## **Notice and Documentation**

Notice to Human Resources Department may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon

as practicable.

### **Payment**

Eligible employees will receive payment for paid sick leave at the same wage as the employee normally earns during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Accrued but unused paid sick leave does not carry over from year to year.

Accrued but unused paid sick leave under this policy will not be paid at separation.

### **Enforcement & Retaliation**

Retaliation or discrimination against the employee, who requests paid sick days or uses paid sick days or both, is prohibited and employees may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact Human Resources Department.

## **12-8. SAN DIEGO EARNED SICK LEAVE (FOR EMPLOYEES ALSO COVERED UNDER THE CALIFORNIA HEALTHY WORKPLACES, HEALTHY FAMILIES ACT)**

### **Eligibility**

The Company provides earned sick leave to eligible non-exempt employees who do not accrue PTO and, in one or more calendar weeks of the year, perform at least two (2) hours of work for the Company in the City of San Diego. For employees who work in San Diego who are eligible for sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

### **Accrual**

Employees begin accruing earned sick leave at the start of employment. Earned sick leave accrues at the rate of one (1) hour for every 30 hours worked, subject to a maximum accrual of 80 hours. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1 and ending on December 31.

### **Usage**

Employees can use accrued earned sick leave on the 90th calendar day of employment. Earned sick leave must be used in a minimum increment of two (2) hours. Employees cannot use more than 40 hours of earned sick leave in any year.

Earned sick leave may be used for the following reasons:

- when the employees are physically or mentally unable to perform their duties due to illness,



- injury, pregnancy or another medical condition;
- to obtain a physical examination or a professional diagnosis or treatment of the employee's medical condition;
- to aid, assist or care for a family member with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical condition;
- for time away from work that is necessary due to domestic violence, sexual assault or stalking, provided the time is used to allow the employees to obtain for themselves for a family member one or more of the following:
  1. medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual assault or stalking;
  2. services from a victim services organization;
  3. psychological or other counseling;
  4. relocation due to the domestic violence, sexual assault or stalking; or
  5. legal services, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual assault, or stalking.
- the employee's place of business is closed by order of a public official due to a public health emergency, or the employee is providing care or assistance to a child, whose school or child care provider is closed by order of a public official due to a public health emergency.
- any other reason required by applicable law.

For purposes of this policy, family member means a child (a biological, adopted or foster child; a stepchild; a legal ward; a child of a domestic partner; or a child of the employee standing in loco parentis); spouse (a person to whom the employee is legally married under the laws of the State of California, or the employee's domestic partner); parent (a biological, foster or adoptive parent; a step-parent; a legal guardian; or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; sibling (a brother or sister, whether related through half blood, whole blood or adoption or one who is a step-sibling); or the child or parent of a spouse.

Unless the employee advises Human Resources Department otherwise, the Company will assume, subject to applicable law, that employees want to use available earned sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned sick leave available.

Employees will be notified of their available earned sick leave on each itemized wage statement.

### **Notice and Documentation**

Employees are required to provide reasonable notification of an absence taken under this policy. In the case of foreseeable absences, the Company requires reasonable advance notification of up to seven (7) days of the employee's intention to use earned sick leave. In the case of unforeseeable absences, the Company requires notice of the need to use earned sick leave as soon as practicable. To the maximum extent permitted by applicable law, the Company may request documentation for the use of earned sick leave of more than three (3) consecutive work days or 24 consecutively scheduled work hours, whichever is greater. Acceptable documentation includes documentation signed by a licensed health care provider indicating the need for the amount of earned sick leave taken.

### **Payment**

Eligible employees will receive payment for earned sick leave, at their normal base rate of pay unless otherwise required by applicable law, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the San Diego or California minimum wage, whichever is higher. Use of earned sick leave is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Accrued, unused earned sick leave carries over from year to year, but is subject to a maximum accrual (accrual cap) of 80 hours. Once the accrual cap is reached, earned sick leave will stop accruing until some earned sick leave is used.

Accrued but unused earned sick leave under this policy will not be paid at separation.

### **Enforcement and Retaliation**

Retaliation or discrimination against the employee who requests earned sick days or uses earned sick days, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the San Diego Enforcement Office or a court of competent jurisdiction against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact Human Resources Department.

## **12-9. LACTATION BREAKS**

V.I.P. Mortgage, Inc. supports the legal right and necessity of employees who choose to express milk in the workplace. This policy establishes guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for as long as they desire to express breastmilk.

The Company will provide a reasonable amount of break time for employees who wish to express breast milk for their infant child each time the employee has a need to express milk, in accordance with applicable local, state and federal law. If possible, the break time must run concurrently with rest and meal periods already provided. If break time cannot run concurrently with rest and meal periods, it will be unpaid, to the extent permitted by applicable law.

The Company will provide breastfeeding employees with space, in close proximity to their work area, that is shielded from view and free from intrusion from co-workers and the public. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being used for lactation purposes.

Employees who need a lactation accommodation should submit a request for possible accommodation via email to Human Resources Department. Upon receiving an accommodation request, the Company will respond to the employee within five (5) business days. The Company and the employee shall engage in an interactive process to determine the appropriate accommodations.

California law expressly prohibits discrimination or retaliation against lactating employees for exercising their rights granted by the ordinance. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

Employees have the right to file a complaint with the Labor Commissioner for any violation of the rights underlying this policy.

Please consult Benefits Administrator with questions regarding this policy.

## **12-10. WORKERS' COMPENSATION**

On-the-job injuries are covered by V.I.P. Mortgage, Inc.'s Workers' Compensation Insurance Policy, which is provided at no cost to employees. If injured on the job, no matter how slightly, employees should report the incident immediately to their supervisor. Failure to follow Company procedures may affect one's ability to receive Workers' Compensation benefits.

Any leave of absence due to a workplace injury runs concurrently with all other Company leaves of absence. Reinstatement from leave is guaranteed only if required by law. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

## **12-11. WITNESS LEAVE**

Employees called to serve as an expert witness in a judicial proceeding on behalf of the State will be granted leave with pay. Employees summoned to appear in court as an expert witness, but not on behalf of the State may use available vacation and personal time to cover the period of absence.

Employees subpoenaed for witness duty must notify their supervisor as soon as possible.

## **12-12. VOTING LEAVE**

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, employees may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. Employees will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Where possible, supervisors should be notified of the need for leave at least three (3) working days prior to the Election Day.

## **12-13. STATUTORY SHORT-TERM DISABILITY BENEFITS**

V.I.P. Mortgage, Inc. also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

## **12-14. PAID FAMILY LEAVE BENEFITS**

Employees may be eligible to receive benefits through the California Paid Family Leave (PFL) program, which is administered by the the Employment Development Department (EDD), when they take leave to:

- care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law or registered domestic partner, with a serious health condition;
- bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption; or
- participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the Armed Forces of the United States.

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if the employee is eligible for such benefits.

If employees need to take time off work for any of the reasons set forth above, they must advise V.I.P. Mortgage, Inc., and they will be given information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local EDD Office for further information. Employees should maintain regular contact with the Company during the time off work so the Company may monitor the employee's return-to-work status. In addition, the employee should contact the Company when ready to return to work so the Company may determine what positions, if any, are open.

When the employee applies for PFL benefits, the Human Resources Department will determine if the employee has any accrued but unused vacation and personal days available. If the employee has accrued but unused time available, then the employee will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.

Employees taking time off work for any of the reasons set forth above are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or state family and medical leave laws.

Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave/California Family Rights Act Leave, if applicable. Please see the "Family and Medical Leave/California Family Rights Act" policies in this handbook for eligibility requirements, if applicable.

## **12-15. PERSONAL LEAVE**

If employees are ineligible for any other Company leave of absence, V.I.P. Mortgage, Inc., under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for FMLA and CFRA, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance

and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the Company will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

## **12-16. TIME OFF FOR MILITARY SPOUSES**

If the employee works, on average, at least 20 hours per week and their spouse is a qualified member of the United States Armed Forces, the National Guard or the Reserves, the employee is eligible to take leave for a period of up to 10 days while their spouse is home during a qualified leave period. When the employee is also eligible for military family member exigency leave, leave under this policy shall also count toward the employee's leave entitlement under the Family and Medical Leave Act (FMLA), where the time off meets the definition of FMLA military exigency leave.

### **Required Notice to Employer**

Within two (2) business days of receiving official notice that the employee's spouse will be on leave the employee must provide notice to the Company of their intent to take military spouse leave.

### **Required Documentation**

The employee must submit written documentation to the Company certifying that during the requested time off, the employee's spouse will be on leave from deployment during a period of military conflict.

### **Leave is Unpaid**

Leave granted under this policy is unpaid. However, employees may substitute the following for any period of unpaid military spouse leave: personal time off.

### **Definitions**

For the purposes of this policy, the following definitions apply:

**"Qualified Member"** means any of the following:

- a member of the United States Armed Forces who is deployed during a period of military

conflict to an area designated as a combat theater or combat zone by the President of the United States; or

- a member of the National Guard who is deployed during a period of military conflict; or
- a member of the Reserves who is deployed during a period of military conflict.

**"Period of Military Conflict"** means any of the following:

- a period of war declared by the U.S. Congress; or
- a period of deployment for which members of the Reserves are ordered to active duty.

**"Qualified Leave Period"** means the period during which the qualified member is on leave from deployment during a period of military conflict.

## **12-17. BONE MARROW DONATION LEAVE**

The employee who has been employed for at least 90 days may request a leave of absence for up to five (5) business days in any one-year period to undergo a medical procedure to donate bone marrow. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The employee must use any accrued vacation time, sick leave or paid time off for this leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of this leave. If accrued vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid, but the paid time off shall not exceed five (5) days. Bone marrow donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their Bone Marrow Donation Leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

## **12-18. ORGAN DONATION LEAVE**

Employees who have been employed for at least 90 days may request a paid leave of absence for up to 30 business days in any one-year period to undergo a medical procedure to donate an organ. Employees can request an additional 30 days of unpaid leave in any one-year period for this same purpose. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The one-year period is measured from the start of the leave.

For an initial request for organ donation leave, the employee must use up to two weeks of accrued vacation, sick leave or paid time off for this leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of the leave. If accrued vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid however the paid time off shall not exceed 30 days. Organ donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave. Absences due to organ donation leave do not count as a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation and paid time off or seniority.

## 12-19. FAMILY AND MEDICAL LEAVE

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). Additionally, employees who are CFRA-eligible have certain rights to take both a pregnancy disability leave (PDL) and CFRA leave for the birth of a child.

This policy provides employees with information concerning FMLA/CFRA entitlements and obligations they may have during such leaves and also explains differences between FMLA, CFRA and PDL. Where more than one of the laws applies, leave taken may be counted under more than one law at the same time to the extent permitted by the applicable law(s). For example, where leave for a pregnancy disability is also FMLA-qualifying, the leave will count against both FMLA and PDL entitlements. However, PDL is separate from and does not count against employees' CFRA leave entitlement. (Please consult the Pregnancy Disability Leave policy for more information on PDL.) This policy will be interpreted to comply with the law(s) that apply to a particular leave.

If employees have any questions concerning FMLA/CFRA leave, they should contact Human Resources Department.

### I. Eligibility

The FMLA and CFRA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. To be an "eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive) and 2) have worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. All California employees who meet these two criteria are eligible for CFRA leave. California employees also may be eligible to take leave for FMLA reasons if they are eligible for CFRA leave and work at a worksite where 50 or more employees are located within 75 miles.

\*Special hours of service eligibility requirements apply to airline flight crew employees.

### II. Entitlements for FMLA/CFRA Leave

#### A. Basic FMLA/CFRA Leave Entitlement

The FMLA/CFRA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined by a rolling 12-month period measured backward from the date the employee uses their FMLA leave. In some instances, leave may be counted under the FMLA but not CFRA or CFRA but not the FMLA. Leave may be taken for any one, or for a combination, of the following reasons:

1. disability due to pregnancy, childbirth or related medical condition (counts only toward FMLA leave and California Pregnancy Disability Leave (PDL) leave entitlements);
2. bonding and/or caring for a newborn child (counts toward FMLA and CFRA leave entitlements);
3. for placement with the employee of a child for adoption or foster care and to care for the newly placed child (counts toward FMLA and CFRA leave entitlements);
4. to care for the employee's spouse, child or parent (but not in-law) with a **serious health condition**; (counts toward FMLA and CFRA leave entitlements);

5. to care for the employee's registered domestic partner, grandparent, grandchild or sibling with a **serious health condition** (counts towards CFRA entitlements only, except when grandparent, grandchild or sibling meets FMLA definition of parent or child);

6. for the employee's own **serious health condition** (excluding pregnancy) that makes the employee unable to perform one or more of the essential functions of their job (counts toward FMLA and CFRA leave entitlements); and/or

7. because of any **qualifying exigency** arising out of the fact that the employee's spouse, registered domestic partner, son, daughter or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty status) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country (counts toward FMLA/CFRA leave entitlements, except that leave taken for a registered domestic partner counts towards CFRA leave entitlement only).

Leave to care for one's child after birth or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement.

Under the **FMLA**, a **serious health condition** is an illness, injury, impairment or physical or mental condition that involves a period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a medical care facility, hospice or residential health care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of their job or prevents the qualified family member from participating in school or other daily activities.

Under the **CFRA**, a **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, any subsequent treatment in connection with such inpatient care or any period of incapacity; or continuing treatment by a health care provider. The CFRA defines "inpatient care" broadly and includes a stay in a hospital, hospice or residential health care facility, any subsequent treatment in connection with inpatient care or any period of incapacity. A person will be considered an "inpatient" when they are formally admitted to a health care facility with the expectation that they will remain at least overnight and occupy a bed, even if the person is ultimately discharged or transferred to another facility and does not actually remain overnight. The CFRA defines "incapacity" as the inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires.

Under the FMLA and CFRA, subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment or incapacity due to pregnancy (FMLA only) or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

A leave of absence in connection with a workers' compensation injury/illness or for which the employee receives disability or State of California Paid Family Leave benefits shall run concurrently



with FMLA/CFRA leave.

## **B. Additional Military Family Leave Entitlement (FMLA Only)**

In addition to the basic FMLA/CFRA leave entitlement described above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember is available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five-(5-) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definition of a serious illness or injury for current Armed Forces members and covered Veterans are distinct from the definition of "serious health condition" applicable to leave to care for a family member or the employee's own illness or injury.

## **C. Intermittent Leave and Reduced Leave Schedules**

FMLA/CFRA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA/CFRA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember (FMLA only). Intermittent or reduced work schedule leave may be taken for absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if they do not receive treatment by a health care provider. Intermittent leave can also be taken for any qualifying exigency.

Employees also are eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in two-week increments, but the Company permits two (2) occasions where the leave may be for less than two (2) weeks.

## **D. Health Insurance Benefits Schedules**

During FMLA/CFRA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued work.

## **E. No Work While on Leave**

The taking of another job while on FMLA/CFRA leave or any other approved leave of absence is prohibited except as authorized by the Company or permitted by applicable law.

## **F. Restoration of Employment and Benefits**

At the end of FMLA/CFRA leave, employees generally have a right to return to the same or equivalent positions they held before the FMLA/CFRA leave. There is an exception for certain "key employees" under the FMLA that applies to leave for a seriously ill or injured covered servicemember (the CFRA does not have an exception for "key employees"). The Company will provide notice if employees qualify as "key employees" if it intends to deny reinstatement and any applicable rights in such instances.

Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA/CFRA Leave**

Employees requesting FMLA/CFRA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA/CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA/CFRA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA/CFRA-qualifying or non-qualifying, if not FMLA/CFRA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company will respond to a leave request within five (5) business days. Once given, approval shall be deemed retroactive to the date of the first day of the leave. The Company may designate FMLA/CFRA leave retroactively with appropriate notice provided that doing so does not cause harm or injury to employees. In other cases, the Company and employees can mutually agree that leave is retroactively designated as FMLA/CFRA leave.

### **H. Employee Obligations for FMLA/CFRA Leaves**

#### **a. Provide Notice of the Need for Leave**

Employees who take FMLA/CFRA leave must notify, in a timely manner, the Company of their need for FMLA/CFRA leave. The following describes the content and timing of such notices.

#### **i. Content of Notice**

To trigger FMLA/CFRA leave protections, employees must inform Human Resources Department of the need for FMLA/CFRA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFRA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/CFRA-qualifying. For example, employees might explain that:

1. a medical condition renders them unable to perform the functions of their job;
2. they are pregnant;
3. they or a covered family member have been hospitalized overnight;
4. they or a covered family member are under the continuing care of a health care provider;
5. the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status; or
6. if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered

sufficient notice for FMLA/CFRA leave under this policy. Employees must respond to the Company's lawful questions to determine if absences are potentially FMLA/CFRA-qualifying.

If employees fail to explain the reasons for FMLA/CFRA leave, the leave may be denied. When employees seek leave due to FMLA/CFRA-qualifying reasons for which the Company has previously provided FMLA/CFRA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA/CFRA leave.

## **ii. Timing of Notice**

Employees must provide 30 days' advance notice of the need to take FMLA/CFRA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must notify the Company of the need for leave as soon as practicable under the circumstances. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA/CFRA notice obligations, may have FMLA/CFRA leave delayed or denied.

## **b. Cooperating in the Scheduling of Leave**

When planning medical treatment for themselves or family members or requesting to take leave on an intermittent or reduced schedule work basis, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt Company operations. Employees must consult with the Company prior to scheduling treatment in order to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the applicable health care provider. To the extent permitted by applicable law, when employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for employees or family members, including a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

## **c. Submit Initial Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA/CFRA leave sought, employees may be required to submit medical certifications supporting their need for FMLA/CFRA-qualifying leave. As described below, there generally are three types of FMLA/CFRA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the responsibility of employees to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA/CFRA medical certifications, they must provide the requested certifications within 15 calendar days after the request, unless it is not practicable to do so despite diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide them at least seven (7) calendar days to address deficiencies. The Company will delay or deny FMLA/CFRA leave to employees who fail to address deficiencies or otherwise fail to submit requested medical certifications in a timely manner.

The Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate a medical certification.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely,

complete and/or sufficient FMLA/CFRA medical certifications.

#### **i. Initial Medical Certifications**

Employees requesting leave because of their own or a covered family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins.

If the Company has reason to doubt the validity of an initial medical certification regarding the employee's own serious health condition, it may require the employee to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require the employee to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee. The Company will reimburse employees for any reasonable "out of pocket" travel expenses incurred to obtain second or third medical opinions.

#### **ii. Medical Recertifications**

Depending on the circumstances and duration of FMLA/CFRA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification. In cases of leave that qualifies under CFRA, recertification will be requested only when the original certification has expired and additional leave is requested.

#### **iii. Return to Work Release**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA/CFRA leaves that were taken because of their own serious health conditions must provide the Company with a release to return to work from their healthcare provider stating they are able to resume work. Employees taking intermittent leave may be required to provide a return to work release for such absences up to once every 30 days if reasonable safety concerns exist regarding their ability to perform their duties. The Company may delay and/or deny job restoration until employees provide return to work releases.

#### **d. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require them to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service and, 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness as allowed by the FMLA only, the Company may require employees to obtain certifications completed by an

authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **e. Reporting Changes to Anticipated Return Date**

If the anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two (2) business days) of their changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

#### **f. Substitute Paid Leave for Unpaid FMLA Leave**

Employees are required to substitute accrued paid time while taking an unpaid FMLA/CFRA leave as follows:

- if the employee requests FMLA/PDL leave because of disability due to pregnancy, childbirth or related medical conditions (excluding absences for which they are receiving short-term disability benefits), they must first substitute any accrued paid sick leave for unpaid family/medical leave. Employees may make a written request to substitute accrued, unused vacation or other paid time off benefits for unpaid FMLA/PDL leave once their sick time is exhausted.
- if the employee requests FMLA/CFRA leave because of their own serious health condition (excluding absences for which they are receiving workers' compensation or short-term disability benefits), they must first substitute any accrued paid vacation, sick or other paid time off for unpaid family/medical leave.
- if the employee requests FMLA/CFRA leave to care for a covered family member with a serious health condition (excluding absences for which they are receiving Paid Family Leave benefits), they must first substitute any accrued paid vacation or other paid time off for unpaid family/medical leave. Once vacation or other paid time off is exhausted, upon their request, they can substitute paid sick leave for unpaid FMLA/CFRA leave to care for a covered family member with a serious health condition.
- if the employee requests FMLA/CFRA leave to bond with a newborn or newly placed child (excluding absences for which they are receiving Paid Family Leave benefits), they must first substitute any accrued paid vacation or other paid time off for unpaid leave.

For purposes of this substitution requirement, leave is not "unpaid" during any time for which the employee is receiving compensation from the State of California under its State Disability Insurance or Paid Family Leave programs or when receiving compensation from worker's compensation. Employees will not be required to use accrued paid leave hours during any time off under this policy for which they are receiving compensation under these programs. However, where applicable and permitted by law, they will be required to use paid leave accruals during any waiting periods applicable to these programs, and upon written request, the Company will allow them to use accrued paid time off to supplement any paid workers' compensation, disability or Paid Family Leave benefits.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of

FMLA/CFRA leaves and the paid time off runs concurrently with the FMLA/CFRA entitlement.

#### **g. Pay Employee's Share of Health Insurance Premiums**

As noted above, during FMLA/CFRA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. If paid leave is substituted for unpaid family/medical leave, the Company will deduct employees' shares of the health plan premium as a regular payroll deduction. If FMLA/CFRA leave is unpaid, employees must pay their portion of the premium through a method determined by the Company upon leave. The Company's obligation to maintain health care coverage ceases if the premium payment is more than 30 days late. If the payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

If employees do not return to work for at least 30 calendar days after the end of the leave period (unless they cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA/CFRA leave.

#### **I. Coordination of FMLA Leave with Other Leave Policies**

The FMLA and CFRA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA/CFRA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources Department.

#### **QUESTIONS AND/OR COMPLAINTS ABOUT FMLA/CFRA LEAVE**

If employees have questions regarding this policy, they should contact Human Resources Department. The Company is committed to complying with the FMLA and CFRA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and CFRA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources Department immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

#### **12-20. LEAVE FOR VICTIMS OF CRIME OR ABUSE (INCLUDING DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING)**

Employees who are victims of a crime or abuse, including domestic violence, sexual assault or stalking, may take unpaid leave for up to 12 weeks for the following reasons:

- to seek medical attention for injuries caused by crime or abuse;
- to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse;

- to obtain psychological counseling or mental health services related to an experience of crime or abuse; or
- to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Employees are covered as victims and entitled to leave under this policy if they are:

- a victim of stalking, domestic violence or sexual assault;
- a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or
- a person whose immediate family member is deceased as the direct result of a crime.

V.I.P. Mortgage, Inc. may require proof of the employee's participation in these activities. Whenever possible, employees must provide their supervisor reasonable notice before taking any time off under this policy.

Employees may substitute any accrued vacation, sick or other time off for the leave under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave" policy in this handbook.

No employees will be subject to discrimination or retaliation because of their status as a victim of a crime or abuse, including crime or abuse related to domestic violence, sexual assault or stalking. Victims of a crime or abuse, including crime or abuse related to domestic violence, sexual assault or stalking, may request other accommodations in the workplace such as implementation of safety measures.

## **12-21. TIME OFF FOR CRIME VICTIMS**

Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Employees must give their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to V.I.P. Mortgage, Inc. of the need for time off is not feasible. When advance notice is not feasible, the employee must provide the Company with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office or the victim/witness office that is advocating on behalf of the victim.

Employees may elect to use accrued paid vacation time, paid sick leave time or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

## **12-22. PREGNANCY DISABILITY LEAVE**

If employees are disabled by pregnancy, childbirth or related medical conditions, they are eligible to take a pregnancy disability leave (PDL). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the Company may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four (4) calendar months (one-third of a year or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the Company can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because of disability due to pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the employee will be provided with a medical certification form that the employee can take to the doctor.

As a condition of returning from pregnancy disability leave or transfer, the Company requires the



employee to obtain a release from a health care provider stating ability to resume the original job duties with or without reasonable accommodation.

PDL is unpaid. At the employee's option, the employee can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. V.I.P. Mortgage, Inc. requires, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in the Company's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Benefit continuation under PDL is distinct from benefit continuation for employees who also take birth bonding leave under the California Family Rights Act. Employees should make arrangements for payment of their share of the insurance premiums.

V.I.P. Mortgage, Inc. encourages employees to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave.

If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with the Company. Failure to notify the Company of their ability to return to work when it occurs or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the Company, unless employees are entitled to Family and Medical Leave or entitled to further leave pursuant to applicable law.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

Taking a PDL may affect some benefits and the employee's seniority date. The employee may request more information regarding eligibility for PDL and the impact of the leave on seniority and benefits.

Any request for leave after the disability has ended will be treated as a request for family care leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), if the employee is eligible for that type of leave. PDL runs concurrently with FMLA (but not CFRA). Employees should refer to the FMLA policy. Employees who are not eligible for leave under the CFRA or FMLA will have a request for additional leave treated as a request for disability accommodation.

## **12-23. TIME OFF FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS & EMERGENCY RESCUE PERSONNEL**

Employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel are permitted unpaid time off, not to exceed 14 days per calendar year, for the purpose of engaging in fire, law enforcement or emergency rescue training. If the employees request time off under the policy they must notify their direct supervisor immediately after the need for the leave becomes known.

## **12-24. ACKNOWLEDGEMENT AND RECEIPT OF CALIFORNIA: DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY**

V.I.P. Mortgage, Inc. does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or third party based on actual or perceived race, color, creed, religion, age, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), national origin, ancestry, marital status, protected medical condition as defined by state law (including cancer or genetic characteristics), physical or mental disability, military and veteran status, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment and retaliation.

Our management team is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

### **Discrimination Defined**

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

### **Harassment Defined**

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, an offensive or a hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion toward an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature. Sexual harassment includes unwelcome or unwanted conduct that is either of a sexual nature or directed at an individual because of that individual's sex when:

- submission to that conduct or to those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome or unwanted sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault and blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome or unwanted sexually related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Retaliation Defined**

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
- denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

**All discrimination, harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, a coworker, a client, a customer, a vendor or another third party.**

### **Reporting Procedures**

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment and retaliation. If the employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the Manager. (Phone numbers are available through the Company directory.) If this individual is the person toward whom the complaint is directed, the employee should contact any higher-level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, the Head of Human Resources should be contacted immediately. (Phone numbers are available through the Company directory.)

Every supervisor who learns of any employee's concern about conduct in violation of this policy,

whether in a formal complaint or informally, must immediately report the issues raised to the Head of Human Resources.

### **Investigation Procedures**

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or the Equal Employment Opportunity policy. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary, and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based on its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, who the Company determines has engaged in conduct that violates this policy will be subject to discipline up to and including termination.

### **Training**

All Employees are required to undergo harassment prevention training as required by applicable law. For more information about this training requirement, visit <https://www.dfeh.ca.gov/shpt/>.

### **Retaliation Prohibited**

In addition to being a violation of this policy, harassment, discrimination or retaliation also can be against the law. Employees who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Remember, the Company cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct they believe violates this policy.

I acknowledge that I have received, read, and understand V.I.P. Mortgage, Inc.'s Discrimination, Harassment, and Retaliation Prevention Policy. I agree to abide by and be bound by the rules, provisions and standards set forth in V.I.P. Mortgage, Inc.'s policy. I further acknowledge that V.I.P. Mortgage, Inc. reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment and Retaliation Prevention Policy at any time. I also acknowledge I have received the California Department of Fair Employment & Housing's brochure, Sexual Harassment, The Facts About Sexual Harassment (DFEH-185 brochure).

Your electronic signature will serve as your review and acknowledgement to the Non-Harassment Policy.

## **Section 13 - COLORADO ADDENDUM**

### **13-1. PREGNANCY ACCOMMODATIONS**

In compliance with Colorado law, V.I.P. Mortgage, Inc. will not discriminate against employees because of pregnancy, childbirth or related conditions. If employees request reasonable accommodation due to health conditions related to pregnancy or the physical recovery from childbirth, the Company will endeavor to provide a reasonable accommodation to enable applicants and employees to perform the essential functions of the job, unless the accommodation would impose an undue hardship on the operation of the business. The Company will engage in a timely, good faith, and interactive process with the employee to determine effective, reasonable accommodations for conditions related to pregnancy, physical recovery from childbirth or a related condition.

Reasonable accommodations may include, but are not limited to: more frequent or longer break periods; more frequent restroom, food and water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or hazardous position if available, with return to the current position after pregnancy; job restructuring; light duty, if available; assistance with manual labor; or modified work schedules.

The Company will not require employees affected by pregnancy, physical recovery from childbirth or a related condition to accept an accommodation that they choose not to accept if they did not request an accommodation or if the accommodation is not necessary for the employees to perform the essential functions of the job, nor will the Company require a pregnant employee to take leave if another reasonable accommodation is available which will permit the employee to continue working.

The Company reserves the right to require employees to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing a reasonable accommodation.

The Company will not take adverse action against pregnant employees who request or use a reasonable accommodation related to pregnancy, physical recovery from childbirth or a related condition. The Company will not deny employment opportunities to employees based on the need to make a reasonable accommodation related to pregnancy, physical recovery from childbirth or a related condition.

If employees have any questions about this policy or would like to request a reasonable accommodation, they should contact Human Resources Department.

### **13-2. OVERTIME**

Non-exempt Colorado employees are entitled to overtime pay at one and one-half times (1.5) their regular rate of pay for all hours worked in excess of 12 hours in a day, 12 hours consecutively (without regard to the starting and ending time of the workday), or 40 hours per workweek, whichever calculation results in the greater payment of wages. Time paid but not worked, such as sick time or paid time off (PTO), will not be counted as hours worked in calculating hours worked for purposes of determining if overtime pay is due.

Please review the Colorado Overtime and Minimum Pay Standards (COMPS) Order for information regarding your rights under Colorado law, available [here](#). The Head of Human Resources will provide an acknowledgment form to sign indicating you have received the COMPS Order.

### **13-3. PAID SICK LEAVE**

#### **Eligibility**

V.I.P. Mortgage, Inc. provides paid sick leave to eligible employees who do not accrue PTO. For employees who work in Colorado who are eligible for sick leave under the general paid Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid sick days policy and/or any other applicable sick time/leave law or ordinance.

#### **Accrual**

Employees begin accruing paid sick leave pursuant to this policy on January 1, 2021 or at the start of employment, whichever is later. Employees will accrue one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 48 hours each year.

Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick leave accrues based on that normal workweek.

For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

#### **Usage**

Employees may begin using accrued paid sick leave immediately. Paid sick leave may be used in hourly increments. Employees may not use more than 48 hours of accrued paid sick leave in any year.

Employees may use accrued paid sick leave for the following reasons:

1. mental or physical illness, injury or health condition that prevents the employee from working; the need to obtain a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or the need to obtain preventive medical care;
2. to care for a family member who has a mental or physical illness, injury or health condition; needs to obtain a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or needs to obtain preventive medical care;
3. the employee or a family member has been the victim of domestic abuse, sexual assault or harassment and the use of leave is to:
  - seek medical attention to recover from a mental or physical illness, injury or health condition caused by the domestic abuse, sexual assault or harassment;
  - obtain services from a victim services organization;
  - obtain mental health or other counseling;
  - seek relocation due to the domestic abuse, sexual assault or harassment; or
  - seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault or harassment;

4. due to a public health emergency, a public official has ordered closure of the employee's place of business or the school or place of care of the employee's child and the employee needs to be absent from work to care for the child.

For purposes of this policy, "family member" means a person who is related to the employee by blood, marriage, civil union or adoption; a child to whom the employee stands in loco parentis or a person who stood in loco parentis when the employee was a minor; or a person for whom the employee is responsible for providing or arranging health- or safety-related care.

Use of paid sick leave will not be conditioned upon the employee searching for or finding a replacement worker.

Unless advised otherwise, the Company will assume, subject to applicable law, that employees want to use available paid sick leave for reasons set forth above. Employees will be paid for such absences to the extent they have paid sick leave available.

### **Notice and Documentation**

Paid sick leave may be requested orally, in writing, electronically or by any other means acceptable to the Company. When possible, employees should include the expected duration of the absence. If the need is foreseeable employees must provide reasonable advance notice to Human Resources Department of the need to use accrued paid sick leave, and also make a reasonable effort to schedule the paid sick leave in a manner that does not unduly disrupt Company operations. Where the need is not foreseeable, employees should provide notice as early as practicable.

For paid sick leave of four (4) or more consecutive work days, the Company may require reasonable documentation that the paid sick leave was used for an authorized purpose. The Company will not require the disclosure of details relating to domestic violence, sexual assault or stalking or the details of the employee's or family member's health information as a condition of providing paid sick leave.

### **Payment**

Paid sick leave will be paid at the same hourly rate or salary and with the same benefits, including health care benefits, as the employee normally earns during hours worked. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Employees may carry over up to 48 hours of accrued, unused paid sick leave to the following calendar year. Accrued but unused paid sick leave will not be paid at separation.

### **Additional Public Health Emergency Paid Sick Leave**

In addition to accrued paid sick leave explained above, on the date a public health emergency is declared, the Company will supplement each employee's accrued paid sick leave as necessary to ensure that the employee may take paid sick leave as follows:

- employees who normally work 40 or more hours in a week may take at least 80 hours of paid sick leave in a public health emergency;
- employees who normally work fewer than 40 hours in a week may take at least the greater of either the amount of time the employee is scheduled to work in a 14-day period or the amount of time the employee actually works on average in a 14-day period.



The Company may count unused accrued paid sick leave, as explained above, toward the supplemental paid sick leave required for a public health emergency. Employees may use public health emergency paid sick leave until four (4) weeks after the official termination or suspension of the public health emergency. Employees may use public health emergency paid sick leave for the following absences related to a public health emergency:

1. to self-isolate and care for oneself when diagnosed with a communicable illness that is the cause of a public health emergency; self-isolate and care for oneself when experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek or obtain medical diagnosis, care or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek preventive care concerning a communicable illness that is the cause of a public health emergency;
2. to care for a family member who is self-isolating after being diagnosed with a communicable illness that is the cause of a public health emergency; is experiencing symptoms of a communicable illness that is the cause of a public health emergency; needs medical diagnosis, care or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; or is seeking preventive care concerning a communicable illness that is the cause of a public health emergency;
3. with respect to a communicable illness that is the cause of a public health emergency:
  - a local, state or federal public official or health authority having jurisdiction over the location in which the Company is located or the Company determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable illness or because the employee is exhibiting symptoms of the communicable illness, regardless of whether the employee has been diagnosed with the communicable illness; or
  - care of a family member after a local, state or federal public official or health authority, having jurisdiction over the location in which the family member's place of employment is located, or the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable illness, or because the family member is exhibiting symptoms of the communicable illness, regardless of whether the family member has been diagnosed with the communicable illness;
4. care of a child or other family member when the individual's child care provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed by a local, state or federal public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely;
5. inability to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of the public health emergency.

Employees must notify the Company of the need for public health emergency paid sick leave as soon as practicable when the need for paid sick leave is foreseeable and the Company's place of business has not been closed. Documentation is not required to take public health emergency paid sick leave.

Public health emergency paid sick leave in the amount described above may be taken once during

the entirety of a public health emergency even if such public health emergency is amended, extended, restated or prolonged.

### **Enforcement and Retaliation**

The Company cannot retaliate against employees for requesting or using paid sick leave and employees have the right to file a complaint with the Division of Labor Standards and Statistics in the Colorado Department of Labor and Employment or bring a civil action if paid sick leave is denied by the Company or the Company retaliates against employees for exercising their rights under applicable law.

If employees have any questions regarding this policy, they should contact Benefits Administrator.

## **Section 14 - GEORGIA ADDENDUM**

### **14-1. LACTATION ACCOMMODATIONS**

V.I.P. Mortgage, Inc. supports the legal right and necessity of employees who choose to express milk in the workplace. The Company promotes a breastfeeding-friendly work environment and supports lactating employees.

The Company will provide break time of reasonable duration to employees who wish to express breast milk at the worksite during working hours. Any break time provided under the law will be paid at the employee's regular rate of compensation.

The Company will provide the use of a private location, other than a restroom, for the employee to express milk in private at the worksite.

Employees can contact Benefits Administrator with questions regarding this policy.

## **Section 15 - HAWAII ADDENDUM**

### **15-1. PREGNANCY ACCOMMODATIONS**

V.I.P. Mortgage, Inc. will endeavor to make every reasonable accommodation to the needs of employees disabled due to pregnancy, childbirth or related medical conditions.

Reasonable accommodations may include, but are not limited to:

1. allowing time off from work for doctor's appointments;
2. allowing the pregnant employee to sit instead of stand while working;
3. excusing from or providing assistance for lifting tasks;
4. reassigning the pregnant employee to a light duty and/or other vacant position;
5. allowing more frequent breaks or rest periods; and
6. allowing the pregnant employee to take sick leave.

Employees disabled due to pregnancy, childbirth or related medical conditions will be granted an unpaid leave of absence for a reasonable period of time as determined by their job duties and physician. The employee must submit a physician's certificate in advance of the leave, setting forth the anticipated start and end dates for leave.

In order to return to work, a return to work certification is required. During leave, the employee may qualify for monetary short-term disability benefits or time off benefits to the same extent as any other employee. This leave runs concurrently with any applicable federal or state family and medical leave.

Leave under this policy runs concurrently with all other applicable Company leaves, to the extent permitted by applicable law. Health insurance benefits will continue during leave, subject to the terms of the health insurance plans.

The Company will not penalize employees because they require time away from work on account of a disability resulting from pregnancy, childbirth or related medical conditions.

If employees have any questions regarding this policy or if they wish to request an accommodation, they should contact Human Resources Department.

### **15-2. STATUTORY SHORT-TERM DISABILITY BENEFITS**

V.I.P. Mortgage, Inc. also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### 15-3. LEAVE FOR VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE

If employees or their minor child are victims of domestic or sexual abuse, the employee may be eligible for an unpaid leave of absence of up to 30 days per calendar year. The employee must have worked for V.I.P. Mortgage, Inc. for at least six (6) consecutive months to be eligible for leave under this policy and must have provided reasonable advance notice, if possible. For purposes of this policy, "minor child" includes a biological, adopted, foster or stepchild or any legal ward of the employee under the age of majority.

Leave under this policy is authorized to those who:

- seek medical attention for oneself or one's minor child to recover from physical or psychological injury or disability caused by domestic or sexual violence;
- obtain services from a victim services organization or victim advocacy organization, including:
  - any nonprofit organization providing assistance to or serving as advocates of victims of domestic or sexual violence;
  - any organization operating a shelter or providing professional counseling services for victims of domestic or sexual violence; or
  - any organization providing legal assistance to victims of domestic or sexual violence.
- obtain psychological or other counseling;
- temporarily or permanently relocate; or
- take legal action relating to or resulting from the domestic or sexual violence, or related legal action to enhance the health/safety of oneself, one's minor child or those who associate or work with the employee (e.g. to obtain restraining or injunctions).

The employee must use any other paid or unpaid leave that is applicable and available before taking leave under this policy; however, only 30 days of leave may be taken in total.

V.I.P. Mortgage, Inc. will keep confidential the basis for any requests for leave under this policy as required by law.

If the purpose of the leave is to seek medical attention to recover from physical or psychological injury or disability caused by domestic or sexual violence, when providing notice of leave, the employee also should provide medical certification from a health care provider estimating the number of leave days necessary and the estimated commencement and termination dates of leave required by the employee.

If the purpose of the leave is for non-medical reasons of not more than five (5) calendar days, when providing notice of leave, the employee should provide written, signed certification that they or their minor child is a victim of domestic or sexual violence and the leave is for one of the non-medical purposes provided in the policy. If the employee needs a non-medical leave in excess of five (5) days in a calendar year, they must provide certification in one (1) of the following manners:

- certified or exemplified restraining orders, injunctions against harassment and documents from criminal cases;
- documentation from a victim services organization or domestic or sexual violence program, agency or facility, including a shelter or safe house for victims of domestic or sexual violence;

or

- documentation from a medical professional, mental health care provider, attorney, advocate, social worker or member of the clergy from whom the employee or the employee's minor child has sought assistance in relation to the domestic or sexual violence.

Employees returning from leave under this policy will be reinstated to the same job or to a position of comparable status and pay.

## Section 16 - ILLINOIS ADDENDUM

### 16-1. PREGNANCY ACCOMMODATIONS

In compliance with Illinois law, V.I.P. Mortgage, Inc. will not discriminate against employees because of pregnancy; will engage in a timely, good faith, and meaningful exchange with employees affected by pregnancy, childbirth or related conditions; and will endeavor to provide a reasonable accommodation unless doing so will impose an undue hardship on the ordinary operation of the Company business.

Such accommodations include modifications or adjustments to the work environment or circumstances under which the employee's position is customarily performed, including but not limited to more frequent or longer bathroom, water intake, or rest breaks; private non-bathroom space for expressing breast milk and breastfeeding; seating accommodations or acquisition or modification of equipment; assistance with manual labor, light duty, or a temporary transfer to a less strenuous or non-hazardous position; job restructuring or a part-time or modified work schedule; appropriate adjustment or modifications of examinations or training materials; assignment to a vacant position; or providing leave to recover from childbirth or pregnancy.

Employees will not be required to accept an accommodation that they did not request or to which they did not agree, nor will they be forced to take leave if another reasonable accommodation is available.

The employee may be required to provide certification from a health care provider concerning the need for a reasonable accommodation to the same extent such a certification is required for other conditions related to a disability. A certification should include:

- medical justification for the requested accommodation(s);
- a description of the reasonable accommodation(s) medically advisable;
- the date the accommodation(s) became advisable; and
- the probable duration of the reasonable accommodation(s).

The Company will not deny employment opportunities or take adverse employment action against employees if such decision is based on the Company's need to make a reasonable accommodation, and the Company will not retaliate against employees who request an accommodation or otherwise exercise their rights under the Illinois Human Rights Act.

The Illinois Human Rights Act is enforced by the Illinois Department of Human Rights ("IDHR"). The charge process for violations of the law can be initiated by contacting the IDHR at any of the offices shown below or by completing the form at <https://www2.illinois.gov/DHR/Pages/default.aspx>.

Chicago Office

100 W. Randolph St.  
10th Floor

Intake Unit

Chicago, IL 60601

(312) 814-6200

Springfield Office

535 West Jefferson  
1st Floor

Intake Unit

Springfield, IL 62704

(217) 785-5100

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources Department.

## **16-2. DISCRIMINATION AND SEXUAL HARASSMENT NOTICE**

In compliance with the Illinois Human Rights Act ("Act"), all employees have the right to be free from unlawful discrimination or sexual harassment. This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation or any other protected class named in the Act. This applies to all employer actions, including hiring, promotion, discipline and discharge.

### **Reasonable Accommodation**

Employees also have the right to reasonable workplace accommodations based on pregnancy and disability. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled.

### **Retaliation**

It is also unlawful for employers to treat people differently because they have reported discrimination, participated in an investigation, or helped others exercise their right to complain about discrimination.

### **Reporting Procedures**

Aside from the internal complaint process at V.I.P. Mortgage, Inc., employees may choose to file a charge of discrimination or sexual harassment under the Act with the IDHR. The charge process for violations of the law can be initiated by completing the form at <https://www2.illinois.gov/DHR/Pages/default.aspx> or by contacting the IDHR at [IDHR.Intake@illinois.gov](mailto:IDHR.Intake@illinois.gov), or any of these offices:

Chicago Office  
100 W. Randolph St., 10th Floor  
Intake Unit  
Chicago, IL 60601  
(312) 814-6200  
(866) 740-3953 (TTY)  
(312) 814-6251 (Fax)

Springfield Office  
535 W. Jefferson Street, 1st Floor  
Intake Unit  
Springfield, IL 62702  
(217) 785-5100  
(866) 740-3953 (TTY)  
(217) 785-5106 (Fax)

Employees also can contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703.

## **16-3. LACTATION BREAKS**

V.I.P. Mortgage, Inc. provides employees who are nursing with reasonable break time to express breast milk after the birth of a child.

The break time provided must run concurrently with any other break time provided to employees but to the extent the lactation break does not occur during an otherwise unpaid break such time is paid.

The Company will make reasonable efforts to provide a private location in close proximity to the employee's work area. The Company will not retaliate against employees for exercising their rights



under this policy.

#### **16-4. JURY DUTY LEAVE**

V.I.P. Mortgage, Inc. realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of any request to perform jury duty as noted below and provide verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

The Company is not obligated to compensate employees for time taken off for jury duty. However, exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work due to jury service.

Employees summoned for jury duty must deliver a copy of the summons to the Company within 10 days of the date of issuance of the summons to the employee.

#### **16-5. WITNESS LEAVE**

Employees called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Employees attending judicial proceedings in response to a subpoena will not be disciplined for their absence.

#### **16-6. CHILD BEREAVEMENT LEAVE**

Employees who are eligible for leave under the federal Family and Medical Leave Act (FMLA) and who suffer the loss of a child may take up to two (2) weeks of unpaid leave for any or all of the following purposes:

- to attend the funeral or alternative to a funeral;
- to make arrangements necessitated by the death of the employee's child; or
- to grieve the death of the employee's child.

For purposes of this policy, "child" means the employee's son or daughter who is a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis.

Leave under this policy is only available to employees who have not exhausted their FMLA leave entitlement at the time bereavement leave is requested. In the event of the death of more than one

(1) child in a 12-month period, the employee may take up to a total of six (6) weeks of bereavement leave during the 12-month period. Bereavement leave must be completed within 60 days of the date on which the employee received notice of the death of the child.

The employee requesting leave under this policy generally must provide V.I.P. Mortgage, Inc. with at least 48 hours' advance notice of the intention to take bereavement leave, unless providing such notice is not reasonable and practicable under the circumstances.

Employees may elect to use available paid time off while taking leave under this policy.

The Company may require reasonable documentation in connection with leave taken under this policy.

Employees will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy or supporting the exercise of rights of another under this policy.

#### **16-7. VOTING LEAVE**

Employees who are eligible to vote in an election may request up to two (2) hours with pay to vote while polls are open.

Employees must notify V.I.P. Mortgage, Inc. of their intention to vote at least one (1) week prior to Election Day.

#### **16-8. VOLUNTARY EMERGENCY WORKERS LEAVE**

V.I.P. Mortgage, Inc. will not discharge employees who serve as volunteer emergency workers and are absent from or late to work due to their participation in an emergency situation. Volunteer emergency workers include volunteer firefighters, emergency medical technicians, ambulance drivers or attendants, first responders, members of county municipal emergency services and disaster agencies, and auxiliary policemen or deputies. Employees must make a reasonable effort to notify the Company that they may be absent from or late to work.

#### **16-9. LEAVE FOR DOMESTIC, SEXUAL AND GENDER VIOLENCE**

In accordance with the Illinois Victims' Economic Security and Safety Act, employees who are the victims of domestic violence, sexual violence or gender violence or who have family or household members who are the victims of domestic violence, sexual violence or gender violence, may be eligible for up to 12 weeks of unpaid leave within any 12-month period, and upon return will be restored to the same or an equivalent position.

Employees may elect to substitute any or all annual or vacation leave, personal leave and sick leave during the otherwise unpaid leave. This substitution of paid leave does not extend the total allowed leave period but runs concurrently with it. Leave under this policy also runs concurrently with Family and Medical Leave when the reason for the leave qualifies for Family and Medical Leave, such as for a serious health condition. In these situations, the leave does not extend any unpaid time available to the employee under Family and Medical Leave.

## Reasons for Leave

Eligible employees may take leave under this policy so that they or a member of their family or household may take part in one or more of the following actions:

- seek **medical attention** for or recover from physical or psychological injuries caused by domestic violence, sexual violence or gender violence;
- obtain services from a **victim's services** organization;
- obtain **psychological or other counseling**;
- participate in **safety planning**, including temporary or permanent relocation, or other actions to increase their physical safety or economic security; or
- seek **legal assistance** or remedies to ensure their health and safety.

## Notice of Need for Leave

Eligible employees must provide the Company with at least 48 hours advance notice of the need for leave, unless such notice is not practicable.

## Certification of the Need for Leave

To request leave, the employee must supply the Company with a sworn statement from the employee that the employee or a family or household member is a victim of domestic violence, sexual violence or gender violence and that leave is necessary for one of the reasons described above.

The employee seeking leave also must provide supporting documentation from one of the following sources:

- a victim's services organization;
- a member of the clergy;
- an attorney;
- a medical professional from which the employee or family or household member has sought assistance;
- a police report or court record; or
- any other corroborating evidence.

## Employee Benefits

During an approved leave, the Company will maintain the employee's health benefits as if the employee continued to be actively employed.

If paid time off is substituted for unpaid leave, the Company will deduct the employee's portion of the any applicable health plan premium as a regular payroll deduction.

If the employee's leave is unpaid, the employee must make arrangements with Human Resources Department prior to taking leave to pay their portion of any applicable health insurance premiums each month.

If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during the unpaid leave period, unless the employee cannot return to work

because of continuation, recurrence or onset of domestic violence, sexual violence or gender violence or other circumstances beyond the employee's control.

### **Intermittent and Reduced Schedule Leave**

Unpaid leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per work week or work day).

### **Periodic Reports**

During a leave, the employee must provide periodic reports (at least every 30 days) regarding the employee's status and any change in the employee's plans on returning to work.

## **16-10. SCHOOL VISITATION LEAVE**

Parents and guardians having custody of schoolchildren from kindergarten through Grade 12 are provided up to eight (8) hours per year of unpaid time off (not to exceed four (4) hours in any single day) to attend school conferences or classroom activities related to the child if the conference or classroom activities cannot be scheduled during nonwork hours. V.I.P. Mortgage, Inc. may require proof that the employee attended school conferences or classroom activities related to the child. Employees first must exhaust all accrued paid time off, then they may take unpaid time off for this purpose. However, employees will be given the opportunity to make up any lost work time. Seven (7) days' written notice (except in emergency situations when 24-hours' notice is sufficient) must be given to the supervisor or manager before taking any time off for school children. Employees must consult with the Company to schedule their leave so as not to unduly disrupt operations.

## **Section 17 - INDIANA ADDENDUM**

### **17-1. FAMILY MILITARY LEAVE**

Employees who have been employed by V.I.P. Mortgage, Inc. for at least 12 months, have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins, and are the spouse, parent, grandparent, child or sibling of an individual ordered to active duty, are eligible for an unpaid leave of absence for up to 10 days each calendar year.

Leave may be taken during any of the following periods:

- during the 30 days before active duty orders are in effect;
- during a period in which the military family member ordered to active duty is on leave while active duty orders are in effect;
- during the 30 days after the active duty orders are terminated.

Employees may elect to substitute any accrued paid time off (except for paid medical or sick leave) for leave provided under this policy. If applicable, health care benefits will be continued at the employee's expense during the period of leave.

Employees must provide written notice to the Company at least 30 days in advance; notice must include a copy of the active duty orders (if available) and an indication of the date the leave will begin. If the active duty orders are issued less than 30 days before the date the requested leave is to begin, written notice must be provided as soon as possible under such circumstances. The Company reserves the right to require verification of eligibility for this leave. Failure to provide such verification within a reasonable time after it was requested may result in the absence from employment being considered unexcused.

Upon returning from leave, in most cases the employee will be restored to the position they held before the leave began or to an equivalent position.

## **Section 18 - IOWA ADDENDUM**

### **18-1. PREGNANCY LEAVE**

Employees are entitled to an unpaid leave of absence of up to eight (8) weeks for any pregnancy-related disability. V.I.P. Mortgage, Inc. may require verification of disability. Timely notice of leave is required. Leave runs concurrently with any other leave provided by the Company. Employees may use accrued time off for this purpose.

## **Section 19 - MICHIGAN ADDENDUM**

### **19-1. SOCIAL SECURITY NUMBER PRIVACY ACT**

It is the policy of V.I.P. Mortgage, Inc. to ensure to the extent practicable the confidentiality of employees' Social Security Numbers in accordance with Michigan law.

The Company will not intentionally do any of the following acts which result in a prohibited disclosure of employees' Social Security Numbers. Violation of this policy will result in discipline up to and including discharge.

1. Publicly display more than four (4) sequential digits of a Social Security Number
2. Use more than four (4) sequential digits of a Social Security Number as a primary account number or use more than 4 sequential digits of a Social Security Number on any identification badge or card, membership card, permit or license, except where permitted by law.
3. Require employees to use or transmit more than four (4) sequential digits of their Social Security Numbers over the internet or on a computer system or network or to gain access to the internet, computer system or network unless the connection is secure or the transmission is encrypted. Similarly, the Company will not require employees to use or transmit more than four (4) sequential digits of their Social Security Numbers to gain access to the internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification or authentication device is also required.
4. Include more than four (4) sequential digits of Social Security Numbers on the outside of envelopes or packages or visible internal areas.
5. Include more than four (4) sequential digits of Social Security Numbers in documents or information mailed to individuals, except as permitted by law.

The Company limits access to Social Security Numbers to those employees and outside consultants whose job duties require that they use this information in connection with Company business. The individuals who have access to Social Security Numbers are those who work in the following areas:

Human Resources

Benefits Administration

Computer and Information Technology

Executive Management

Legal Department

Individuals who, though not employed by the Company provide legal, tax, benefits, management or other consulting services for the Company.

The Company will properly dispose of documents containing Social Security Numbers by ensuring that all such materials are shredded or otherwise destroyed prior to discarding such information. Data stored in electronic format will be rendered irretrievable before computers are discarded or destroyed.

## **19-2. VICTIMS OF CRIME LEAVE**

Employees who are a victim or victim's representative, called to serve as a witness in a judicial proceeding, must notify their supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Employees testifying as the victim or representative of a victim in a judicial proceeding will not be disciplined for their absence.



## **Section 20 - NEVADA ADDENDUM**

### **20-1. PREGNANCY ACCOMMODATIONS**

According to the Nevada Pregnant Workers' Fairness Act (effective October 1, 2017) (the "Act"), employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth or a related medical condition and are entitled to reasonable accommodation.

Under the Act, the Company may not:

- deny a reasonable accommodation to employees and applicants, upon request, for a condition related to pregnancy, childbirth or a related medical condition, unless an accommodation would impose an undue hardship on the business of the Company;
- take adverse employment actions against the employee or applicant based on a need for a reasonable accommodation;
- deny an employment opportunity to a qualified employee or applicant based on a need for a reasonable accommodation; and
- require the employee or applicant to accept an accommodation that the employee or applicant did not request or chooses not to accept or to take leave from employment if an accommodation is unavailable.

Reasonable accommodations may include, but are not limited to:

1. modifying equipment or providing different seating;
2. revising break schedules, which may include revising the frequency or duration of breaks;
3. providing space in an area other than a bathroom that may be used for expressing breast milk;
4. providing assistance with manual labor if the manual labor is incidental to the primary work duties of the employee;
5. authorizing light duty;
6. temporarily transferring the employee to a less strenuous or hazardous position; or
7. restructuring a position or providing a modified work schedule.

Under the Act, the Company may require the employee to submit written medical certification from the employee's physician substantiating the need for an accommodation because of pregnancy, childbirth or related medical conditions, and the specific accommodation recommended by the physician.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related condition or who has questions regarding this policy should contact Human Resources Department.

## **Section 21 - NEW HAMPSHIRE ADDENDUM**

### **21-1. PREGNANCY DISABILITY LEAVE**

Employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. A pregnancy disability leave begins when an employee is medically determined to be disabled and ends when the employee is medically determined to be able to return to work.

Employees may substitute available vacation, sick and other available paid time off during unpaid leave taken under this policy, but such substitution does not extend the maximum amount of leave time to which an employee is eligible under this policy. This leave will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable, and any other leave as permitted by applicable law.

During an approved pregnancy disability leave, the Company will maintain an employee's health insurance benefits under the same terms and conditions applicable to employees not on leave, provided that the employee continues regular employee contributions to these plans on a timely basis. An employee on pregnancy disability leave who is not eligible for FMLA leave or who has exhausted FMLA available leave weeks will be responsible for paying in advance each month the employee portion of the premiums of the employee's insurance coverage(s) and that of any dependents. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier(s) to allow coverage to be reinstated.

Paid time off does not continue to accrue during any unpaid leave of absence, and employees are not eligible for other employment-related benefits such as holiday, bereavement, jury duty, or other pay during the leave.

An employee who returns to work following an approved unpaid leave of absence will be considered as having had continuous employment for purposes of seniority and other benefits based upon years of service.

Employees are required to provide reasonable notice of the date on which leave will commence and the estimated duration of the leave. In addition, employees must provide medical certification of the need for pregnancy disability leave from their health care provider.

The taking of another job while on pregnancy disability leave or any other authorized leave of absence is prohibited except as authorized by the Company and/or if permitted by applicable law.

When an employee on an approved pregnancy disability leave is physically able to return to work, the employee will be reinstated to the employee's original job or a comparable position unless business necessity makes reinstatement impossible or unreasonable. If the employee fails to return to work on the first working day following the expiration of the leave, the employee will be considered to have voluntarily quit unless the Company has approved an extension of the leave or the employee's failure to return to work is approved by the Company.

Employees with questions concerning this policy should contact Benefits Administrator.

## **Section 22 - NEW MEXICO ADDENDUM**

### **22-1. PREGNANCY ACCOMMODATIONS**

In compliance with New Mexico Pregnant Worker Accommodation Act, V.I.P. Mortgage, Inc. will not discriminate against employees or job applicants in relation to pregnancy, childbirth and related conditions and will provide reasonable accommodation for conditions related to pregnancy, childbirth or a related condition.

#### **Reasonable Accommodations**

If employees or job applicants with a known limitation arising out of pregnancy, childbirth or a related condition make a request for reasonable accommodation, the Company will endeavor to grant the request unless the accommodation constitutes an undue hardship. Reasonable accommodations may include modification or adaptation of the work environment, work rules or job responsibilities for as long as necessary to enable employees with limitations due to pregnancy, childbirth or a related condition to perform the job that does not impose an undue hardship on the Company. The Company will not require employees to take paid or unpaid leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth or related condition.

Further, the Company will not refuse to hire, discharge, refuse to promote, demote or discriminate in matters of compensation or leave or terms, conditions or privileges of employment against any person otherwise qualified for employment on the basis of that person's pregnancy or childbirth or a related condition, including failing to treat employees or job applicants affected by pregnancy, childbirth or a related condition in the same manner as other persons similar in ability to work for all employment-related purposes, including receipt of benefits under fringe benefit programs, unless based on a bona fide occupational qualification.

Additionally, the Company will not print or circulate any statement, advertisement or publication; use any form of application for employment; or make any inquiry regarding prospective employment that expresses, directly or indirectly, any limitation, specification or discrimination as to pregnancy, childbirth or a related condition, unless based on a bona fide occupational qualification. The Company will not refuse to list, properly classify for employment or refer a person for employment in a known available job for which the person is otherwise qualified on the basis of the person's pregnancy, childbirth or related condition, unless based on a bona fide occupational qualification.

The Company reserves the right to require employees to provide medical certification concerning the need for reasonable accommodation consistent with the Company's requests for certification of other temporary disabilities.

The Company will not discharge, demote, deny promotion to or in any other way discriminate against employees in the terms or conditions of employment in retaliation for the person asserting a claim or right pursuant to the Pregnant Worker Accommodation Act, for assisting another person to assert a claim or right pursuant to the Pregnant Worker Accommodation Act, or for informing another person about employment rights or other rights provided by law. A person claiming to be aggrieved by an unlawful discriminatory practice in violation of the Pregnant Worker Accommodation Act may seek relief under the Human Rights Act.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Benefits Administrator.

## **Section 23 - NORTH CAROLINA ADDENDUM**

### **23-1. SCHOOL ATTENDANCE LEAVE**

V.I.P. Mortgage, Inc. will grant employees who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 12-month period to participate in activities at their children's school. Forty-eight hours' written advance notice is required. The leave shall occur at a time mutually agreed upon by the employee and the Company. The Company may require verification of the employee's participation in the school activities. Employees must first use accrued paid time off for this purpose.

## **Section 24 - OREGON ADDENDUM**

### **24-1. WORKPLACE ACCOMMODATIONS**

V.I.P. Mortgage, Inc. is an equal opportunity employer and does not discriminate on the basis of race, religion, color, sex, age, national origin, disability, veteran status, sexual orientation, gender identity, gender expression or any other classification protected by law.

The Company will make reasonable accommodations for known physical or mental disabilities of an applicant or employees as well as known limitations related to pregnancy, childbirth or a related medical condition, such as lactation, unless the accommodation would cause an undue hardship.

Among other possibilities, reasonable accommodations could include:

- acquisition or modification of equipment or devices;
- more frequent or longer break periods or periodic rest;
- assistance with manual labor; or
- modification of work schedules or job assignments.

Employees and job applicants have a right to be free from unlawful discrimination and retaliation.

For this reason, the Company will not:

- deny employment opportunities on the basis of a need for reasonable accommodation;
- deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship;
- take an adverse employment action, discriminate or retaliate because the applicant or employee has inquired about, requested or used a reasonable accommodation;
- require an applicant or employee to accept an accommodation that is unnecessary; or
- require the employee to take family leave or any other leave, if the Company can make reasonable accommodation instead.

Any employee who has questions about the policy or who would like to request an accommodation due to physical or mental disabilities, pregnancy, childbirth or a related medical condition should contact Human Resources Department. If that person is unavailable, please contact the Head of Human Resources or the President.

### **24-2. NON-HARASSMENT AND DISCRIMINATION**

It is V.I.P. Mortgage, Inc.'s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic

information, expunged juvenile record, or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the Company.

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;

5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

## **Sexual Assault Defined**

Sexual assault, defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation, also is specifically prohibited.

Any discrimination, harassment or retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party.

## **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Manager. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources Department. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

All employees are encouraged to document any incidents involving discrimination, harassment and sexual assault as soon as possible.

## **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

## **Nondisclosure and Nondisparagement Agreements**

The Company may not require or coerce employees to enter into a nondisclosure or nondisparagement agreement concerning harassment, discrimination or sexual assault. A nondisclosure agreement is an agreement wherein a party agrees to not share information with others regarding the subject of the agreement. A nondisparagement agreement is an agreement wherein a party agrees not to criticize or bring negative attention to the other party.

Employees may voluntarily choose to enter into an agreement regarding harassment, discrimination or sexual assault that contains a nondisclosure agreement, nondisparagement agreement or an agreement prohibiting the employee from seeking reemployment with the Company, and the employee will have seven (7) days to revoke the agreement after it has been executed.



## **Time Period To Bring a Legal Claim**

Under Oregon law, an individual has five (5) years from the date of an act of unlawful harassment or discrimination to file a claim. This time period applies to acts of unlawful harassment or discrimination occurring on or after September 29, 2020. An individual has one (1) year to file a claim regarding acts of unlawful harassment or discrimination occurring before these dates.

## **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

## **24-3. SICK TIME**

### **Eligibility**

V.I.P. Mortgage, Inc. provides paid sick time to eligible employees who work in Oregon and do not participate in PTO accruals. For employees whose primary place of work is in Oregon and who are eligible for sick time under the general Paid Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Days policy and/or any other applicable sick time/leave law or ordinance.

### **Accrual**

Employees begin accruing paid sick time pursuant to this policy at the start of employment. Eligible employees accrue one-and-one-third (1-1/3) hours of paid sick time for every 40 hours worked, up to a maximum accrual of 40 hours each year. Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Employees will be notified in writing at least quarterly of the amount of accrued and unused sick time available for use by the employee.

### **Usage**

Employees may begin using accrued paid sick time on the 91st calendar day of employment. Paid sick time may be used in hourly increments. The employee may not use more than 40 hours of accrued paid sick time in any year.

The employee may use paid sick time for the following reasons:

1. for the employee's or a family member's (spouse, same-gender domestic partner, custodial, non-custodial, in loco parentis, adoptive, foster, biological or step parent, parent-in-law, parent

of a same-gender domestic partner, grandparent, grandchild, biological, adopted, foster, or stepchild, whether a minor, an adult or child of a same-gender domestic partner) mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;

2. for any covered purpose under the Oregon Family Leave Act:
  - a. to recover from or seek treatment for a serious health condition, as defined under Oregon law, that renders the employee unable to perform at least one of the essential functions of his or her regular position;
  - b. to care for a family member with a serious health condition, as defined under Oregon law;
  - c. to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability;
  - d. to care for a child who is suffering from an illness, injury or condition that is not a serious health condition but that requires home care; or
  - e. for bereavement purposes, e.g., to deal with the death of a family member by attending a funeral (or alternative to a funeral), making related arrangements or grieving, within 60 days of the date on which the employee received notice of the death of the family member; or
3. for reasons relating to domestic violence, harassment, sexual assault or stalking of the employee or the employee's minor child or dependent in accordance with Oregon law, such as:
  - a. to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other related civil or criminal legal proceedings;
  - b. to seek medical treatment for or to recover from related injuries;
  - c. to obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental health professional;
  - d. to obtain services from a victim services provider; or
  - e. to relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent; or
4. in the event of a public health emergency, which includes, but is not limited to:
  - a. closure of the employee's place of business or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
  - b. a determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
  - c. the exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

Paid sick time will run concurrently with any applicable law for which the employee qualifies, including the Oregon Family Leave Act (reason 2 above) and the Oregon leave law for victims of domestic violence, harassment, sexual assault or stalking (reason 3 above).

Unless the employee advises the Company otherwise, the Company will assume, subject to applicable law, that employees want to use available paid sick leave for absences due to reasons set forth above and employees will be paid for such absences to the extent they have leave available.

### **Notice and Documentation**

For foreseeable absences, employees must comply with the Company's usual and customary notice and procedural requirements when requesting time off pursuant to this policy. Employees must make a reasonable attempt to schedule the use of paid sick time in a manner that does not unduly disrupt the Company's operations. If possible, employees must include the anticipated duration of their absence when requesting paid sick time and must inform the Company of any change in the expected duration of the absence. If the need to use paid sick time is unforeseeable (such as a sudden illness, an emergency, or an accident), notice to Human Resources Department is required before the start of the employee's shift or, when circumstances prevent such notice, as soon as practicable.

If the employee takes more than three (3) consecutively scheduled workdays of paid sick time for reasons 1 through 3 above, documentation of the need for the paid sick time may be required in the form of verification from a health care provider or certification such as:

- a copy of a police report indicating that the employee or the employee's minor child or dependent was a victim of domestic violence, harassment, sexual assault or stalking;
- a copy of a protective order or other evidence from a court, administrative agency or attorney that the employee appeared in or was preparing for a civil, criminal or administrative proceeding related to domestic violence, harassment, sexual assault or stalking; or
- documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy or victim services provider that the employee or the employee's minor child or dependent was undergoing treatment or counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault or stalking.

If foreseeable paid sick time is projected to last more than three (3) scheduled work days, the verification/certification which may be requested above should be provided before the sick time commences or as soon as otherwise practicable. If the employee needs to take paid sick time but was not able to provide prior notice, medical verification permitted under this policy must be provided to the Company within 15 calendar days of the request for such verification. Certification for paid sick time used for reason 3 (above) must be provided within a reasonable time after the request for such certification.

Additionally, if the employee is suspected of abusing this policy, the Company may require verification from a health care provider, regardless of whether the employee has used paid sick time for more than three (3) consecutive days. Conduct that may indicate a pattern of abuse under this policy includes, but is not limited to, repeated uses of unscheduled paid sick time on or adjacent to weekends, holidays, vacation days or payday.

### **Payment**

Sick time will be paid at the regular hourly rate that the employee earns for the workweek in which sick time was used, which will be no less than the applicable minimum wage rate. The Company reserves the right to delay payment for paid sick leave if the employee fails to provide verification or

certification within the required timeframe. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Up to 40 hours of accrued, unused paid sick time under this policy can be carried over to the following year. Accrued but unused paid sick time under this policy will not be paid at separation.

### **Enforcement and Retaliation**

The Company will not deny, interfere with, restrain or fail to pay for sick time to which the employee is entitled pursuant to this policy and/or applicable law, or retaliate or discriminate against the employee who requests or takes time off pursuant to this policy or participates in any manner in an investigation, proceeding, or hearing related to this policy and/or applicable law. Employees may file a complaint with the Commissioner of the Bureau of Labor and Industries.

If employees have any questions regarding this policy, they should contact Benefits Administrator.

## **24-4. LACTATION BREAKS**

Subject to certain exceptions, employees who are nursing may take a reasonable rest period to express milk each time they have a need to express milk for their child who is 18 months of age or younger. The employee will, if feasible, take the rest periods to express milk at the same time as the rest periods or meal periods that are otherwise provided to the employee. V.I.P. Mortgage, Inc. will make reasonable efforts to provide a location, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk in private. Employees will not be retaliated against for exercising their rights under this policy.

## **24-5. BONE MARROW DONATION LEAVE**

Employees who work 20 or more hours per week are entitled to up to 40 hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.

## **24-6. FAMILY AND MEDICAL LEAVE**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Oregon Family Leave Act ("OFLA"). This policy provides employees information concerning FMLA and OFLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with OFLA and any other leave provided under state or local law. If employees have any questions concerning FMLA leave, they should contact Human Resources Department.

### **I. Eligibility**

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the

12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

OFLA leave is available to "OFLA eligible employees." To be an "OFLA eligible employee," the employees must: 1) have been employed by the Company for at least 180 days immediately preceding the day the leave begins; 2) have worked an average of at least 25 hours per week during that 180-day period (unless the leave is to care for a newborn child or newly placed foster or adopted child, in which case the weekly hour requirement is inapplicable); and 3) be employed by an employer with at least 25 employees in Oregon (including part-time employees and employees on leave) during each working day of 20 or more calendar workweeks in the year in which the leave will be taken, or in the preceding year.

## II. Entitlements

The FMLA and OFLA provide eligible employees with a right to leave, health insurance benefits (FMLA only) and, with some limited exceptions, job restoration.

### A. Basic FMLA and OFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The OFLA generally provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. It is the Company's policy to provide the greater leave benefit provided under the FMLA or OFLA and to run leave concurrently under the FMLA and OFLA whenever possible. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care (parental leave);
- To care for the employee's spouse (or same sex domestic partner - OFLA only), son, daughter (child does not have to be under 18 - OFLA only), or parent (or parent-in-law- OFLA only), or grandchild or grandparent (OFLA only) who has a **serious health condition**;
- To care for the employee's child or same-sex domestic partner's child with an illness or injury that requires home care but is not a serious health condition (sick child leave) (OFLA only);
- To deal with the death of a family member by attending the funeral (or alternative) of the family member; making arrangements necessitated by the death of a family member; or grieving the death of a family member (OFLA only);
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

The OFLA has special rules that impact the amount of leave an eligible employee may take in the

applicable 12 month period. Eligible employees under the OFLA may take more than 12 weeks of OFLA leave during the 12 month period in the following situations: (1) 12 weeks of parental leave and up to an additional 12 weeks of sick child leave, unless another family member is available to care for the child and (2) eligible female employees can take up to an additional 12 weeks of leave if they are disabled by pregnancy or childbirth. In addition, absences due to compensable work-related injuries or illnesses under the Oregon Workers' Compensation Law are not counted under an eligible employee's OFLA 12 week leave entitlement. An eligible employee is entitled to take a maximum of two weeks of leave per death of a family member, up to a maximum of 12 weeks per leave year. The leave must be completed within 60 days after the date on which the employee receives notice of the death of the family member.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

## **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

## **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or OFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

#### **D. No Work While on Leave**

The taking of another job while on FMLA/OFLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

#### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

#### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of OFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under the OFLA.

#### **G. Notice of Eligibility for, and Designation of, FMLA and OFLA Leave**

Employees requesting FMLA and/or OFLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA/OFLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or OFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA/OFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA/OFLA leave.

### **III. employee FMLA and/or OFLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Employees who wish to take FMLA and/or OFLA leave must promptly notify the Company of their need for FMLA and/or OFLA leave. The following describes the content and timing of such employee notices.

## **1. Content of Employee Notice**

To trigger FMLA and/or OFLA leave protections, employees must inform Human Resources Department of the need for FMLA/OFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or OFLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/OFLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member (including domestic partner, parent-in-law, grandparent or grandchild under OFLA) are under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country(FMLA only); or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA and/or OFLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or OFLA notice obligations, may have FMLA and/or OFLA leave delayed or denied, to the extent permitted by applicable law.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.



When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

#### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and

the employee.

## **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

## **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA and/or OFLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA and/or OFLA leave and the paid time will run concurrently with the employee's FMLA and/or OFLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA and/or OFLA leave entitlement.

### **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other

arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

#### **IV. Coordination of FMLA/OFLA Leave with Other Leave Policies**

The FMLA and OFLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with OFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources Department.

#### **V. Questions and/or Complaints about FMLA/OFLA Leave**

If employees have questions regarding this FMLA/OFLA policy, they should contact Human Resources Department. The Company is committed to complying with the FMLA/OFLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/OFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources Department immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

### **24-7. DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING LEAVE**

Employees who are victims of domestic violence, sexual assault or stalking, or are the parent or guardian of a minor child or dependent who is a victim, may take reasonable, unpaid time off from work to deal with the violence.

The leave can be used for any of the following reasons:

- to obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent; or
- to seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault or stalking of the eligible employee or the employee's minor child or dependent;
- to obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, sexual assault or stalking;
- to relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent; or

- to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for, and participating in, protective order proceedings or other civil or criminal legal proceedings related to domestic violence, sexual assault or stalking;

Employees will not be compensated for time away from work for purposes related to domestic violence, sexual assault or stalking, but may use available vacation and personal time to cover the period of absence.

Employees must give reasonable notice of their intention to take time off from work, unless giving such notice is not feasible. Leave may be limited where it creates an undue hardship on the Company's business.

The Company may require certification that the employee or employee's minor child or dependent is a victim of domestic violence, sexual assault or stalking, and that the leave was taken for purposes allowed under the law.

Employees also may request a reasonable safety accommodation if they are a victim of domestic violence, sexual assault or stalking, or are the parent or guardian of a minor child or dependent who is a victim.

#### **24-8. VICTIMS OF CRIME**

Employees who are victims of a crime or whose family members are crime victims may take reasonable, unpaid time off from work to attend criminal proceedings. To be eligible for the leave, the employee must work for an employer with six (6) or more employees and have worked for more than 25 hours a week for at least 180 days prior to the leave.

Employees will not be compensated for crime victim leave, but may use available vacation and personal time to cover the period of absence.

Employees must give reasonable notice of their intention to take crime victim leave and must provide copies of notices of scheduled criminal proceedings. Leave may be limited where it creates an undue hardship on V.I.P. Mortgage, Inc.'s business.

#### **24-9. RECEIPT OF NON-HARASSMENT POLICY**

It is V.I.P. Mortgage, Inc.'s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, expunged juvenile record, or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the Company.

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on

Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;

11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

## **Sexual Assault Defined**

Sexual assault, defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation, also is specifically prohibited.

Any discrimination, harassment or retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party.

## **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Manager. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources Department. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

All employees are encouraged to document any incidents involving discrimination, harassment and sexual assault as soon as possible.

## **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

## **Nondisclosure and Nondisparagement Agreements**

The Company may not require or coerce employees to enter into a nondisclosure or nondisparagement agreement concerning harassment, discrimination or sexual assault. A nondisclosure agreement is an agreement wherein a party agrees to not share information with others regarding the subject of the agreement. A nondisparagement agreement is an agreement wherein a party agrees not to criticize or bring negative attention to the other party.

Employees may voluntarily choose to enter into an agreement regarding harassment, discrimination or sexual assault that contains a nondisclosure agreement, nondisparagement agreement or an agreement prohibiting the employee from seeking reemployment with the Company, and the employee will have seven (7) days to revoke the agreement after it has been executed.

## **Time Period To Bring a Legal Claim**

Under Oregon law, an individual has five (5) years from the date of an act of unlawful harassment or discrimination to file a claim. This time period applies to acts of unlawful harassment or discrimination occurring on or after September 29, 2020. An individual has one (1) year to file a claim

regarding acts of unlawful harassment or discrimination occurring before these dates.

### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

Your electronic signature will serve as your review and acknowledgement of the Non-Harassment Policy.

## **Section 25 - WASHINGTON ADDENDUM**

### **25-1. PREGNANCY ACCOMMODATIONS**

In compliance with Washington law, V.I.P. Mortgage, Inc. will not discriminate against the employee in relation to pregnancy and pregnancy-related health conditions. The Company will endeavor to provide reasonable accommodations for conditions related to pregnancy and pregnancy-related health conditions, including the need to express breast milk. Reasonable accommodations include:

1. providing more frequent, longer or flexible restroom breaks;
2. modifying a no food or drink policy;
3. job restructuring, part-time or modified work schedules, reassignment to a vacant position or acquiring or modifying equipment, devices or the employee's work station;
4. providing seating or allowing the employee to sit more often if the employee's job requires the employee to stand;
5. providing for a temporary transfer to a less strenuous or less hazardous position;
6. providing assistance with manual labor and limits on lifting;
7. scheduling flexibility for prenatal visits;
8. providing reasonable break time for an employee to express breast milk each time the employee needs to express the milk and providing a private location, other than a bathroom; and
9. any further pregnancy accommodation the employee may request, and to which the Company must give reasonable consideration in consultation with information provided on pregnancy accommodation by the Washington Department of Labor and Industries or the attending health care provider of the employee.

The Company may request that the employee provide a written certification from the employee's treating health care professional regarding the need for reasonable accommodation except for accommodations listed in points 1, 2, 4, and 8 above or limits on lifting in point 6 of more than 17 pounds. The employer may refuse accommodations listed in points 3, 5, 6 (for lifting, only if involves 17 pounds or less), 7, 8, and 9 if the accommodation would pose an undue hardship on the Company's program, enterprise or business.

The Company is not required to create additional employment that would not otherwise have been created or discharge any employee, transfer any employee with more seniority or promote any employee who is not qualified to perform the job, unless the Company does so or would do so for other classes of employees who need accommodation.

The Company will not take adverse action against the employee who requests, declines or uses an accommodation under this policy. Further, the Company will not deny employment opportunities to an otherwise qualified employee or prospective employee if such denial is based on the Company's need to reasonably accommodate the employee's or prospective employee's condition related to pregnancy, childbirth or a related medical condition. Additionally, the Company will not require the employee to take leave if another reasonable accommodation can be provided for the employee's pregnancy and pregnancy-related health conditions.



If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Human Resources Department.

## **25-2. PAID SICK LEAVE**

### **Eligibility**

The Company provides paid sick leave to eligible non-exempt employees who work in Washington and do not accrue PTO. For non-exempt employees who work in Washington who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

### **Accrual**

Employees begin accruing paid sick leave pursuant to this policy on January 1, 2018 or at the start of employment, whichever is later. Employees accrue one (1) hour for every 40 hours worked. For purposes of this policy, the accrual period is the consecutive 12-month period beginning on January 1 and ending on December 31.

### **Usage**

Employees may use paid sick leave beginning on the 90th calendar day of employment. Paid sick leave must be used in 1 hour intervals.

Employees may use paid sick leave for absences due to:

- an absence resulting from the employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or the employee's need for preventive medical care;
- to allow the employee to provide care for a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care;
- when the employee's place of business has been closed by order of a public official for any health-related reason or when the employee's child's school or place of care has been closed for such a reason; or
- an absence covered under Washington's Domestic Violence Leave Act, as addressed further within the Leave for Victims of Domestic Violence.

For purposes of this policy, family member includes:

- a child, including a biological child, adopted child, foster child, stepchild; or a child to whom the employee stands in loco parentis, is a legal guardian of, or is a de facto parent, regardless of age or dependency status;
- a parent, including a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

- a spouse;
- a registered domestic partner;
- a grandparent;
- a grandchild; or
- a sibling.

The employee's use of paid sick leave will not be conditioned upon searching for or finding a replacement worker.

Unless advised otherwise by the employee, the Company will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

The Company may withhold payment of paid sick leave hours where the employee is demonstrated to have used paid sick leave for an uncovered purpose, however, their available paid sick leave hours will not be deducted.

Employees will be notified of their available paid sick leave on each itemized wage statement.

### **Notice and Documentation**

Employees are required to give reasonable notice of an absence from work. Employees should make a reasonable effort to schedule the use of paid sick time in a manner that does not unduly disrupt the Company's operations. Requests to use earned paid leave time may be made orally, in writing, or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the employee's absence. When the use of paid sick leave is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to Human Resources Department at least 10 days in advance of the use of the paid sick leave or as soon as practicable. When the use of earned sick time is not foreseeable, the employee is required to provide notice to Human Resources Department as soon as possible before the start of their workday or as soon as practicable under the circumstances. In the event it is impracticable for the employee to provide notice, a person may provide notice on the employee's behalf.

For paid sick leave of more than three (3) consecutive work days, the Company requires documentation verifying that the employee's use of paid sick leave is for an authorized purpose. Documentation must be provided within a reasonable time period during or after the leave. Documentation should not explain the nature of the employee's or a family member's health condition or the details of the domestic violence, sexual violence, abuse or stalking. Employees have the right to assert that the verification requirement results in an unreasonable burden or expenses on the employee. If the employee anticipates that the requirement will result in an unreasonable burden or expense, the employee may provide an oral or written explanation to Human Resources Department which asserts that the employee's use of paid sick leave was for a covered purpose and how the verification requirement creates an unreasonable burden or expense on the employee.

### **Payment**

Paid sick leave will be paid at the same hourly rate the employee earns from their employment at the time the employee uses such time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

## **Carryover and Payout**

The employee may carry over up to 40 hours of accrued, unused paid sick leave to the following calendar year. Unused paid sick leave will not be paid at separation.

## **Enforcement and Retaliation**

Retaliation or discrimination against the employee who requests paid sick days or uses paid sick days or both is prohibited, and employees may file a complaint with the Washington State Department of Labor & Industries against an employer who retaliates or discriminates against the employee.

Questions about rights and responsibilities under the law can be answered by Benefits Administrator.

## **25-3. PAID FAMILY AND MEDICAL LEAVE**

### **Eligibility**

Employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) are eligible to apply for paid medical leave or paid family leave (collectively PFML). "Qualifying period" means the first four (4) of the last five (5) completed calendar quarters or, if eligibility is not established, the last four (4) completed calendar quarters immediately preceding the application for PFML. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work.

### **Entitlement**

PFML is available to eligible employees for up to 12 weeks within any 52 consecutive week period. PFML may be used:

- to participate in providing care, including physical or psychological care, for a family member (child, grandchild, grandparent, parent, sibling, spouse, child's spouse or state registered domestic partner, or anyone who has an expectation to rely on the employee for care, whether living in the same household or not) with a serious health condition;
- to bond with the employee's child after the child's birth or after the placement of a child under the age of 18 with the employee;
- because of any qualifying military exigency as permitted under the federal Family and Medical Leave Act (FMLA) for the employee's family member (child, grandchild, grandparent, parent, sibling, spouse, child's spouse or state registered domestic partner of an employee); or
- because of the employee's own serious health condition.

For purposes of the above, unless the context clearly requires otherwise, "child" includes: biological, adopted or foster child; a stepchild or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent regardless of age or dependency status. "Parent" includes biological, adoptive, de facto or foster parent, stepparent or legal guardian of the employee or the employee's spouse or state registered domestic partner or an individual who stood in loco parentis to the employee when the employee was a child.

Qualifying military exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

If the employee faces multiple events in a year, the employee may be eligible to receive up to 16 weeks, and up to 18 weeks if the employee experiences a serious health condition during pregnancy that results in incapacity.

Leave to care for the employee's child after birth, or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement. Leave for any other reason must be taken within one (1) year of the date of which the employee filed an application for the benefits.

These benefits are financed through both employee and V.I.P. Mortgage, Inc. contributions to the PFML program. The program is administered by the Washington Employment Security Department (ESD). The Company will calculate and withhold premiums from employees' paychecks and send both employees' shares and the Company's share, if applicable, to ESD on a quarterly basis.

While on PFML, employees are entitled to partial wage replacement at a portion of their average weekly pay. There is a waiting period of up to seven (7) consecutive calendar days of leave, but employees may use any paid time off (including vacation leave, personal leave, medical leave, sick leave, compensatory leave or any other paid leave offered under the Company's established policy) to receive compensation during that waiting period. No waiting period is required where leave is for the birth or placement of a child or for a military exigency.

If the employee's average weekly wage is 50 percent or less of the state average weekly wage, the employee's weekly benefit is 90 percent of the average weekly wage. If the employee's weekly benefit is greater than 50 percent of the of the state average weekly wage, the weekly benefit is the sum of:

- 90 percent of 50 percent of the state average weekly wage; and
- 50 percent of the employee's average weekly wage that is greater than 50 percent of the state average weekly wage.

The ESD sets the maximum weekly benefit for PFML, and it will be adjusted effective January 1 of each subsequent year as determined by the state based on 90 percent of the state's average weekly wage. Employees will be paid benefits directly by ESD rather than by the Company.

In any week in which the employee is eligible to receive benefits under Title 50 (unemployment compensation) or certain provisions of Title 51 (industrial insurance) of the Revised Code of Washington, or any other applicable federal unemployment compensation, industrial insurance or disability insurance laws, the employee is disqualified from receiving PFML.

### **Definition of a Serious Health Condition**

A serious health condition is an illness, injury, impairment or physical or mental condition that involves: inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may include, but is not limited to:

- a period of incapacity of more than three (3) consecutive, full calendar days, and any

- subsequent treatment or period of incapacity relating to the same condition;
- any period of incapacity due to pregnancy, or for prenatal care;
- any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or
- any period of absence to receive multiple treatments, including any period of recovery from the treatments, by a healthcare provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for: restorative surgery after an accident or other injury; or a condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, or kidney disease.

## **Use of PFML**

Employees do not need to use PFML in one block. PFML can be taken intermittently in minimum increments of eight (8) consecutive hours. PFML taken on an intermittent basis will not result in a reduction of the total amount of PFML to which the employee is entitled beyond the amount of PFML actually taken.

## **Employee Notice**

Employees must provide the Company at least 30 days' written notice before PFML is to begin if the need for PFML is foreseeable based on an expected birth, placement of a child or planned medical treatment for a serious health condition. Employees must provide the Company written notice as soon as is practicable when 30 days' notice is not possible, such as because of a lack of knowledge of approximately when PFML will be required to begin, a change in circumstances or a medical emergency. Employees must provide written notice as soon as is practicable for foreseeable PFML due to a qualifying military exigency, regardless of how far in advance such PFML is foreseeable. When the need for PFML is not foreseeable, employees must provide written notice as soon as is practicable under the facts and circumstances of the particular situation. If the employee is unable to provide notice personally, written notice may be given by another responsible party, such as the employee's spouse, neighbor or coworker.

The employee must provide written notice to make the Company aware that the employee may need PFML. The notice must contain at least the anticipated timing and duration of the PFML. Written notice includes, but is not limited to, handwritten or typed notices, and all forms of written electronic communications such as text messages and email.

Whether PFML is to be continuous or is to be taken intermittently or on a reduced schedule basis, written notice need only be given one time, but the employee must inform the Company as soon as is practicable if dates of the scheduled PFML change, are extended or were initially unknown.

## **Filing Claims with the ESD**

The employee may apply for PFML benefits by:

- using the ESD online services;
- contacting the paid family and medical leave customer care center by telephone; or
- using alternate methods authorized by ESD.

The ESD is solely responsible for determining if an employee is eligible for benefits.

### **Supplemental Benefits During PFML**

The Company does not offer supplemental benefits to employees who are receiving PFML.

### **Job Benefits and Protection**

Employees may keep their health insurance while on PFML. Employees who contribute to the cost of their health insurance must continue to pay their portion of the premium cost while on PFML.

Employees who return from PFML generally will be restored to a same or equivalent job if the Company has 50 or more employees and the employee has worked for the Company for at least 12 months, and has worked 1,250 hours in the 12 months before taking PFML (about 24 hours per week, on average). Otherwise, Employees taking PFML are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws.

The use of PFML cannot result in the loss of any employment benefits that accrued prior to the start of PFML.

### **FMLA Concurrent with PFML**

Any time off for PFML purposes will run concurrently with FMLA, if applicable, with the exception of any leave for sickness or temporary disability because of pregnancy or childbirth, which is in addition to leave under PFML. Please see the "Family and Medical Leave" policy for eligibility requirements under the FMLA and see the "Pregnancy and Childbirth Leave" policy for eligibility requirements for pregnancy leave.

### **Questions and/or Complaints about PFML**

The Company is prohibited from discriminating or retaliating against employees for requesting or taking PFML.

For more information on PFML, employees may go to [paidleave.wa.gov](https://paidleave.wa.gov) or speak with Benefits Administrator.

## **25-4. LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE**

If the employee or the employee's family member is a victim of domestic violence, the employee may be eligible to take reasonable, unpaid time off from work for one or more of the following reasons:

- seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or a family member including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
- seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking, or to attend to health care treatment for a victim who is a family member;
- obtain or assist a family member in obtaining services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;

- obtain or assist a family member in obtaining mental health counseling related to an incident of domestic violence, sexual assault or stalking, in which the employee or family member was a victim of domestic violence, sexual assault or stalking; or
- participate in safety planning, temporarily or permanently relocate or take other actions to increase personal safety or that of family members from future domestic violence, sexual assault or stalking.

Employees may elect to use any sick leave or other paid time off for leave pursuant to this policy. Leave may take the form of reasonable unpaid leave from work, intermittent leave or leave on a reduced leave schedule.

Employees wishing to take leave pursuant to this policy must give advance notice of their intention to take leave. When advance notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault or stalking, the employee or a designee must give notice no later than the end of the first day on which such leave is taken.

Verification of the need for leave may be required.

## **25-5. PREGNANCY AND CHILDBIRTH LEAVE**

Employees are eligible to take unpaid leave for the actual period of time that they are sick or temporarily disabled because of pregnancy, childbirth or related medical conditions.

Any employees wishing to request leave because of a pregnancy-related disability must provide appropriate medical certification.

This leave is available regardless of whether the employee qualifies for leave under V.I.P. Mortgage, Inc.'s Family & Medical Leave policy. This leave does not count towards the employee's leave entitlement, if any, under the Washington State Paid Family and Medical Leave Act (PFML), but FMLA leave will run concurrently with this leave.

During this leave, employees must use any applicable paid time off benefits that they have available to cover some or all of the absence. Otherwise, the leave will be unpaid. Group health and other benefits will be handled in the same manner as for any other similar pregnancy or non-pregnancy related absence.

If employees take this leave only for the actual period of disability, as certified by their health care provider, then they ordinarily will be allowed to return from this leave to the same job they held when the leave began or to a similar job of at least the same pay. Exceptions to this general rule will be made only if the Company has a business necessity to do otherwise.

If employees have any questions regarding this policy, they should contact Benefits Administrator.

## **Section 26 - WISCONSIN ADDENDUM**

### **26-1. ORGAN AND BONE MARROW DONOR LEAVE**

Employees may take up to six (6) weeks of unpaid leave in a 12-month period for the purpose of serving as bone marrow or organ donors. Leave may only be taken for the period necessary to undergo and recover from the bone marrow or organ donation procedure.

In order to take leave to serve as a bone marrow or organ donor, employees must provide the Company with advance notice of the bone marrow or organ donation in a reasonable and practicable manner. Employees must make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the Company's operations (subject to the approval of the bone marrow or organ recipient's health care provider).

Employees may substitute paid time off while taking otherwise unpaid leave under this policy, and the substitution of paid time does not extend the length of leave under this policy. If applicable, this leave also will run concurrently with FMLA and/or applicable state law.

If applicable, the Company will maintain group health insurance coverage under the conditions that applied immediately before the leave began. In these cases, the Company reserves the right to require the employee to have in escrow with the Company an amount equal to the entire premium or similar expense for eight (8) weeks of the employee's group health insurance coverage (which may be paid in equal installments at regular intervals over at least a 12-month period and which the Company will deposit in an interest-bearing account).

The Company may require certification issued by a health care provider (of either the employee or the bone marrow/organ recipient, as appropriate) which indicates:

- the recipient has a serious health condition that necessitates a bone marrow or organ transplant;
- the employee is eligible and has agreed to serve as a bone marrow or organ donor for the recipient; and
- the amount of time expected to be necessary for the employee to recover from the bone marrow or organ donation procedure.

When employees return from bone marrow and organ donation leave, the Company will return them to the position they held immediately before going on leave or, if that position is not available, to an equivalent position with equivalent compensation, benefits, working shift, hours of employment and other terms and conditions of employment. If the employee wishes to return to work before the end of the leave as scheduled, the Company will return the employee to the same or a similar position (as described above) within a reasonable time (not to exceed the duration of the originally-scheduled leave).

When employees end their employment with the Company, any payments in escrow (as described above) will be returned to them. If employees end their employment during or within 30 days after taking bone marrow and organ donation leave, the Company reserves the right to deduct from the amount returned to the employee any premium or similar expense paid for the employee's group



health insurance coverage while the employee was on leave under this policy.

## 26-2. FAMILY AND MEDICAL LEAVE

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Wisconsin Family and Medical Leave Act ("WFMLA"). This policy provides employees information concerning FMLA and/or WFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or WFMLA leave, they should contact Human Resources Department.

### I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

WFMLA leave is available to "WFMLA eligible employees." To be a WFMLA eligible employee, the employee must: 1) have worked for the Company for at least 52 consecutive weeks and have worked at least 1,000 hours in the 52 weeks preceding the commencement of leave; **and** 2) be employed by an employer that has 50 or more employees.

### II. Entitlements

As described below, the FMLA and WFMLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

#### A. Basic FMLA and WFMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The WFMLA provides eligible employees up to six (6) weeks of unpaid leave during a calendar year if the leave is due to childbirth or adoption, an additional two (2) weeks of leave for the employee's serious health condition, and an additional two (2) weeks to care for a parent, spouse, son or daughter with a serious health condition (employees, however, are entitled to no more than a total of eight (8) weeks of family/medical unpaid leave, not to exceed 10 weeks within the 12-month period under the WFMLA - see further information below).

For WFMLA the 12-month period is measured by a calendar year from January 1 to December 31.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse (or domestic partner WFMLA only), son, daughter or parent (and under the WFMLA parent-in-law) who has a **serious health condition**;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job); and/or

- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country. (FMLA only).

Under the FMLA, a **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the WFMLA, a **serious health condition** means a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, nursing home or hospice, or out-patient care that requires continuing treatment or supervision by a health care provider.

**Qualifying exigencies** for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

## **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans".

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or WFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member (both FMLA and WFMLA) or the serious injury or illness of a covered servicemember (FMLA only) or birth or adoption (WFMLA only).

### **D. No Work While on Leave**

The taking of another job while on FMLA/WFMLA or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA/WFMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions, including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of WFMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under WFMLA.

### **G. Notice of Eligibility for, and Designation of, FMLA and WFMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or WFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or WFMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or WFMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or WFMLA leave. **[Note: There is always risk with retroactive designations.]**

## **III. Employee FMLA and/or WFLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Employees who wish to take FMLA and/or WFMLA leave must timely notify the Company of their

need for FMLA and/or WFMLA leave. The following describes the content and timing of such employee notices

## **1. Content of Employee Notice**

To trigger FMLA and/or WFMLA leave protections, employees must inform Human Resources Department of the need for FMLA/WFMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or WFMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/WFMLA-qualifying. For example, employees might explain that.

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- a covered family member (including domestic partner and parent-in-law under WFMLA) are under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially leave-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/WFMLA-qualifying reasons for which the Company has previously provided FMLA/WFMLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or WFMLA leave.

## **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA and/or WFMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or WFMLA notice obligations, may have leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employees' health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical

treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, to the extent permitted by law.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/WFMLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

#### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee, to the extent permitted by applicable law.

## **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

## **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, the employee returning to work from leave that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation, to the extent permitted by law. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

## **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

## **E. Substitute Paid Leave for Unpaid FMLA and WFMLA Leave**

Employees may use any accrued paid time while taking unpaid FMLA leave. Employees may elect to use any accrued paid time while taking unpaid WFMLA leave. The substitution of paid time for unpaid FMLA and/or WFMLA leave time does not extend the length of FMLA and/or WFMLA leaves and the paid time will run concurrently with the employee's FMLA and/or WFMLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/WFMLA leave entitlement. Upon **[written]** request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

## **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA/WFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

#### **IV. Coordination of FMLA/WFMLA Leave with Other Leave Policies**

The FMLA and WFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/WFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources Department.

#### **V. Questions and/or Complaints about FMLA/WFMLA Leave**

If you have questions regarding this FMLA/WFMLA policy, please contact Human Resources Department. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/WFMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact Human Resources Department immediately. Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

### **26-3. LEAVE FOR EMERGENCY RESPONDERS**

Eligible employees who are volunteer firefighters, emergency medical technicians, first responders or ambulance drivers for a volunteer fire department, a public agency or a nonprofit corporation ("volunteer provider") are eligible for unpaid leave to respond to an emergency prior to the time they are to report to work.

Employees who become a member of a volunteer provider must notify V.I.P. Mortgage, Inc. in writing within 30 days that they are a volunteer firefighter, emergency medical technician, first responder or ambulance driver. Additionally, if the employee's status changes, including termination of that status, the employee must notify the Company of the change in status.

Employees who are going to be late or absent from work due to an emergency that involves their service as a volunteer firefighter, emergency medical technician, first responder or ambulance driver, must make every effort to notify the Company that they may be late or absent from work due to the emergency. If prior notification is not possible, the employee must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service explaining why prior notification was not possible. Following being late or absent from work due to responding

to an emergency, employees must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service certifying that they were responding to an emergency and indicating the date and time of the response to the emergency.