

Spencer Fane LLP

Employee Policies

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**unless otherwise noted*



SpencerFane®

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About These Employee Policies

These Employee Policies apply to all employees of Spencer Fane LLP, herein after “the Firm.” All Firm policies (including these Employee Policies) are designed to outline some of the basic employment-related policies that may be of interest or concern to you. These Employee Policies are to be considered unilateral expressions of general policy and describe some of the responsibilities with which you are expected to comply along with any other rules, instructions, or policies of the Firm.

These Employee Policies are not intended to cover all contingencies or circumstances that may arise. Therefore, the Firm recognizes the need to maintain flexibility. Accordingly, the Firm reserves the right, at any time, to modify, add to, delete, interpret, apply, and deviate from these policies in its sole discretion. As a result, nothing in these Employee Policies is to be construed as an expressed or implied contract of any kind regarding duration of employment, compensation or benefits, or any other term or condition of employment.

The Firm has offices in multiple states, each of which may have its own employment laws. To the extent of any conflict between a policy in these Employee Policies and applicable state or local law, the Firm will comply with the state or local law. In addition, no policy or provision in these Employee Policies will be construed or applied in a manner that unlawfully interferes with your rights (if any) under the National Labor Relations Act.

In addition to these Employee Policies, the Firm has adopted a Firm Handbook, which applies to all colleagues (including partners) of the Firm. The Firm Handbook can be found on the Firm’s intranet.

Your employment with the Firm is at-will. This means your employment is for an indefinite period of time and it is subject to termination by you or the Firm with or without cause, with or without notice, and at any time. Nothing in these Employee Policies or any other policy of the Firm shall be interpreted to be in conflict with or to eliminate or modify in any way, your at-will employment status. Your at-will employment status may be modified only in a written employment agreement which is signed by the Chair of the Firm.

You are required to electronically acknowledge receipt and understanding of these Employee Policies in a manner designated by the Firm. Your signature will also acknowledge your understanding that your employment with the Firm is at-will, and that nothing in this handbook is intended to constitute a contract of employment, expressed or implied.

Notice of any changes to these Employee Policies and any of the policies in it will normally be provided to you in advance of the changes. The most current version of the Employee Policies will be posted on the Firm’s intranet. The intranet version supersedes and takes precedent over all previously issued employee handbooks and individual policies. You are responsible for being familiar with and complying with the most current version. If you do not have a work computer or laptop assigned to you for business use, please contact the Human Resources Department for a hard copy of the Employee Policies.

Please take time to review these Employee Policies. If you have questions, feel free to ask your supervisor or to contact the Human Resources Department. To learn more about Firm benefits offered and eligibility, please click [here](#).

TIME OFF

Accommodation for Lactating Mothers

Any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. The Firm has designated wellness rooms for this purpose.

A small refrigerator reserved for the specific storage of breast milk is available in some wellness rooms. Any breast milk stored in the refrigerator must be labeled with your name and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

Nursing mothers wishing to use this room must request/reserve the room by following the process which can be found on the intranet under My Workplace. Additional rules for use of the room and refrigerator storage are posted in wellness rooms where refrigeration is provided.

Milk expression breaks are only for the period of time that a mother is breastfeeding her child and will end when the child is weaned or no longer breastfeeding.

For nonexempt employees, breaks in excess of normally scheduled break times will be unpaid, and you should indicate this break period on your time record.

FMLA Leave

In accordance with the Family and Medical Leave Act of 1993 (FMLA), as amended thereafter, the Firm provides leave for certain family and medical purposes to eligible employees. This policy has been written to summarize the leave requirements under FMLA. In considering FMLA leaves, the Firm will apply the provisions of the FMLA and the regulations issued thereunder.

Eligibility Requirements

In order to be eligible for an FMLA leave, you must have worked for the Firm for at least one year (which need not be continuous), worked at least 1,250 hours during the 12 months prior to commencement of the leave, and must be employed at a worksite where 50 or more employees are employed by the Firm within 75 miles of that site at the time notice is given of the need for leave.

Once eligibility to take FMLA leave is determined for a particular medical condition or the specific reason for FMLA leave, the eligibility determination is normally valid for one year from the date FMLA leave is taken for that particular condition or reason. If you need FMLA leave for a different condition, reason, or other covered family member, eligibility will again be determined with respect to that condition, reason, or family member.

If you have a need for leave as outlined below under Reasons for Leave but do not meet the eligibility, please refer to the Firm's policy for Non-FMLA Leave.

Reasons for Leave

If eligible, you may take FMLA leave for the following purposes:

1. For a serious health condition that makes you unable to perform the duties of your job (including work-related injuries and illnesses that are covered by workers' compensation benefits)
2. For incapacity due to a pregnancy, for your prenatal medical care or for your spouse, and/or for childbirth
3. To care for ("bond" with) your child after the child's birth or after placement of the child with you for adoption or foster care
4. To care for your spouse, child, or parent, who has an incapacity due to serious health condition (including to provide psychological comfort and care)
5. To address certain qualifying exigencies related to a covered family member's (your spouse, son, daughter, or parent) active duty or call to active duty in a foreign country (and if the family member is in the National Guard or Reserves and is on or called to active duty in a foreign country, the duty must also be in support of a contingency operation)

6. To care for a covered military service member (if you are the spouse, parent, son, daughter, or next of kin of said service member) who: (a) is a current member or veteran of the military (Armed Forces, National Guard, or Reserves); (b) incurred a serious injury or illness (or aggravation of a pre-existing injury or illness) in the line of duty on active duty that renders the service member medically unfit to perform his or her duties (even if the injury or illness does not manifest itself until after the individual becomes a veteran); and (c) is undergoing medical treatment, recuperation, or therapy while in the military or within five years after becoming a veteran, or is in out-patient status while in the military, or is on the military's temporary disability retired list

Definitions

All definitions of the FMLA apply, but two key definitions are:

1. Serious Health Condition. This means an illness, injury, impairment, or physical or mental condition that involves either: (a) an overnight stay in a medical care facility; or (b) "continuing treatment" by a health care provider for a condition that either prevents you or the family member from performing the functions of your/his/her job, or prevents the qualified family member from participating in school or other daily activities.

Temporary or acute medical conditions qualify as "serious health conditions" if: (a) there is a period of incapacity of more than three full consecutive calendar days; and (b) the individual has at least two in-person visits to a health care provider (the first within seven days and the second within 30 days of the onset of incapacity) or one in-person visit (within seven days of the onset of incapacity) and a regimen of continuing treatment prescribed at that visit.

Chronic conditions qualify as "serious health conditions" if: (a) there are periods of incapacity (or flare-ups) due to the medical condition; and (b) the condition requires two in-person visits to a health care provider for treatment each year.

Pregnancy and pregnancy-related conditions qualify as "serious health conditions," and absences for pre-natal visits, severe morning sickness, and childbirth qualify as FMLA absences.

Other medical conditions may also qualify as "serious health conditions".

2. Qualifying Exigency. This may include attending certain pre-deployment military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Other activities related to the military member's active duty or call to active duty may also be "qualifying exigencies."

Amount of Leave

If eligible, you are entitled to a maximum of 12 weeks of unpaid FMLA leave during a rolling 12-month period, measured backwards from each date that leave is used. If the leave is to care for a covered military service member who incurred a serious injury/illness in the line of duty on active duty, and you are eligible, you are entitled to a maximum of 26 weeks of unpaid leave for such purpose during a single rolling forward 12-month period. During that single 12-month period, FMLA leave taken for other reasons is also counted (up to 12 weeks for these other reasons), and you may not exceed the 26-week maximum for all FMLA leave taken regardless of the reason.

If you and your spouse both work for the Firm, you are collectively entitled to take no more than 12 weeks of leave to care for a parent with a serious health condition and/or to care for a newborn, adopted or foster child. A leave to care for a newborn or newly adopted or newly placed foster child must be taken during the 12-month period beginning on the date of the birth or placement, and such leave may not be taken on an intermittent or reduced schedule basis, without the Firm's advance written consent.

Use of Leave

You do not need to use FMLA leave in one block. Leave can be taken continuously, intermittently or on a reduced (part-time) schedule. Intermittent or reduced schedule leave applies if medically necessary and due to a serious health condition of the employee or a qualifying family member. Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave to care for a child after birth or adoption may be taken intermittently if the proposed schedule of time off is approved by your supervisor and Human Resources.

You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Firm's operations *and* are to consult with your supervisor before scheduling planned medical treatment to discuss this issue. If you request intermittent or reduced schedule leave for planned medical treatment, you may be required to temporarily transfer to an alternative position which better accommodates recurring periods of leave than does your regular position.

Substitution of Paid Time Off Benefits for Unpaid Leave

You are required to use paid time off benefits while on FMLA leave (such as Paid Time Off (PTO), Paid Parental Time, disability, or workers' compensation). If these paid time benefits are exhausted, the remainder of the leave will be unpaid. Attorneys have pay continuation for all approved leave time not already covered by a paid benefit or workers' compensation. If an absence qualifies as an FMLA absence, the Firm must treat it as one, even if you are receiving pay of any kind for the absence and even if you would prefer not to have the absence counted as an FMLA absence.

For staff, while on FMLA leave that is not covered by PTO, you will not be entitled to holiday pay if a holiday falls during any portion of the leave. PTO hours will continue to accrue while on FMLA leave.

Employee Notice of Need for Leave and Other Responsibilities

If the need for leave is *foreseeable* (which includes leave for needed medical treatment and recovery therefrom, as well as time off needed for doctors' appointments, lab tests, and other medical appointments), you must provide 30 days' advance notice if practicable. If not practicable to give at least 30 days' advance notice of the need for foreseeable leave, then you must give as much notice as reasonably possible. This means providing notice on the same day as or next business day after the date on which you learn that you will need time off. Notice of the need for foreseeable leave is to be given to your supervisor as well as the Human Resources Department.

If the need for leave is *unforeseeable*, you must provide as much notice as practicable. This means you must comply with all requirements of the Firm's absence notification and call-in procedures to notify your supervisor as set forth in the Firm's Attendance and Punctuality Policy, absent unusual or emergency circumstances beyond your control that would make it impractical or impossible to comply with call-in requirements.

When notifying the Firm of the need for FMLA leave or an FMLA absence, you must provide sufficient information for the Firm to determine if the leave might qualify as FMLA leave or an FMLA absence. You must also provide the anticipated timing and duration of the leave of absence. Calling in "ill" or "sick" is not enough. Sufficient information may include that you need to be hospitalized or need continuing treatment by a health care provider, or have a medical condition that will incapacitate you for more than three full calendar days, etc. If you need leave for a reason for which FMLA leave was previously taken by you, then you must specifically mention "FMLA" or state the FMLA qualifying reason for the absence.

Certification of Need for Leave

You may be required to provide a certification and periodic recertification supporting the need for leave. Any certification and recertification that is submitted must be complete and sufficient and returned within 15 calendar days. The Firm may also request authentication and clarification of any medical certification or recertification that is submitted by contacting the health care provider.

A certification will remain in effect only for the period of incapacity certified on it by the health care provider, or for a maximum period of one year if the condition in question is permanent, chronic, of indefinite duration, or expected to last more than one year. After receiving a certification, the Firm may also require second and third opinions from health care providers if the leave is for the serious health condition of the employee or a family member.

After receiving a certification, the Firm may require a recertification of the serious health condition: (1) every six months if the condition is permanent, chronic, of indefinite duration, or expected to last more than one year; and (2) at any time if the condition changes in nature or severity, or your absences for a chronic condition (over a period of two or more consecutive or cumulative months) exceed the number of absences certified by the health care provider, or if the Firm has reasonable cause to doubt your stated reason for an absence or need for leave. If the Firm requests a recertification, it may also require that the health care provider review your attendance record to determine if the absences are consistent with the medical condition in question and your need for leave.

If you fail to timely provide a certification or recertification, the absences will normally be counted as non-FMLA absences under the Firm's Attendance and Punctuality Policy, even if the absences were pre-approved, scheduled in advance, and/or covered by paid sick days or paid vacation. In other words, failure to timely provide a certification or recertification can result in the absences being counted as unexcused under the attendance policy, for which disciplinary action could be imposed.

Employer Notices and Other Responsibilities

If you request FMLA leave, the Firm will notify you whether you are eligible for leave with respect to that particular medical condition or specific reason for FMLA leave. If you are eligible, the notice will specify any additional information required (such as a certification of a health care provider) as well as your rights and responsibilities. If you are not eligible, the notice will provide a reason for the ineligibility.

Once the Firm has received a complete and sufficient certification (if one is required), you will receive a designation notice. The notice will either designate the leave as FMLA-protected leave and the amount of leave counted against your FMLA leave entitlement (if it can be calculated), or will advise you that the leave is not FMLA-protected.

Benefits and Protections While on Leave

While on FMLA leave your health insurance will continue with the same coverage and cost to you as would have been in place had you continued to work. Payroll deduction will be used to collect your share of the premium if you are receiving pay. If you are not receiving pay, you must contact the Firm to make the appropriate payments. Failure to pay your share of a premium after it becomes due may result in the cancellation of coverage.

Permissible and Prohibited Activities While on Leave

As a general rule, if you are on an approved leave of absence, you are expected to engage in only those activities that are necessary for, consistent with, and appropriate for the purpose of the leave, and you are not permitted to engage in any other activities. You are also prohibited from working elsewhere or engaging in self-employment while on leave (including working any additional job you were working while also working for the Firm prior to taking leave), without the approval of the Human Resources Department.

Return to Work

If you were on leave for your own serious health condition and are released to return to work *with no restrictions*, you must provide a fitness-for-duty certification upon return to work (i.e., a release to return to work with no restrictions from your health care provider), or you will not be permitted to work. If you are released to return to work *with restrictions*, the Firm will determine if any reasonable accommodation is required by law and, if so, whether reasonable accommodation can be made.

Upon return from FMLA leave, you will normally be restored to your original or an equivalent (meaning “virtually identical”) position with equivalent pay, benefits, and other employment terms. However, you have no greater right to reinstatement or to other benefits and conditions of employment than you would have had if you had been continuously employed during the leave period.

If you fail to return to work at the end of the leave period, or if you are unable to return to work at the end of your leave period and fail to either request an extension or provide a new certification on or before your originally projected return to work date, you may be deemed to have voluntarily resigned due to job abandonment.

Consequences

Failure to comply with your obligations under this policy or under the FMLA may result in the Firm delaying or denying your FMLA leave, in which case your absences may be considered unexcused and may subject you to disciplinary action, up to and including termination of employment.

Non-FMLA Leave

If the Firm's FMLA Leave Policy does not apply, and if you will be absent for more than five consecutive work days, you must request a Non-FMLA leave of absence by contacting the Human Resources Department. The Firm will then determine whether or not to grant the leave request. If the request is not granted, your absence will be considered an unauthorized leave of absence and your employment may be terminated.

As a general rule, the Firm will only grant a Non-FMLA leave to you: (1) when you are not eligible for an FMLA leave (or have exhausted FMLA) and you need a continuous medical leave of absence for your own medical condition; or (2) if an FMLA leave is not available to you but a Non-FMLA leave is otherwise required by law (e.g., leave that would be a reasonable accommodation under the Americans with Disabilities Act or state disability discrimination laws; leave that may be required under federal or state pregnancy discrimination laws, maternity or paternity leave that may be required under federal or state gender discrimination laws, leave that may be required under the state workers' compensation laws; leave that may be required under state domestic violence leave laws, etc.).

You must provide the same amount of notice of the need for leave and comply with the other notification requirements that are included in the Firm's FMLA Leave Policy.

The maximum amount of leave will be determined on a case-by-case basis, may vary depending on the reason for the leave or any applicable law, and is subject to such lawfully permitted terms and conditions as the Firm may impose. The Firm may take into account prior leaves that you have taken (including FMLA leave), the amount of leave needed, the reason for the leave, and other factors. As a general rule, such leave will normally be granted in increments of up to one month at a time and reviewed at the end of each increment if additional leave is needed. If you have less than one year of service, the maximum amount of Non-FMLA leave for your own medical condition will normally be six to eight weeks, unless otherwise required by applicable law.

You will be required to use paid time off benefits while on Non-FMLA leave until exhausted, after which the leave will be unpaid (unless covered by workers' compensation or other disability benefits). Attorneys have pay continuation for all approved leave time not already covered by a paid benefit or workers' compensation.

While on Non-FMLA leave, you may be permitted to continue health insurance coverage provided you make arrangements to pay your employee and dependent coverage premiums. Payroll deduction will be used to collect your share of the premium if you are receiving pay. If you are not receiving pay, you must contact the Firm to make the appropriate payments. Failure to pay your share of a premium after it becomes due may result in the cancellation of coverage. The Firm may require you to pay COBRA rates for continuation of the coverage rather than the active employee rate, depending on the length of the leave, whether you have taken any other leave during the past 12 months, and applicable law. Failure to pay a premium within 30 days after it becomes due may result in cancellation of coverage for you.

As a general rule, if you are on an approved leave of absence, you are expected to engage in only those activities that are necessary for, consistent with, and appropriate for the purpose of the leave, and you are not permitted to engage in any other activities. You are also prohibited from working elsewhere or engaging in self-employment while on leave (including working any additional job you were working while also working for the Firm prior to taking leave), without approval of the Human Resources Department.

Except as may be required by law, there is no guarantee of job reinstatement into any position upon return from a Non-FMLA leave. If you are released to return to work with no restrictions, you must provide a fitness for duty certification upon return to work (i.e., a release to return to work with no restrictions from your health care provider), or you will not be permitted to work. You may be placed in the same or an equivalent job if required by law or otherwise the Firm may offer an open position for which you are qualified. If you are released to return to work *with restrictions*, the Firm will determine if any reasonable accommodation is required by law and, if so, whether reasonable accommodation can be made.

If you fail to return to work at the end of the leave period, or if you are unable to return to work at the end of your leave period and fail to either request an extension or provide a new certification on or before your originally projected return to work date, you may be deemed to have voluntarily resigned due to job abandonment.

While on a Non-FMLA leave, you have no greater right to reinstatement or to other benefits and conditions of employment than you would have had if you had been continuously employed during the leave period. If you fail to comply with your obligations under this policy or under the terms and conditions of your Non-FMLA leave, the Firm may delay, deny, or rescind your leave, in which case your absences may be considered unexcused and may subject you to disciplinary action, up to and including termination of employment.

Workers' Compensation

Workers' compensation is a "no-fault" system that may provide compensation for medical expenses and wage losses to you if you are injured or become ill at work. The Firm pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to you if you sustain an injury on the job.

The Firm abides by all applicable state workers' compensation laws and regulations. If you sustain a work-related injury or illness, it is important to notify your supervisor and the Human Resources Department immediately. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, you will not be paid PTO for approved absences covered by the Firm's workers' compensation program, except to cover any waiting period imposed.

Military Leave

The Firm complies with all requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any applicable state military leave laws.

USERRA is a federal law that establishes various rights and benefits for you and applicants for employment who have served in the military or have engaged in other forms of protected governmental service. USERRA requires employers to provide leaves of absence to and to re-employ workers who enter military service while employed.

Taking part in a variety of military duties provide eligibility for leave under this policy. Such military duties include service in the Uniformed Services, Reservists, and National Guard, and includes training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. If you have been called to service or would like to request military leave under USERRA or a state military leave law, please contact the Human Resources Department as soon as reasonably possible.

The Firm is committed to protecting the job rights, under USERRA and any applicable state military leave laws, of your absence on military leave. In accordance with federal and state law, it is the Firm's policy that you nor prospective employees will be subjected to any form of discrimination on the basis of your membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, you will not be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership.

Furthermore, you will not be subjected to retaliation or adverse employment action because you have exercised your rights under applicable law or this policy.

If you believe that you have been subjected to discrimination in violation of this policy, you should immediately contact the Human Resources Department.

Paid Parental Time-Off

Staff Employees

The Firm will provide Paid Parental Time Off to staff employees following the birth of your child or the placement of a child with a Firm employee for adoption. The purpose of paid parental time off is to enable you to care for and bond with a newborn or a newly adopted child. Paid parental time off can be used after any applicable disability benefit is exhausted. The Firm's paid parental leave benefit will run concurrently with Family and Medical Leave Act (FMLA) leave and any state, family or parental leave law, if and to the fullest extent applicable.

Eligibility

You must meet all of the following criteria:

1. Have been employed with the Firm for at least 12 months
2. Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin
3. Be a full or part-time (at least 20 hours per week), regular employee (temporary employees and interns are not eligible for this benefit)

In addition, you must meet one of the following criteria:

1. Have given birth to a child
2. Are the partner/spouse to the parent who has given birth to a child
3. Have adopted a child age 17 or younger. The adoption of a child by a domestic partner or spouse is excluded from this policy. For purposes of this policy, we consider adoption as placement of a child in a home as part of the adoption process.

Requests for Leave

You will provide your supervisor and the Human Resources Department with notice of the request for leave at least 60 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). You must complete the necessary HR forms and provide all documentation as required by the Human Resources Department to substantiate the request. Approval of the paid time off is subject to consideration of business needs, but will not be unreasonably withheld.

Leave Duration and Pay

If eligible, you will receive up to the equivalent of four weeks of paid parental time off per birth or adoption of a child or children, after exhausting any disability benefit, as applicable. Paid parental leave must be taken within six months of the birth or adoption.

Additional Leave Details

The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. Each week of paid parental leave is compensated based on your regular, straight-time hourly pay and normal weekly scheduled hours.

For example, if you are normally scheduled to work 24 hours per week, you will be allowed to take up to four weeks at 24 hours per week. Paid parental leave will be paid on a semimonthly basis on regularly scheduled pay dates. The intention of the firm is that you are able to have a block of time devoted to your family without any work distractions. Approved paid parental time off may be taken at any time during the six-month period immediately following the birth or adoption, and may be taken intermittently if the proposed schedule of time off is approved by your supervisor. Any unused and unrequested paid parental leave will be forfeited at the end of the six-month time frame. Upon termination of your employment at the Firm, you will not be paid for any unused paid parental time for which you were eligible.

Examples

Following are two examples that illustrate how Paid Parental Time Off may be utilized.

1. In the case of an employee requesting 12 continuous weeks of time off following giving birth, pay for total leave duration is calculated as follows:
 - a. Short-term disability benefit (requires physician certification):
 - i. Use of PTO or approved leave without pay during initial seven-calendar day waiting period
 - ii. 70% pay from disability insurance for duration of disability period (typically five weeks)
 - b. Firm-paid parental time off benefit: regular pay for four continuous weeks
 - c. Use of PTO or approved leave without pay for remaining time, to a total of 12 weeks of post-birth leave

2. In the case of a full-time employee who is the non-birth parent, the request is for a few days off immediately following a baby's birth, two days per week for four weeks, and three continuous weeks off four months later. Supervisor approval for the intermittent schedule is granted and pay for the time off is calculated as follows:
 - a. Available PTO for the day of birth and two days following birth
 - b. Paid parental time for the eight days taken over four weeks
 - c. Paid parental time for the two weeks and two days off four months later (which totals 20 days used since the birth) then PTO for three days to complete the three continuous weeks.

Coordination with Other Policies

Time off taken under this policy will run concurrently with leave under FMLA and any state, family or protected leave law, if and to the fullest extent possible. Any time taken under this policy that meets the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption will be counted toward the 12 weeks of available FMLA leave per a 12-month period. If any other policy applies, you must comply with that policy for requesting a leave of absence. The Firm will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave.

If a Firm paid holiday occurs while you are on paid parental leave, the holiday will not extend the total paid parental leave entitlement. An employee who takes paid parental time off who does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA qualifying leave. Interpretation As is the case with all company policies, the organization has the exclusive right to interpret this policy and change or amend it in the future.

Attorney Paid Parental Time Off

**Last updated December 2023*

Eligibility

All non-partner attorneys working at least 20 hours per week are eligible for paid parental time. The paid parental benefit will run concurrently with Family and Medical Leave Act (FMLA) leave and any state, family or parental leave law, if and to the fullest extent applicable. Parental leave is available in the same circumstances as listed for the staff parental paid time off policy.

Requests for Leave

The attorney should provide their Practice Group Leader (PGL) and HR with notice of the request for leave at least 60 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The attorney must complete the necessary HR forms and provide all documentation as required by HR to substantiate the request.

Leave Duration and Pay

Attorneys will receive up to the equivalent of 12 weeks of paid parental time off per birth or adoption of a child or children, as applicable. The 12 weeks is inclusive of any period of disability following childbirth. The intention of the firm is that you are able to have a block of time devoted to your family without any work distractions. Requests for intermittent leave will be evaluated individually and approved based on assessment of the Practice Group's needs. In any case, intermittent time off under this policy will be counted in no less than full-day increments.

Parental leave must be taken within 12 months of the birth, adoption or placement in the home for adoption. Attorneys receive salary continuance for the duration of the approved parental leave. Attorneys on approved parental leave will have variable compensation annual thresholds adjusted to account for the duration of the time off. For any parental leave of six consecutive weeks or longer, the firm will also adjust the variable compensation threshold to account for two weeks of ramp down time prior to leave and two weeks of ramp up time following leave. Production threshold adjustment will be accounted for at the conclusion of the year in which leave time occurred.

Personal Leave Policy

In an effort to recognize your need for time off for reasons other than those covered by the Firm's FMLA Leave and Non-FMLA Leave policies, the Firm may consider an unpaid personal leave of absence with or without pay for up to 30 continuous calendar days.

Eligibility

You are eligible to apply for a personal leave of absence if you are an active full or part-time employee and scheduled to work at least 20 hours per week and have been employed for a minimum of 12 months. Job performance, absenteeism and department requirements all will be taken into consideration before your request is approved. Approvals from your immediate supervisor and the Human Resources Department are required. Requests for unpaid personal leave may be denied or granted by the Firm for any reason or no reason and are within the sole discretion of the Firm. The Firm reserves the right to terminate your employment for any reason or no reason during the leave of absence.

Requests for Leave

You should submit a request in writing to your immediate supervisor. You will be asked to acknowledge in writing your understanding that all requests for personal leaves are not guaranteed.

Your immediate supervisor will:

1. Review your request taking workload scheduling and department requirements into consideration
2. Make a recommendation to the department supervisor for approval
3. Submit the approved decision to the Human Resources Department for final approval
4. Return a written decision to you as soon as feasible after receipt of your written request

Leave Duration and Pay

If approved for a personal leave, you must use PTO prior to taking leave without pay. Attorneys will have pay continuation for all approved leave time.

Return to Work/Extension of Leave

You are required to return from your unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing. If the Firm declines to extend the leave, you must return to work on the originally scheduled return date or will be considered to have voluntarily resigned from your employment. Extensions of leave will be considered on a case by case basis.

Paid Time Off (PTO)

**Last updated March 2024*

Spencer Fane recognizes the need for time away from work and, in order to meet employees' various needs for time away, we provide an annual allotment of paid time off (PTO) for staff and unlimited paid time off for attorney employees (subject to expectations below). Employees can use PTO for vacation, personal illness, family member's illness, appointments, emergencies, or other personal needs that require time off from work.

The provisions of this policy are designed to meet the requirements for state-mandated paid sick and/or safe time where applicable.

Eligibility

All active full-time or part-time staff employees (scheduled to work at least 20 hours per week) are eligible for PTO accruals. Attorneys are eligible for time off with pay, but they do not have a specific allotment of PTO. Attorneys planning to take time off must communicate with Practice Group leaders and supervising attorneys in advance of their expected time away. Additionally, attorneys are expected to balance taking time off with meeting all productivity expectations.

Annual Accrual

You will receive a monthly accrual equal to 1/12 of your annual PTO allotment on the first day of every month. New hires will earn their first PTO accrual on the 1st of the month following or coincident with their start date. The amount of PTO you receive increases with the length of your employment and is based on a typical full-time schedule of 37.5 hours per week for non-exempt staff and 40 hours per week for exempt staff. The following chart outlines accrual rates:

Years of Service	Annual Days Earned	Hours Accrued Per Month (37.5 hours/week)	Hours Accrued Per Month (40 hours/week)	Maximum Days
Less Than Five Years of Service	20 Days	12.5	13.33	25 Days
After Five Years of Service but less than 12 Years of Service	25 Days	15.625	16.67	30 Days
After 12 Years of Service	30 Days	18.75	20	35 Days

These scheduled increases to annual accruals are effective the first of the month following your employment anniversary date.

If you have a reduced workweek schedule, you will have a prorated PTO accrual based on your workweek schedule (i.e., if you are scheduled to regularly work 60% of a typical full-time workweek, the hours accrued per month will be 60% of the hourly accrual that you would have if doing the role full-time per the table above).

When you change from an eligible classification (working 20 or more hours per week) to a non-eligible classification, any unused accrued PTO will be paid following the change in status.

Maximum Accrual

You are allowed to have a maximum allotment that is the hourly equivalent of one week over your annual accrual (or the corresponding prorated amount for part-time employees) within your PTO bank. Once your PTO hours are at the maximum amount, you will stop accruing PTO time until the amount of your PTO drops below your maximum amount.

Within the first year of employment, if you need to use PTO before it is accrued, the Firm will advance PTO hours to you by allowing up to the hourly equivalent of five days of negative PTO time, which will be considered as an advance in compensation. If you need time beyond the hourly equivalent of negative five days, that time will be unpaid, requires approval from the Human Resources Department, and should coincide with the request for a leave of absence. You are expected to keep a reasonable amount of PTO time accrued for emergency situations. After the first year of employment, you are not able to have an advance of PTO (have a negative balance).

Utilizing PTO

PTO can be used in minimum increments of .25 hours. Exempt employees should record only full day absences.

Four hours of absence from work may be made up by nonexempt employees within the same workweek, without using PTO that week. You must receive approval from your supervisor in advance of utilizing make-up time. PTO will only be used for time not made up. Even if time away is made up during the week, the absence may still be seen as an unexcused absence per the Attendance and Punctuality Policy.

You must use any PTO that has been accrued before unpaid time off will be allowed. Unpaid time off must be approved by the Human Resources Department and is normally only allowed while on a Firm approved leave of absence.

PTO is paid based on your base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses or shift/on-call differentials.

Approvals & Unplanned PTO

PTO should be requested in advance, as defined by your supervisor. Unplanned PTO causes an undue hardship on the Firm with respect to ensuring appropriate staffing needs. Each department and team handles their own approvals of PTO usage based on a number of factors, including business needs and staffing requirements. You should defer to your supervisor for procedures on scheduling planned PTO.

If you have an unexpected need to be absent from work, you must notify your supervisor via phone call (and team coordinator for LAAs) before the scheduled start of your workday or as soon as practically possible. You must contact your supervisor via phone call before the scheduled start of your workday on each day that you are off without pre-approval (even if each day is related to the same issue). See Attendance and Punctuality policy for details on requests for time off and approval process.

Exclusions

Please refer to the Holiday Pay, Jury/Witness Duty, Bereavement Leave, Paid Parental Time Off and Time Off to Vote policies for details on time off in these categories. PTO does not need to be used in the above categories. Normal break and meal periods can be used by nonexempt employees for the donation of blood or for expressing breast milk. However, if nonexempt employees need time off above and beyond the time off that is permitted in each of these categories, PTO must be used. If PTO is not available, the time will be unpaid.

Prior Time off Program (Prior to May 1, 2002)

Vacation and short/long-term sick days accumulated under the old time off system (prior to May 1, 2002) will be kept on your record. These earned hours will continue to be available for you to use as needed within the time-off categories in which they were earned. All prior rules for use of this time will continue to apply; i.e., sick-time can only be used for personal or immediate family illness and only accumulated vacation time gets paid out at separation from the Firm.

Departures

If you have at least one full year of service prior to the date of separation and have not been terminated for misconduct issues (as the term “misconduct” is determined in the sole discretion of the Firm), you will receive a payout for any unused accrued PTO upon separation of employment. To the extent that the foregoing conflicts with applicable state law, the Firm will apply state law. You will not be permitted to use PTO during your resignation notice period unless otherwise authorized by the Human Resources Department.

If you have been advanced PTO and have a negative PTO balance upon separation, the amount of advanced PTO will be withheld as an offset against any final compensation or monies owed to you upon separation of employment (such as regular pay, bonuses, expense reimbursements, etc.), to the fullest extent permitted by law.

Bereavement Leave

The Firm understands that time away from work may be needed to attend services or handle personal matters related to the death of a loved one. We provide paid time to meet these needs under this policy. Refer to the PTO policy for information on time away that may be needed outside of the scope of this policy.

Eligibility

All active full-time or part-time staff employees (scheduled to work at least 20 hours per week) are eligible for paid Bereavement Leave.

Paid Leave Allowed

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, bonuses, or shift/on-call differentials.

Bereavement leave is granted as follows:

1. Up to five days if the death is of "immediate family," defined as your spouse, parent, child, or sibling
2. Up to three days if the death is of the following extended family members: parents-in-law, siblings-in-law, children-in-law, grandparents, or grandchildren
3. One day off to attend the funeral of other relatives or a close friend

Multiple days off do not need to be taken consecutively, but notice of desired days off must be given to your supervisor as soon as possible (at least 30 days in advance unless impractical).

If you wish to take time off due to the death of an immediate family member, extended family member, or other relative/close friend, you should notify your supervisor or the Human Resources Department immediately.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. You may, with your supervisor's approval, use any available PTO for additional time off that is needed.

Jury/Witness Duty

The Firm encourages you to fulfill your civic responsibilities by serving jury duty when required. You will be granted such time off as is needed to perform jury duty services. You are expected to report for work whenever the court schedule permits and if you are able to work at least one hour during the same day.

If you receive a summon to report for jury duty, you must show the jury duty summons to your supervisor(s) as soon as possible so that your supervisor may make arrangements to accommodate your absence.

Your time off to perform jury duty will be paid. You may request up to four weeks of paid jury duty leave over any one-year period. All non-attorney employees qualify for paid jury duty leave if the jury duty obligation falls during hours that you are regularly scheduled to work.

Jury duty pay will be calculated on your base pay rate times the number of hours you would otherwise have worked but for the jury duty. You are not required to pay the Firm any money received in the course of jury duty.

If you are required to serve jury duty beyond the period of paid jury duty leave, you may use any available PTO or may request an unpaid jury duty leave of absence by contacting the Human Resources Department.

Domestic Violence Leave

**Last updated September 2021*

If you are a victim of domestic violence or sexual assault, you may request a leave of absence for any of the following reasons:

1. To obtain or attempt to obtain legal relief (such as a restraining order) to help ensure the health, safety or welfare of you or your child/children
2. To seek medical attention for injuries caused by the domestic violence or sexual assault
3. To obtain services from a domestic violence shelter, program, or crisis center
4. To make court appearances related to the domestic violence or sexual assault

You must use PTO for such a leave and if you have no PTO available, you may take unpaid leave up to eight days per calendar year for such absences (or such greater amount as may be required by applicable state law).

If seeking domestic violence leave, you must give the Firm reasonable advance notice, unless such advance notice is not feasible. Any request for such time off must be made to the Human Resources Department. If advance notice is given, within 48 hours after returning to work, you must provide the Firm with appropriate documentation verifying the need and purpose for the time off. If no advance notice is given because it is not feasible to give it, you must, within 48 hours after being off work, provide the Firm with appropriate documentation verifying the need and purpose for the time off. Such documentation may consist of a police report, court order of protection or separation, restraining order, medical certification, documentation from a counselor or domestic violence program, or other similar documentation.

The Firm will maintain the confidentiality of your leave request and supporting documentation and only those who have a need to know may be informed. The Firm will not discriminate or retaliate against you for taking time off pursuant to this policy.

Time Off to Vote

The Firm encourages you to fulfill your civic responsibilities by participating in elections. Generally, you are able to find time to vote either before or after your regular work schedule. If you are unable to vote in an election during part of your nonworking hours, the Firm will assure up to a three hour block of time while polls are open for voting. Any portion of this time that is normally scheduled work time will be paid.

You should request time off to vote from your supervisor and notify your team coordinator at least one working day prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. The Firm will specify the hours during which the staff person may absent themselves for this purpose, and it will not be in conjunction with the lunch hour.

Holiday Pay

Every year, the Firm offers a select number of paid holidays. These holidays are listed prior to the start of each calendar year on the Firm intranet page.

If you are nonexempt and work on a paid Firm holiday, you will be paid for the holiday plus regular pay for hours worked.

EMPLOYMENT

Accommodation of Disabilities and Religious Beliefs

As part of its commitment to equal employment opportunity and non-discrimination, the Firm will make reasonable accommodation of the disabilities/physical and mental impairments and the sincerely-held religious beliefs of qualified individuals to the extent required by law, unless it would result in undue hardship to the Firm.

If you or any applicant believes in good faith that he/she needs a reasonable accommodation because of a disability or religious beliefs, you must request or provide notice of the need for an accommodation by contacting the Human Resources Department.

If any supervisor receives what he/she believes may be a request or notice of the need for an accommodation, he/she is to refer the employee to the Human Resources Department and to also contact the Human Resources Department to alert them to the situation.

The Firm is committed to participating in an interactive accommodation process with any individual who requests an accommodation. The interactive accommodation process will normally include the following:

1. The Human Resources Department will work directly with any applicant who needs an accommodation in connection with the recruiting process via telephone, e-mail, or other appropriate method of communication and to obtain any necessary information.
2. An employee who requests a reasonable accommodation will normally be required to have an interactive discussion with a representative of the Human Resources Department about the need for accommodation and to provide information on the nature of the impairments/disability or religious beliefs, how they affect the employee's ability to perform essential job duties, the employee's suggestions for reasonable accommodation, and other relevant information.

In the case of a disability, the Firm may also request information regarding medical restrictions due to the disability or impairment and the medical need for accommodation. In addition, the Firm may contact your or an applicant's health care provider or other third parties (such as rehabilitation counselors) to verify the existence of the disability/impairment, obtain relevant medical information and/or records, and suggestions for accommodation.

Requests for accommodation will be processed as quickly as reasonably practicable under the circumstances. Any individual who requests an accommodation is required to fully cooperate in the process, including providing relevant information and providing any required consent in order for the Firm to verify or obtain relevant information. While a request for accommodation is being processed, you may be placed on paid or unpaid leave of absence, assigned to a different job, or provided with light or modified duty, as determined by the Firm.

Although it is not possible to make a comprehensive list of all possible accommodations that might be reasonable, the following are among the accommodations that might be reasonable (depending on the circumstances): modifications to the job application process, modifications to the work environment, modifications to the methods by which a job is performed, providing special equipment or devices to perform a job, reassignment to an open job for which you are qualified and for which you can perform the essential job duties, providing a part-time or modified work schedule, modifying training methods and/or materials, providing readers or interpreters, and/or placing you on short-term leave of absence.

The Firm will determine if a reasonable accommodation is available and will notify you of its determination and of any accommodation that will be offered. You should understand that not all possible accommodations are reasonable in nature. For example, an employer is not required to lower its performance or behavior standards, eliminate essential job duties, bump another employee from a job, maintain an employee's compensation rate if the employee is placed in a different job, promote an employee, or permit excessive non-FMLA absenteeism or tardiness as a reasonable accommodation.

Flexible Work Opportunities

The Firm's normal operating hours are from 8:30 a.m. until 5:00 p.m., Monday through Friday. The normal work schedule for most hourly staff is 7.5 hours a day with an unpaid hour for lunch, five days a week. Supervisors will advise you of the times your schedule will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

The Firm is committed to serving our clients to the highest possible standard while maintaining a progressive and productive work environment. You are expected to be at your office work location in accordance with your work schedule. As a general rule, attorneys are permitted to work from anywhere (subject to supervising attorney needs and client demands), although the Firm anticipates they will generally work from the office during normal business hours.

You may be considered for alternative work scheduling on a case-by-case basis in situations where non-standard work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual department operations, to accommodate you under the Accommodation policy, and to serve the Firm as a whole with increased productivity at no expense to quality output.

Flexible work arrangements are not appropriate for all employees or positions and are not a universal employee benefit. The following conditions must be met for a flexible work schedule to be approved:

1. You must have a satisfactory attendance record, meet all performance expectations in your current role (including billable hour or revenue collection targets for attorneys), and consistently demonstrate the ability to complete tasks and assignments on a timely basis.
2. The nature of your work and responsibilities must be conducive to a flexible work arrangement without causing significant disruption to performance and/or client service delivery.

To determine whether your request for an individual alternative work schedule is appropriate, your supervisor must assess the impact and the outcome in terms of production, collaboration, quality and absenteeism, and if one or a combination of the above arrangements is in the best interests of the department, the Firm and you. Attorneys should submit requests for a flexible work arrangement to the Human Resources Department for review by appropriate Practice Group leaders.

Attendance and Punctuality

To maintain a productive work environment, the Firm expects non-attorney employees to be reliable and to be punctual in reporting for scheduled work. Regular and reliable attendance is an essential function of every job. Absenteeism and tardiness place a burden on partners, co-workers, and the Firm.

As a result, you are expected to report to work as scheduled, on time, and be prepared to start working. You are also expected to remain at work for the entire scheduled workday, except for permitted meal and rest breaks when you may leave the office if time permits.

This policy does not apply to absences which are protected under a law (such as absences covered by the Family and Medical Leave Act (FMLA), or leave provided as a reasonable accommodation under the Americans with Disabilities Act (as amended), leave provided under the Pregnancy Discrimination Act or a state counterpart, or other leaves required by applicable state or local laws).

An “absence” is any failure of you to be at work when you are scheduled to work. For this policy, absence falls into two types:

1. Excused absence when all of the following conditions are met:
 - a. You request time off in advance (as outlined below)
 - b. The absence is approved in advance by your supervisor
 - c. You have sufficient accrued PTO to cover the absence (with limited exception during first 12 months of employment)
2. Unexcused absence occurs when any of the above conditions are not met

Scheduling and Reporting

To schedule time off in advance, you must check the dates with your supervisor (and team coordinator for LAAs) and receive approval from your supervisor. Sufficient advance notice is defined by your supervisor, but is generally recognized as at least one week in advance.

In the rare instances when you cannot avoid being late to work or are unable to work as scheduled, you must notify your supervisor (and team coordinator for LAAs) via phone call or email as soon as possible but before the scheduled start of your workday. You must contact your supervisor via phone call before the scheduled start of your workday on each day that you are off without preapproval (even if each day is related to the same issue). If you are unable to call, you must have someone make the call. Text messages are not permissible for reporting absences/tardiness.

Disciplinary Action

Poor attendance is determined by your supervisor based on department and business needs, but is generally viewed as:

1. Six or more unexcused absences in a six-month period, or
2. Any failure to follow absence notification rules and timely notify your supervisor (and team coordinator for LAAs) of unscheduled time away from work

These situations may lead to disciplinary action, up to and including termination of employment as outlined in our Disciplinary Procedures.

Job Abandonment

If you are absent two working days in a row and do not call in to your supervisor with an acceptable explanation for the absence, the Firm will consider you to have abandoned your job and a voluntary termination of employment will be processed.

Disciplinary Procedures

The Firm's position on administering equitable and consistent discipline for unsatisfactory conduct or performance in the workplace is something we take seriously. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels. By using positive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both you and the Firm.

The Firm may use progressive discipline at its discretion.

Progressive disciplinary action may call for any, all, or none of the following steps – a first offense may call for a verbal reiteration of expectations, followed by a summary memo and/or a Performance Improvement Plan; a next offense (not necessarily the same as the first) may be followed by a written warning and/or a day's unpaid suspension for the purpose of determining your desire to remain with the Firm; and, still another offense, may lead to termination of employment. The Firm reserves the right to determine which steps, if any, to utilize based on the circumstances.

For certain performance improvement needs, a written Performance Improvement Plan may be mutually developed and, if satisfactorily completed, may avoid disciplinary action steps. The Firm recognizes that there are certain types of employee problems that are serious enough to justify either a suspension to allow investigation, or, in extreme situations, termination of employment, without going through the usual positive disciplinary steps.

Employment with the Firm is considered to be employment at-will, meaning that both you and the Firm have the right to terminate the employment relationship at will at any time, with or without cause or advance notice and for any reason that is not unlawful.

Employment Classifications

The Firm has established the following definitions of employment classifications so that you understand your employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate your employment relationship at will at any time is retained by both you and the Firm.

You are designated as either nonexempt or exempt from federal and state wage and hour laws. Nonexempt employees are entitled to overtime pay under the specific provisions of federal and state laws, typically for all hours worked in excess of forty (40) hours per week. Exempt employees are excluded from specific provisions of federal and state wage and hour laws such as overtime pay. Your exempt or nonexempt classification may be changed only upon written notification by the Human Resources Department.

In addition to the above designations, you will belong to other employment classifications:

1. Regular Full-Time Staff are not attorneys and not in a temporary status and are regularly scheduled to work a minimum of the Firm's full-time weekly schedule of 37.5 hours.
2. Regular Part-Time Staff are not attorneys, are not assigned to a temporary status, and are regularly scheduled to work less than the full-time work schedule, but at least 20 hours per week.
3. Part-Week Staff are not attorneys, and are not assigned to a temporary status and are scheduled intermittently to work less than 20 hours per week.
4. Temporary Employees are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project or projects for a defined period of time. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. Temporary Employees may have either a full-time or part-time schedule. Seasonal employees are considered temporary employees.
5. Nonemployees or Contingent Workers are defined as nontraditional and nonemployee workers such as leased employees who are employed and paid by a leasing firm, or professional employer organization (PEO), which leases the workers to the Firm. Contingent workers may also be employees of a temporary staffing agency but who perform services for the Firm. The Firm retains management and responsibility for the work, but the agency pays the worker.
6. Independent Contractors are self-employed individuals who perform services for the Firm under an express agreement and who qualify for independent contractor status under applicable laws. The Human Resources Department must approve any Independent Contractor arrangements and will consult federal and state rules in doing so.

Other terminology used by the Firm that is important to know includes the following:

1. Employees can be exempt or nonexempt, and are non-partners.
2. Colleagues refers to all employees and partners.
3. Staff can be exempt or nonexempt employees and are not practicing attorneys.
4. Timekeepers are attorneys, librarians, paralegals, case assistants, or specialists who bill time worked for clients.

Performance Evaluation & Compensation Guidelines

When hired, the Human Resources Department takes into account the position for which you are hired, and your past experience, education and skills. In setting the starting pay for a new employee, the Firm evaluates internal equity and external market pay data. The Firm strives to pay competitive wages in all positions.

Once you are hired, you and your supervisor are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted at least annually to provide both your supervisor and you the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, discuss positive, purposeful approaches for meeting goals and most importantly, to officially recognize and appreciate the contributions you have made to the Firm.

Merit-based pay adjustments and bonuses may be awarded by the Firm in an effort to recognize superior performance. The decision to award such an adjustment is dependent upon numerous factors – some of which include experience, work complexity, internal equity, and market job value. The most important factor, however, is merit and the assessment of merit is based in large part on information obtained through the formal performance evaluation process.

Should your base pay not compare closely with the current market value for the position (as determined by the Firm) and experience in the job held, you may receive an increase moving your base pay toward the job's market value. If you are receiving pay considerably beyond market and internal value, your annual pay increase may be postponed for a time.

Bonuses are discretionary and are not guaranteed. Whether they will be awarded to any employees, the employees to whom they will be awarded, and the amounts of such bonuses are determined if and when appropriate, normally after the close of the Firm's books for the calendar year. If awarded, the Firm may take into account any factors it deems appropriate in its sole discretion, which may include Firm profitability and your most recent performance review.

Separation of Employment

While we hope your employment relationship with the Firm is a mutually beneficial experience, the Firm recognizes that separation of employment occurs for a multitude of reasons. You or the Firm may request an exit interview prior to departure with the Human Resources Department to provide an opportunity to discuss issues such as employee benefits, final pay, and any concerns or suggestions you may have.

Since employment with the Firm is based on mutual consent, both you and the Firm have the right to terminate employment at will at any time, with or without cause or advance notice and for any reason that is not unlawful. You will receive your final pay in accordance with applicable state law. The Firm requests at least two weeks' prior notice in order to have sufficient time to adjust to your departure and to make a smooth transition.

Except as required by law or by separate agreement, pay will end on the date of termination and benefits will end at such time as is specified in the plan or policy for each benefit. More specifically, all earned benefits that are due and payable at termination under a policy or as a legal requirement will be paid. Some benefits may be continued or converted at your expense if you so choose. You will be notified in writing of the benefits that may be continued or converted and of the terms, conditions, and limitations of such continuance/conversion.

You must return all Firm property such as laptop, other computer equipment, and building fobs and access cards in good working condition. Lost, damaged items or failure to return Firm property may result in deductions from your final paycheck to the fullest extent permitted by applicable laws.

Also, any outstanding financial obligations owed to the Firm will also be deducted from your final check to the fullest extent permitted by applicable laws. If your final check does not sufficiently cover the amount owed, you will remain liable for that amount.

PAY PRACTICES

Time Keeping/Overtime

All Nonexempt Employees

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require the Firm to keep an accurate record of time worked in order to calculate your pay and benefits. The Firm's work week for timekeeping purposes is Monday through Sunday.

Nonexempt employees should accurately record (in for the day, out for lunch, in after lunch, and out for the day) the time you work each day in the timekeeping system. Overtime work must always be approved by your supervisor(s) before it is performed. You are also not permitted to work "off the clock" (meaning working without recording the hours worked) either on your own accord or at the request of your supervisor, attorney, partner, or any other Firm colleague. This includes casual overtime (e.g., starting a few minutes before your normal start time, working during your lunch period, staying a few minutes late to finish up a project, working in the evenings or on weekends, etc.).

For each pay period, you and your supervisor must approve the hours reported in the timekeeping system before the Human Resources Department will process it for payroll. It is your responsibility to record your time in the timekeeping system to certify the accuracy of all time recorded.

While on PTO, nonexempt staff are not permitted to review or respond to Firm e-mail or voicemail or otherwise work. Should your supervisor require, in advance, that you do so while on PTO, you must enter in the timekeeping system the hours spent as worked time and not PTO time for that day.

Scheduled work time missed, up to four hours in one work week, may be made up during the same work week if approved by your supervisor(s). Any time missed beyond four hours in one work week must be taken using available PTO hours. If PTO is unavailable, the time will be unpaid.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record, may result in disciplinary action, up to and including termination of employment.

All Timekeepers (Exempt and Nonexempt)

Individuals who bill their time to clients must complete their timesheets daily, enter the time into the appropriate billing system, or turn the timesheets in to their legal support staff for processing.

Overtime

When operating requirements or other needs cannot be met during regular working hours, nonexempt staff may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be made by the attorney(s) or other supervisor(s).

For nonexempt employees with a weekly schedule of 37.5 hours, hours worked between 37.5 and 40.0 per week will be paid at regular pay and time and one-half will be paid for all hours worked over 40.0 per week. In determining whether overtime was worked, the Firm does not count hours that were not actually worked even if they are paid pursuant to a Firm paid time off benefit (such as PTO, holidays, bereavement leave, jury duty leave, workers' compensation, STD/LTD, etc.).

Failure to work scheduled overtime or overtime worked without prior authorization from your supervisor may result in disciplinary action.

Paydays

**Last updated February 2023*

You are paid semi-monthly and the month is split into two pay periods consisting of the 1st of the month – 15th and 16th – End of Month. Pay dates are posted for the year on the Human Resources page of the firm's intranet (*SF Central*).

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, you will receive pay on the last business day before the regularly scheduled payday.

The Firm prefers you have your pay directly deposited into your bank account. You will receive an itemized statement of wages when the Firm completes a direct deposit.

Each paycheck will include earnings for all work performed through the end of the respective payroll period, including overtime and any pay adjustments.

We make every effort to ensure you are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are either found on audit or called to our attention, we will make any correction that is necessary. This may include overpayments and you must return overpayments to the Firm as soon as possible and within the same calendar year. If a wage overpayment occurs, we will deduct the amount from the next available paycheck(s) until the overpaid amount is fully repaid.

Please review your paystub online each pay date to make sure it is correct. If you believe a mistake has occurred or have any questions you can contact the Payroll Administrator.

Pay Deductions

The law requires that the Firm make certain deductions from your compensation. Among these are applicable federal, state, and local income taxes, which are then remitted by the Firm to various tax agencies.

The Firm offers programs and benefits beyond those required by law. If eligible, you may voluntarily authorize deductions from your paychecks to cover the costs of participation in these programs. Deductions for payment of short and long-term disability benefits are mandatory.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Firm's Payroll Administrator can assist.

Exempt Employees

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours that you may work for the Firm. This salary will be established at the time of hire or when you become 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 you perform.

You will receive your full salary for any workweek in which work is performed. However, under federal law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons in a workweek in which work was performed:

1. Full day absences for personal reasons, including vacation
2. Full day absences for sickness or disability, since we have a short-term disability insurance plan
3. Family and Medical Leave absences (either full or partial day absences)
4. To offset amounts received as payment for jury and witness fees or military pay
5. Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies
6. The first or last week of employment in the event you work less than a full week

In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons. However, you may be required to use PTO within a workweek:

1. Partial day, non-FLMA, absences for personal reasons, sickness or disability
2. Your absence because the facility is closed by the Firm on a scheduled work day (holidays, inclement weather days)
3. Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work
4. Any other deductions prohibited by state or federal law

Direct Deposit

Direct deposit is the preferred method of payment for all salaries and wages. By enrolling in direct deposit, you eliminate any delay that may arise from the mailing or delivery of regular checks to our Firm by our payroll provider.

Should your account information change at any time, it is your responsibility to update the Human Resources Information System with your new account details as soon as possible.

Final Pay

Although the Firm hopes that employment with the Firm will be a mutually rewarding experience, it is understood that varying circumstances can result in a voluntary or involuntary separation of employment.

Pay in Lieu of Notice

If you voluntarily resign and provide advance notice of resignation, the Firm reserves the right to accelerate your last day of work to an earlier date for any reason. In such a case, the Firm may either:

(1) also accelerate the resignation or official separation date to coincide with the last day worked (in which case you will not receive any further pay after the last day worked); or (2) relieve you of all duties but pay you through all or a portion of the notice period that remains before the original designated resignation and then separate the employment as of the last day for which pay is provided. Such a decision will be based on the facts or circumstances and where job or business needs warrant. Such a decision should not be perceived as reflecting negatively on you, given that it may be due to a variety of reasons not known to you or other employees.

Forwarding Address

When departing, you will be asked to confirm your forwarding address to ensure that benefits and tax information are received in a timely manner. Final pay will be direct deposited (if already elected) the next payday unless state law or other procedures dictate other forms of payment. The Firm will use your address on file for any final communications and payment information. It is your responsibility to inform the Human Resources Department of address changes prior to your separation of employment. It is your responsibility to provide the Firm with an accurate address for up to one year after termination for tax reporting and Form W-2 purposes.

Unused PTO

Accrued but unused PTO will be paid out if you are eligible for such a payout under the terms of the Firm's PTO policy or if applicable law otherwise requires.

If you have been advanced PTO and have a negative PTO balance upon separation, the amount of advanced PTO will be withheld as an offset against any final compensation or monies owed to you upon separation of employment (such as regular pay, bonuses, expense reimbursements, etc.), to the fullest extent permitted by law.