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# EMPLOYEE VACATION AND LEAVE POLICY

_____

*State of Alabama*

**BACKGROUND:**

A. This Employee Vacation and Leave Policy (the "Policy") is made effective as of the following date: _____.

B. This Policy outlines the terms, conditions, procedures, and expectations regarding vacation and other forms of leave for employees of _____.

C. Regular attendance is vital to maintaining business operations. However, the Company understands that employees may need time off from work and the Company offers several types of leave of absence for various reasons.

D. This Employer will offer at least the minimum benefits mandated by law, and this Policy is merely complementary to the existing legal guidelines.

*By signing this document, an employee agrees to the following terms:*

## *I. DEFINITION OF TERMS.*

1. **Family and Medical Leave Act (FMLA)**: The FMLA is a federal law that entitles eligible employees of covered employers with at least 50 employees to take unpaid, job-protected leave for specified family and medical reasons, including the birth, adoption, or surrogacy of a child.

2. **Maternity Leave**: Leave provided specifically to birthing parents that primarily focuses on their health and wellbeing and bonding with their new child.

3. **Parental Leave**: More inclusive leave that includes fathers, adoptive parents, non-biological parents, and other parents who do not give birth to their children. It is similar to maternity leave in that it emphasizes bonding as well as shared parenting and caregiving duties.

4. **Surrogacy**: A medical process wherein a third-party individual carries and gives birth to a child for an individual or couple. Most commonly, the baby being carried is not biologically related to the surrogate who is carrying the baby.

## *II. ELIGIBILITY.*

5. This Policy applies to all employees who work for the Employer and meet the requirements described herein.

6. This policy does not apply to the following employees:

_____

7. Covered employees must have worked for the Employer for at least _____.

8. The following individual will act as the authorized manager responsible for implementing and applying this policy in the workplace: _____ ('**Benefits administrator**').

## *III. LEAVE PROCEDURES.*

9. Employees must submit a leave request for planned leave the following number of days in advance: _____.

10. In case of emergency, an employee should submit a request for leave as soon as they become aware of their need for such.

11. If an employee applies for unemployment insurance benefits, accepts alternate employment, engages in other employment or consulting outside the Company during a leave of absence, the employee may be considered to have voluntarily resigned from employment with the Company.

12. All leave of absence requests will be considered as they relate to the Company and its work requirements, as determined by Company management.

13. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave of absence is an appropriate accommodation based on the employee's circumstances.

14. Recommendation for a medical leave of absence requires an employee to provide a certification from their healthcare provider to the Company. The leave request may be delayed or denied in the event that the certification cannot be provided to the Company in a timely manner. An extension of leave must be approved before the expiration of the leave currently approved.

15. Except as where required by law, there is no guarantee that the employee will be able to reinstated to their prior position. However, the Company will make every reasonable effort to ensure the employee is reinstated to their similar or exact position as before the leave.

## *IV. MEDICAL CERTIFICATION.*

16. When leave is requested for medical reasons, the employee must submit a medical certification from their health care provider that establishes the employee is eligible for family and medical leave.

17. This certification must be provided as soon as is reasonably practicable, and not later than the date leave commences or 2 days of the Company's request, whichever is later.

18. When leave is requested due to an employee's own serious health condition, the certification must include:

a. the date the serious health condition began;
b. the estimated duration of the serious health condition; and
c. a statement that because of the serious health condition, the employees is unable to work and/or needs medical treatment.

## *V. PAID TIME OFF.*

19. All eligible employees are entitled to the following number of paid time off ("PTO") days per calendar year: 2 days.

20. A PTO days' pay for regular full-time employees will be calculated based on the employee's base rate of pay multiplied by the number of hours the employee would otherwise have worked that day.

21. A PTO days' pay for regular part-time employees will be calculated on a prorated basis.

22. Employees may not accrue more than the following number of days of time off: 2 days. Once an employee's time off balance reaches this limit, an employee will be required to take time off to bring the limit within the acceptable range or lose the excess time if not used before the next calendar year.

23. When employees eligible for paid time off days do not take the full amount of PTO they could have taken in a year, that amount automatically rolls over to the following year until the maximum PTO limit has been reached.

24. In order to take any PTO, employees must provide the following amount of notice: _____.

***VI. OBSERVED HOLIDAYS.***

25. The Company observes the following paid holidays:

_____

26. The following number of floating holidays will be provided by the Company each year: 2 (two) times. At the beginning of each year, any floating holidays will be designated by the Company and all employees will be properly notified of the chosen floating holidays.

27. All eligible employees will receive paid holiday time off from the Company. The calculation for holiday pay for regular full-time employees will be based on the employee's base rate of pay multiplied by the number of hours the employee would otherwise have worked that day. Pay for regular part-time employees will be calculated on a prorated basis.

28. If an eligible non-exempt employee works on a recognized holiday with Company approval, they will receive holiday pay in addition to wages at their straight-time rate for the hours worked on the holiday.

## *VII. PREGNANCY-DISABILITY LEAVE.*

29. Employees who are considered disabled due to pregnancy, childbirth, or a related medical condition may request a paid leave of absence. Such leave will be granted for the period of disability, not to exceed four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and childbirth recovery.

30. Leave provided for pregnancy disability is treated separately from other leave types required by the state family and medical leave law. Pursuant to the federal FMLA for all eligible employees, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave.

31. Employees who wish to take a pregnancy disability leave must notify the Benefits administrator named above of the effective leave date and the estimated duration of the leave. Notice should be given as previously indicated. The employee must also provide a medical certification of disability to the Employer. A delay or denial of leave may result in failure to provide the required medical certification to the Employer in a timely manner. The employee is required to provide a medical certification that they are able to resume their specific job duties prior to returning to work. Appropriate certification and leave forms may be obtained from the Employer.

32. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be re-employed in their former position or a comparable job, as required by law.

33. Under certain conditions, employees who are experiencing or affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties. Under the advice of the employee's healthcare provider, reasonable accommodations may be requested to assist employees in performing their job duties. Lactation accommodation is also available, upon request. Please contact the Benefits administrator named above for more information on pregnancy disability leave or transfer and its effect on the terms, conditions, or benefits of employment.

## *VIII. MATERNITY AND PARENTAL LEAVE.*

34. Employees are giving birth to a child are entitled to _____ of maternity leave. This period includes both pre-delivery and post-delivery recovery time, if applicable. If the employee is a non-birthing parent, the same _____ period applies as parental leave.

35. Employees taking maternity or parental leave may divide the leave into two segments with a maximum of _____ taken before the expected delivery or adoption and the remaining time taken after.

36. Employees will receive _____ paid maternity or parental leave. Employees will be paid 100% of their regular salary per pay period during the maternity or parental leave period.

37. Employees are required to provide written notice of their intention to take maternity or parental leave at least _____ in advance of their leave. This notice should include the expected start date of the leave. Additionally, employees may be required to provide appropriate documentation, such as a medical certificate confirming the pregnancy, expected due date, or adoption/surrogacy arrangements.

38. During the leave period, employees are protected from any form of discrimination or retaliation. Upon return to work, employees will be reinstated to their previous position or an equivalent role with the same pay, benefits, and terms of employment.

39. During the maternity or parental leave period, employees will continue to receive all applicable benefits, such as healthcare and dental benefits, as if they were actively working. Employees can opt to continue contributing to any applicable benefit plans.

***IX.***

***X. MILITARY LEAVE.***

40. Military leave is available to eligible employees who enter the Uniformed Services of the United States, including the National Guard and the Commissioned Corps of the Public Health Service, or the state military forces, or the reserve components of the same, to participate in active or inactive duty or training.

41. Time off is also permitted for an examination to determine an individual's fitness for duty in any of the federal armed forces.

42. Such leave will be granted in accordance with relevant Alabama statutes and federal laws, provided all legal requirements are satisfied and the employee returns to work or applies for reemployment within the time prescribed by law.

43. The employee must provide advance notice of the need for leave whenever possible and give their immediate supervisor as much notice as possible to allow the Company to

arrange adequate coverage for their position.

44. Employees on federal military leave may be entitled to continue health insurance benefits, at the employee's expense, for up to 24 months from the date of military deployment.

### *XI. MILITARY FAMILY LEAVE.*

45. During a military conflict, employees with a spouse or registered domestic partner serving in the United States Armed Forces, National Guard, or Reserves, may take the following amount of paid leave when their spouse or domestic partner is on leave from deployment: _____.

46. The employee must have a spouse or domestic partner who is either 1. a member of the United States Armed Forces deployed during a military conflict to a designated combat theater or combat zone; or 2. a member of the National Guard who has been deployed during a period of military conflict; or 3. a member of the Military Reserves who has been deployed during a period of military conflict to be eligible for this leave.

47. Within 2 days of receiving official notice that the spouse or domestic partner will be on a qualified leave, eligible employees are required to notify the Company of their intention to take such leave and provide certifying documentation that the spouse or domestic partner will be on leave from deployment during the time the leave is requested.

### *XII. BEREAVEMENT LEAVE.*

48. In the event of a death in their immediate family, employees may have up to the following amount of time off with pay, at their regular straight-time rate or base salary, to handle family affairs and attend any services: _____.

49. Immediate family is defined as an employee's father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparent, and grandchild.

### *XIII. JURY DUTY.*

50. U.S. citizens have a civic obligation to provide jury duty service when summoned.

51. Employees are entitled to up to the following number of days off, with pay, at their

regular straight-time or base salary for jury duty: 2 days.

52. To be excused from work for jury duty, the employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover their duties. Employees are required to notify the Company or report for work on those days or parts of days when their presence in court is not required.

***XIV.***

***XV. ACKNOWLEDGMENT.***

53. By signing this, employees acknowledge and confirm that they have read and understood this Policy and agree to comply with all provisions herein.

54. Employees acknowledge and understand that this Policy is a guide and does not create contractual obligations upon the Parties. Any existing employment contracts shall be prevailing.

***XVI. GOVERNING LAW.***

55. This Policy shall be governed by the laws of the State of Alabama. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

EXECUTION:

IN WITNESS WHEREOF, the undersigned Employee acknowledges their receipt and understanding of this Policy:

_____
Employee Signature

_____

Employee Name

_____

Date