



Diverse Facility Solutions

# EMPLOYEE HANDBOOK – TEXAS SUPPLEMENT

Guidelines and Resources Manual

DFS-5HR  
Revision  
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# Diverse Facility Solutions

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## **FOREWORD**

Whether you have just joined our staff or have been at Diverse Facility Solutions for a while, we are confident that you will find our company a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of Diverse Facility Solutions to be one of its most valuable resources. This employee handbook – Texas Supplement has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this employee handbook – Texas Supplement. First, it is a supplement to the company's employee handbook and it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resource Department. Neither this employee handbook – Texas Supplement nor any other company document confers any contractual rights, either expressed or implied, to remain in the company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time. The company may terminate your employment at will with or without cause and without prior notice. Likewise, you may resign for any reason at any time. No supervisor or other representative of the company (except the president) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This employee handbook – Texas Supplement and the information in it should be treated as confidential. No portion of this employee handbook – Texas Supplement should be disclosed to others, except Diverse Facility Solutions employees and others affiliated with Diverse Facility Solutions whose knowledge of the information is required in the normal course of business.

Some subjects described in this employee handbook – Texas Supplement are covered in detail in official policy documents. Refer to these documents for specific information because the handbook only briefly summarizes those guidelines and benefits. Please note that the terms of the written insurance policies and plans are controlling and override any statements made in this or other documents.

Whenever there is a conflict between this employee handbook – Texas Supplement and any collective bargaining agreement that may be applicable to the employee's employment, the provisions of the collective bargaining agreement shall govern, but only to the extent the collective bargaining agreement complies with federal and state laws and only with respect to the employees included in the bargaining unit.

## **TIME OFF/LEAVES OF ABSENCE**

### **Sick Leave**

All full-time, regular employees accrue sick leave from the date of hire, at a rate of one (1) hour for every 30 hours worked up to a total of 3 days per year. Part-time, regular employees also accrue paid sick leave at the same rate from the date of hire but the total amount of annual paid sick leave they earn is a prorated portion of the full-time total of three (3) days per year based on the average number of hours the part-time employee works per week. For example, an employee who normally works 30 hours per week works  $\frac{3}{4}$  time ( $\frac{3}{4} \times 40 = 30$ ) and therefore is eligible to earn up to 18 hours of paid sick leave per year ( $\frac{3}{4} \times 24 = 18$ ). Employees become eligible to use accrued sick time beginning on their 90<sup>th</sup> day of employment with DFS.

Sick leave accrued under this policy may be used for an employee's own or an immediate family member's personal illness, treatment, care, including preventative care, medical and dental appointments. Sick leave may also be used for illness and well care in an employee's immediate family.

Employees requiring time off under this policy should provide as much advance notice to their supervisor as practicable. If sick leave is exhausted, any available vacation hours may be used in its place. An employee who has a sick leave absence in excess of three consecutive working days may be required to provide appropriate documentation to Human Resources to support the leave taken.

Accrued but unused sick leave may carry over from year to year up to the employee's applicable sick leave bank cap. Full-time employees' sick leave bank is capped at a maximum of 48 hours. Part-time employees' sick leave bank is capped at a prorated share of 48 hours using the accrual formula described above.

Sick leave may not be used before accrual. Employees are not paid for unused sick leave upon termination of employment.

### **Unpaid Personal Leave of Absence**

Any regular employee who was worked for the company for at least ninety (90) days and who requires time off in a situation that is not covered by another leave policy as set forth herein, may request an unpaid personal leave of absence to last up to thirty (30) days. Unpaid personal leaves of absence may be granted at the sole discretion of the Company for justifiable reasons, provided the leave does not seriously disrupt the Company's operations. The company reserves the right to extend personal leaves of absence, in its sole discretion and depending upon the particular circumstances. Job performance, absenteeism and departmental requirements will all be taken into consideration when evaluating requests for personal leave of absence.

Please contact Human Resources for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis.

The employee will not be paid for holidays during a leave of absence.

Reinstatement will not be guaranteed to employees returning from personal leave. However, the



Company endeavors to place employees returning from personal leave in their former position (or in a comparable position) subject to budgetary restrictions, the Company's needs to fill vacancies, and other factors within the sole discretion of the Company. This does not affect the employee's employment at will status.

### **Bereavement Leave**

A regular employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Bereavement leave will be granted unless there are unusual business needs or staffing requirements.

Paid bereavement leave is granted to employees who passed their 90-day probationary period according to the following schedule:

- Employees are allowed three (3) days of paid leave in the event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter, grandparent, grandchild, domestic partner.
- Employees are allowed two (2) days of paid leave in the event of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, and spouse's grandparent.
- Employees are allowed up to four (4) hours of bereavement leave to attend the funeral of an employee or retiree of the company.

### **Jury Duty**

The company recognizes that jury service is an important civic obligation. To eliminate hardship associated with the fulfillment of that obligation, the company will provide a limited salary/pay continuation for employees called to serve. Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide him/her with a copy of the jury summons.

#### Non-Exempt Employees

The company will pay regular full-time and regular part-time non-exempt employees for time off for jury duty up to one (1) week (5 days) of pay. Employees must complete their 90-day probationary period before jury duty pay applies. For any absences in excess of the 5 paid working days per year, nonexempt employees may use accrued vacation time during this period or take the time off without pay. Nonexempt Employees must inform their supervisor of any breaks in jury service so that they may be scheduled to work on those days. Nonexempt Employees are required to work scheduled weekends while on jury service, assuming that their service is not extended to the weekend. Supervisors are required to notify employees of scheduled work on weekends.

Additionally, the following apply to the application of jury duty pay:

- Jury Duty Pay will not exceed the number of regular hours the employee is scheduled to work during jury service.
- Jury Duty Pay will not be paid for days the employee is not scheduled to work.
- Jury Duty Pay will not be paid for days the employee is on an approved leave of absence.
- Jury Duty Pay will not be paid for company holidays.
- Jury Duty Pay will not be paid for days the company is shut down.
- Jury Duty Pay does not count toward the calculation of overtime.

### Exempt Employees

Exempt employees will be paid their normal salaries for up to 5 working days per year for absences for jury or witness duty. Employees must complete their 90-day probationary period before jury duty pay applies. For any absences in excess of the 5 paid working days per year, exempt employees may use accrued vacation time during this period or take the time off without pay.

Exempt staff members will be paid their normal salaries during any workweek in which they appear as a juror and also perform services for the company, regardless of the amount of time spent performing those services. If an exempt staff member performs no work during any workweek in which he/she serves on a jury after the 5 paid working days, then the full weekly salary need not be paid.

### Benefits

Benefits coverage will continue during the period of jury duty service. However, it is the employee's responsibility to maintain their portion of insurance premiums for continued coverage. Failure to make timely premium contributions may result in loss of benefits.

### Return to Work

Upon completion of jury duty, the employee is required to return to work for their next schedule shift. The company will return the employee to the same position held when service began, or to an equivalent position in terms of pay, benefits and terms and conditions of employment. Employees are not required to submit jury service pay received from the court to the company.

### **Witness Leave**

Employees who receive a subpoena to appear at a judicial proceeding unrelated to their work for DFS may take leave in order to comply with that subpoena. Employees shall give the company reasonable advance notice of their need for time off for this purpose (unless advance notice is not feasible) and a copy of the subpoena. Where the need for leave is not foreseeable, the employee is expected to notify the company as soon practicable and, absent unusual circumstances, in accordance with the company's normal leave procedures. Employees may also be asked to provide documentation confirming their attendance at such proceedings.

Witness leave is unpaid. However, employees may choose to use any accrued vacation before taking unpaid leave and to the extent required by applicable law, exempt employees will be paid their normal salary during any workweek in which they perform services for the company.

### **Voting Leave**

We encourage our employees to exercise their voting privileges in local, state and national elections. Employees should generally have sufficient time to vote either before or after regularly assigned work hours. If an employee knows or has reason to believe that this is not the case, he or she should notify the company at least two (2) full working days in advance of the need for time off to vote. The Company will then provide sufficient time off before or after work for the employee to exercise voting rights. Time off for voting should be reported and coded appropriately on timekeeping records.

### **Election and Political Convention Leave**

Employees who are chosen to serve as election officials at polling sites or who are selected to participate in a precinct, county, district or state convention will be permitted to take required time off to serve in this capacity. It is incumbent on employees who need such leave to notify their manager a minimum of seven (7) days in advance of their need for time off in order to accommodate the

necessary rescheduling of work periods. Leave under this section is unpaid. However, employees may choose to use any accrued vacation before taking unpaid leave and to the extent required by applicable law, exempt employees will be paid their normal salary during any workweek in which they perform services for the company.

Leave under this section should be reported and coded appropriately on timekeeping records.

### **Military Leave of Absence**

Diverse Facility Solutions is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States or any U.S. State's organized militia, including but not limited to Reservists and National Guard members. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact Human Resources.

Employees taking part in a variety of military-related duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including, but not limited to Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence, though exceptions may apply.

Employees who voluntarily or involuntarily enter the Army National Guard and the Air National Guard of the United States will be granted extended leaves of absence without pay for the duration of required military service in accordance with federal and state laws governing such leaves. Employees requesting leave for military duty should contact Human Resources to request leave as soon as they are aware of the need for leave. For detailed information on eligibility, employee rights while on leave, and job restoration upon completion of leave, and to request appropriate forms, contact Human Resources.

### **Pregnancy Accommodation**

The Company will reasonably accommodate qualified individuals who are pregnant (as used in this policy "pregnant" or "pregnancy" means pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth) so that they can perform the essential functions of their job. Any employee who requires accommodation due to pregnancy should notify Human Resources. Such accommodations may include but are not limited to reasonable break time and a private space (not a bathroom stall) in close proximity to the employee's workstation to express breast milk. As a general guideline, to the extent possible, the Company will permit the same or similar accommodations as it has provided to other employees who have been temporarily disabled by conditions unrelated to pregnancy.

Employees who request leave and other accommodations due to pregnancy may be required to provide documentation from their health care provider as to the need for leave or other accommodations. The Company will not require pregnant employees to take leave or accept an accommodation if the employee did not request the accommodation and does not want the

accommodation and will not require an employee who is pregnant to take leave when another reasonable accommodation is available. When an employee who is pregnant does take leave, the Company will attempt to reinstate the employee to her original job or an equivalent position. The employee should provide reasonable notice to the Company of her intent to return to work, as well as documentation from her health care provider clearing her to return to work.

Human Resources is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues. Individuals who are pregnant and would like to request a reasonable accommodation because of pregnancy must contact Human Resources.

### **Lactation/Breastfeeding**

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. Diverse Facility Solutions will designate a room for this purpose based on location. A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee 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 or refrigeration and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting their manager. Additional rules for use of the room and refrigerator storage will be posted in the room. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.



## **Employee Handbook – Texas Supplement Acknowledgment and Receipt**

**I have received my copy of the Employee Handbook – Texas Supplement.**

The employee handbook – Texas Supplement describes important information about Diverse Facility Solutions, and I understand that I should consult my manager or Human Resources regarding any questions not answered in the handbook supplement. I have entered into my employment relationship with Diverse Facility Solutions voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either Diverse Facility Solutions or I can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the president of company, no manager, supervisor or representative of Diverse Facility Solutions has any authority to enter into any agreement for employment other than at will; only the president of the company has the authority to make any such agreement and then only in writing signed by the president of Diverse Facility Solutions.

This employee handbook – Texas Supplement and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Diverse Facility Solutions. By distributing this employee handbook – Texas Supplement, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by Diverse Facility Solutions, and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the president of Diverse Facility Solutions has the ability to adopt any revisions to the policies in this employee handbook – Texas Supplement.

**I understand and agree that nothing in the Employee Handbook – Texas Supplement creates, or is intended to create, a promise or representation of continued employment and that employment at Diverse Facility Solutions is employment at will, which may be terminated at the will of either Diverse Facility Solutions or myself. Furthermore, I acknowledge that this employee handbook – Texas Supplement is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Diverse Facility Solutions or myself.

Whenever there is a conflict between this employee handbook – Texas Supplement and any collective bargaining agreement that may be applicable to the employee's employment, the provisions of the collective bargaining agreement shall govern, but only to the extent the collective bargaining agreement complies with federal and state laws and only with respect to the employees included in the bargaining unit.

I have received the employee handbook – Texas Supplement, and I understand that it is my responsibility to read and comply with the policies contained in this employee handbook – Texas Supplement and any revisions made to it.

\_\_\_\_\_  
Employee's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee's Name (Print)

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**