



**merritt**  
PROPERTIES

# EMPLOYEE HANDBOOK



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## 1. INTRODUCTORY STATEMENT

This Handbook is designed to acquaint you with Merritt Properties, LLC (“Merritt”), to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. This Handbook replaces and supersedes any prior employment policies and procedures.

This Handbook is an attempt to describe current policies and practices at Merritt. While Merritt hopes to keep the information set forth in the Handbook accurate and up-to-date, this may not be possible. In addition, the Handbook cannot anticipate all possible situations or future business or economic conditions. Accordingly, all employees should be aware of the following:

- **This Handbook is not a contract. It does not guarantee employment for any definite period of time.**
- Merritt reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion.
- **Your employment at Merritt is “at will.”** This means that employees are free to terminate their employment with Merritt at any time, with or without a reason, and Merritt has the right to terminate any employee’s employment at any time, with or without a reason. Although Merritt may choose to terminate employment for cause, cause is not required in order to terminate employment.
- No one other than a Team Leader can enter into an agreement for employment for a specified period of time, or make any agreement or representations contrary to this policy.

When you receive your copy of the Handbook, you will be required to sign a form confirming that you have received it, reviewed it and understand its contents.

## 2. MERRITT BUSINESS PHILOSOPHY

Merritt Properties is dedicated to the success and well-being of each and every employee. It is our goal to provide a supportive and productive work environment that fosters a sense of fulfillment, security and collaboration.

To achieve this goal, the company remains committed to Leroy Merritt's founding principles of fairness, integrity, loyalty and service, and it is this business ethic that guides our relationships with employees, clients, vendors and other business associates.

**Integrity:** It is the responsibility of each Merritt employee to conduct himself or herself in a manner that will support and enhance Merritt's reputation for fairness and a high level of integrity.

A key element of client service is a good service attitude. All clients and fellow employees deserve friendly, courteous and prompt attention. Indeed, the sign of success in our business is the ability to represent Merritt in such a positive light to even the most difficult and demanding client. Each client deserves to have questions and requests for assistance handled promptly and cheerfully. Each and every client of Merritt should be accorded VIP treatment at all times, because ultimately, there is no person more important to us.

**Conflicts of Interest:** Our general policy in this area can be summed up in the following statement: All actions engaged in by Merritt employees that might affect Merritt must always be in the best interest of Merritt, and must not be influenced by personal considerations, personal benefit, or gain. It is every employee's duty to avoid situations in which there may be a conflict of interest between that employee and Merritt.

**Relationships with Suppliers and/or Clients:** Merritt employees may not benefit personally from any purchase of goods or services for Merritt, nor derive any personal gain from transactions made in such a capacity, unless it is disclosed to their Team Leader.

### 3. NONDISCRIMINATION AND NON-HARASSMENT POLICY

**Policy:** Merritt is proud of its tradition of a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere which promotes equal opportunities and prohibits discriminatory practices or harassment based on race, color, creed, religion, national origin, ethnicity, sex, age, marital status, sexual orientation, gender identity, genetic information, status as a qualified individual with a disability, veteran status, citizenship status, or any other legally protected characteristic. Acts of discrimination or harassment based on any of these characteristics will not be allowed, tolerated, or condoned by Merritt.

- **Persons with Disabilities:** Merritt is firmly committed to complying with all applicable federal and state legislation designed to ensure equal employment opportunities to persons with disabilities. Merritt prohibits discrimination on the basis of disability in regard to all employment practices or terms, conditions and privileges of employment. Consistent with this policy and applicable law, upon an employee's request, Merritt will make reasonable accommodation to the known physical or mental limitations of qualified applicants or employees who are able to perform the essential functions of the job, unless the accommodation would cause an undue hardship on Merritt's business. If you feel that you have need for an accommodation, please contact Human Resources who will seek additional appropriate information in accordance with applicable law.
- **Pregnancy Accommodation Policy:** In compliance with Maryland law, if a pregnant employee requests an accommodation for a disability caused or contributed to by the pregnancy (including childbirth or related conditions, such as lactation), Merritt will explore reasonable accommodations with the pregnant employee, and it will endeavor to provide a reasonable accommodation unless doing so would impose an undue hardship on Merritt.

**Application of Policy:** This policy applies to Merritt employees, at all levels, management or not, and governs conduct in the workplace and at all other work-related events, such as business trips and Merritt-related functions. Merritt will also not allow, tolerate, or condone any form of illegal discrimination or harassment of a Merritt employee by clients or any other non-employee who conducts business with Merritt.

**Complaint Procedure:** Merritt encourages the reporting of all incidents of discrimination or harassment regardless of who the offender may be. Individuals who

believe that they have been subjected to discrimination or harassment should report the situation to Human Resources or any Team Leader of Merritt. It is very important that problems be brought to the attention of these individuals as soon as possible.

Merritt, through its Human Resources Department, will then conduct an appropriate investigation into the circumstances. Although Merritt will attempt to keep the report and investigation as confidential as possible, individuals must recognize that such allegations cannot be investigated and substantiated in complete secrecy.

**Retaliation Not Permitted:** Merritt will not permit retaliation against anyone making a report of discrimination or cooperating in the investigation of any such report. Anyone who feels that they have been retaliated against should immediately report the retaliation using the procedure set forth above for making reports of discrimination or harassment.

**Disciplinary Action:** Any individual determined to have engaged in discrimination or harassment in violation of this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

#### 4. SEXUAL HARASSMENT POLICY

Consistent-with Merritt's equal employment policy, harassment on the basis of any legally protected characteristic in the workplace will not be tolerated. All employees should be aware that Merritt's philosophy is to prevent such harassment from occurring. Accordingly, Merritt may take disciplinary action based upon conduct that does not meet the legal definition of harassment, but is offensive to fellow employees. With respect to harassment based on sex, Merritt is providing the following information:

**Inappropriate Conduct:** Sexual harassment in the workplace includes unwelcome or inappropriate sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, that are demanded or requested as a condition of employment or are sufficiently pervasive to create a hostile work environment. In order to prevent such situations from occurring, Merritt has implemented the following rules:

- No employee of Merritt shall insinuate or threaten, either implicitly or explicitly, that another officer's, employee's, or applicant's refusal to submit to sexual advances will adversely affect that person's employment, work status, or any other condition of employment or career development. Similarly, no employee

shall imply, promise, or grant any preferential treatment in connection with another officer, employee, or applicant engaging in sexual conduct.

**Complaint Procedure:** If an employee feels that he or she is a victim of conduct of the type listed above or of any type of sexual harassment, by any officer, manager, employee, client, or any other person doing business with Merritt, he or she should immediately bring the matter to the attention of Human Resources or any Team Leader of Merritt. As with any form of harassment, it is very important that problems of this type be brought to the attention of these individuals as promptly as possible.

Merritt, through its Human Resources Department, will then conduct an appropriate investigation into the circumstances, and will take appropriate corrective action. Merritt is aware of the sensitive nature of situations covered by this policy. Accordingly, each investigation of any complaint of sexual harassment will be conducted in as confidential a manner as possible as is consistent with completing an appropriate investigation. The findings of the investigation will be communicated to the parties involved.

**Retaliation Not Permitted:** Merritt will not permit retaliation against anyone making a report under this policy or cooperating in the investigation of any such report. Anyone who feels that they have been retaliated against should immediately report the retaliation using the procedure set forth above.

**Disciplinary Action:** Any individual determined to have engaged in conduct in violation of this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

## 5. NEW HIRES

All offers of employment are contingent on verification of your right to work in the United States. On your first day of work you will be asked to provide original documents verifying your right to work in the United States and to sign a verification form required by federal law. If you at any time cannot verify your right to work in the United States, Merritt may be required to terminate your employment.

New employees are introductory employees for the first ninety (90) days of employment. During this period, you will have an opportunity to learn your new position and see whether you enjoy your employment at Merritt. Merritt will use this period to take an initial look at whether you are able to meet its expectations. Successful completion of your introductory period is not a guarantee of continued employment.



## 6. MEDICAL EXAMINATIONS AND INQUIRIES

While Merritt understands that health matters are often matters employees would like to keep private, there are certain situations that may require disclosure or inquiry into these matters.

**Pre-employment Inquiries:** Merritt may make pre-employment inquiries into the ability of an applicant to perform job-related functions, and/or may ask an applicant to describe or to demonstrate how, with or without reasonable accommodation, the applicant will be able to perform job-related functions.

**Inquiries and Examinations During Employment:** Merritt may require a medical examination and/or inquiry of an employee that is job-related and consistent with business necessity (for example, where there is a question whether you are physically or mentally capable of performing your job or as part of discussing a reasonable accommodation of a disability).

**Confidentiality of Medical Information:** Information obtained from applicants or employees, concerning a physical or mental condition, is filed in a separate medical file. Information in that file is kept confidential, except that: (a) Team Leaders may be informed regarding necessary accommodations or restrictions on work or duties; (b) first aid and safety personnel may be informed, where and to the extent appropriate, the condition might require emergency treatment; and (c) government officials investigating compliance with applicable laws and regulations may be informed.

## 7. EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation or Retirement - voluntary employment termination initiated by an employee;
- Discharge - involuntary employment termination initiated by the organization;
- Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons.

At the time of termination, for whatever reason, the employee may be required to repay outstanding debts to Merritt and return all Merritt property (including keys, manuals,

and other Merritt materials). Your eligibility to receive any terminal leave payments (for example, any credited unused vacation) depends upon your paying off all debts and returning all Merritt property. Your membership in Merritt's Athletic Club and eligibility to attend any Merritt-sponsored trips ends on your termination.

Resignation and/or retirement are voluntary acts initiated by the employee to terminate employment with Merritt. An employee intending to resign should provide two weeks notice of resignation. The notice should be given to a Team Leader.

Merritt will consider the employee to have voluntarily terminated his or her employment if he or she does any of the following:

- Resigns from Merritt;
- Does not return from an approved leave of absence on the date specified by Merritt; or
- Fails to report to work and fails to call in for two or more working days in a row.

An employee may be immediately terminated for any number of reasons, among them, poor performance, misconduct, excessive absences, tardiness, or other violations of Merritt rules.

Merritt may need to terminate employment because of reorganization, job elimination or lack of work. Should Merritt decide that such termination is necessary, it will try to give as much advance notice as is practical.

## **8. DISPUTE RESOLUTION PROCEDURE**

Differences of opinion occasionally arise between individuals in any organization. At Merritt, such conflicts can and should be resolved through this problem resolution procedure. We encourage open discussion so that employees' questions can be promptly answered and any problems or complaints can be aired and discussed.

Employees should not be reluctant to submit a question, issue or complaint under this procedure. Merritt does not permit employees to be retaliated against or harassed for using this procedure. The management takes this commitment very seriously -- if you have used this procedure and feel that you are being harassed or retaliated against because of this, you should report the harassment to Human Resources or any Team Leader of Merritt.

## 9. MERRITT NOTIFICATION

Official Merritt news and notices, and items of general interest to employees are sent to you in an appropriate manner. Where necessary, timely responses are required. It is the responsibility of each employee to read and act accordingly to any Merritt news or notices. Failure to do so may interfere with your eligibility to recover certain Merritt benefits.

## 10. SOLICITATION

Persons not employed by Merritt may not solicit or distribute literature in the workplace at any time for any purpose, unless authorized by a Team Leader of Merritt.

## 11. ATTENDANCE

Employees who are unable to report to work due to illness or injury should notify their Team Leader prior to the scheduled start of their workday. The Team Leader must also be contacted prior to each additional day of absence.

Failure to report absence within one working day may result in disciplinary action.

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may be required verifying the condition and its beginning and expected ending dates.

## 12. GENERAL POLICIES

**Smoking:** Smoking is not permitted at any time in any Merritt location or while at a client's facility.

**Dress Code:** Employees are expected to be neatly groomed and to dress in a manner that is consistent with their work assignment. Extreme or provocative clothing, hairstyles, jewelry, make-up or body adornment should be avoided. A Team Leader may request clothing appropriate for the position.

## 13. EMPLOYMENT REFERENCE CHECKS

Employees and former employees who desire a reference from Merritt should instruct the person who desires the reference information to submit the request for reference in writing to Merritt. Upon receipt of a written request, Merritt will respond in writing. Unless the employee provides authorization and waivers of liability satisfactory to

Merritt, the response to a request for reference will be limited to providing the employee's dates of employment, salary, and position(s) held.

#### 14. PERSONNEL DATA CHANGES

It is important that each employee promptly notify Merritt of any changes in personnel data, including your mailing address, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, change of marital status and the addition of family members, and other such status reports. This information may be used to mail important correspondence (which may include, in cases of illness or termination, your paycheck), to keep benefit, payroll tax and deduction records up-to-date and in emergency situations.

#### 15. EMPLOYMENT APPLICATIONS

Merritt relies upon the accuracy of information provided in the employment application or resume, as well as the accuracy of other data provided throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in the application form or in any of the information provided by the applicant of employee to Merritt, may result in Merritt's exclusion of the individual from further consideration for employment or, if the person has been hired, immediate termination of employment.

#### 16. PERFORMANCE EVALUATIONS

Team Leaders are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal annual performance reviews may be conducted to provide both Team Leaders and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

#### 17. YOUR PAY CHECK

**Paydays:** All employees are paid bi-weekly. Each payday will include earnings for all work performed through the end of the previous payroll period.

**Paycheck corrections:** You should review your check carefully, when you receive it. If you believe any error has been made, or if you have any questions regarding the amount, you should contact the Payroll Manager immediately.

**Deductions:** Merritt makes deductions from your check as required by law and any other applicable deductions.

## 18. TIME RECORDS

Federal law and Merritt policy require that our time records accurately reflect the hours worked by our employees. Your Team Leader will discuss your time record procedures at the start of your employment.

## 19. WORK HOURS/OVERTIME

Employees may be asked to work hours in addition to scheduled hours to meet workload, staffing or client service needs.

Merritt pays overtime for hourly employees. Hours worked in excess of forty (40) per week will be paid at one and one-half (1½) times the employee's normal hourly rate.

## 20. HEALTH INSURANCE AND OTHER BENEFITS

Merritt offers a group medical program to employees as deemed appropriate. If eligible, benefits are effective the first of the month following sixty (60) days of employment.

In addition to group health insurance, at this time, Merritt also offers eligible employees, beginning the first of the month following 60 days of employment, dental and vision insurance, life and accidental death and disability insurance (1st of month following 6 months of employment), 401(K) plan with an employer match and a Flexible Spending Account.

For details of the health insurance and other plans, please refer to the information given to you at the start of your employment or sent as updates. These benefits may change over time depending on business and other conditions.

## 21. VACATION BENEFITS

Customary vacation schedule is as follows, but may be adjusted at the Team Leader's discretion:

6 months to 1 year employment	-	1 week, plus 3 days
1 to 4 years employment	-	2 weeks, plus 3 days
5 to 9 years employment	-	3 weeks, plus 3 days
10 years employment	-	4 weeks, plus 3 days.

Your vacation accrues on the 1st of every January. When the date of hire is in the months of July - December, you receive the vacation allotment the following year. Vacation time must be used in the year in which it was earned and cannot be carried over to the next year.

**Scheduling Vacation Leave:** Use of vacation leave requires advance approval by your Team Leader. Keep in mind that certain times of the year are very popular for vacation requests and that you should request vacation during those periods well in advance.

If you resign during the year and have not used all of your available vacation leave, you will receive pay instead of leave, provided that you give proper notice of resignation, work as scheduled until your resignation date, pay off any debts to Merritt and return all Merritt property (for example, keys, manuals, equipment). Employees who are terminated by Merritt or who fail to give proper notice of a resignation may not be eligible for pay for unused vacation.

## 22. HOLIDAYS

Merritt recognizes the following holidays:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas (December 25).

The actual dates on which the holidays will be celebrated will be determined and communicated to all employees during the calendar year.

## 23. SICK DAYS

In addition, all Full-Time employees will be entitled to use three (3) sick days per year. Sick days begin after ninety (90) days of employment.

Before an employee uses a sick day, when possible the employee needs to notify the employee's Team Leader. Sick time must be used in the year in which it was earned and cannot be carried over to the next year.

## 24. FAMILY AND MEDICAL LEAVE

Merritt's family and medical leave policy is available to employees with at least 12 months of service and who have worked at least 1,250 hours in the 12 months preceding the first day of the leave. Employees on USERRA leave will have those hours counted toward the 1,250-hours requirement, but other forms of leave such as holiday hours, sick leave, and workers' compensation leave will not be included. If eligible, an employee may be able to take up to 12 weeks of unpaid leave that do not have to be consecutive during a 12-month period (based on a 12-month rolling cycle) for the following:

- The birth of a child or to care for a child within the first 12 months after birth;
- The placement of a child with the employee for adoption or foster care within the first 12 months of placement;
- To care for a spouse, child, or parent who has a serious health condition or a serious health condition that makes the employee unable to perform the essential functions of his/her position.
- To care for a spouse, son, daughter, parent or next of kin who is a service member recovering from serious illness or injury sustained in the line of active duty; or
- Because of a qualifying exigency arising out of the fact that a spouse, child, or parent of the employee is on active duty or has been notified of an impending call to order to active duty in the Armed Forces in support of a contingency operation.

When requesting leave, the employee must provide the organization with at least 30 days of advance notice whenever possible. Medical certification will be required if the leave request is for the employee's own serious health condition or to care for a family member's serious health condition. Failure to provide the requested medical certification in a timely manner may result in denial of the leave until it is provided.

Because Merritt wishes to ensure the well being of all employees, any employee returning from FMLA for his/her own serious health condition will need to provide a Fitness for Duty statement signed by his/her treating physician. An employee failing to provide a Fitness for Duty statement will not be permitted to resume work until it is provided. Qualifying FMLA leave will not be counted as an absence under Merritt's attendance policy. Merritt, at its expense, may require an examination by a second health care provider if the organization has a reasonable question regarding the medical certification provided by the employee.



Merritt will maintain health care benefits for the employee while on FMLA leave, but the employee is responsible for paying the normal monthly contribution. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the organization for the cost of premiums paid for maintaining coverage during the leave period. All other benefits cease to accrue during the unpaid portion of the leave.

Employees must use any accumulated sick, vacation time, or personal time, if applicable, to the extent it is available during this leave period unless such leave is covered under workers' compensation, in which case the employee may use accumulated leave time only for the purpose of satisfying any waiting period.

Absences in excess of these accumulated days will be treated as leave without pay. Upon return from leave, the employee will be restored to his/her original or an equivalent position.

If the employee and his/her spouse both work for Merritt, they are both eligible for leave. In cases other than the employee's own serious health condition, the total leave period for the employee and the employee spouse may be limited to 12 weeks total.

It may be necessary for some employees to have intermittent FMLA leave. Merritt will work with the employee to arrange a reduced work schedule or leave of absence in order to care for a family member's serious medical condition or his/her own serious medical condition. Leave because of the birth or adoption of a child must be completed within the 12-month period beginning on the date of birth or placement of the child.

If an employee requests an extension of leave beyond the 12-week period because of his/her own serious medical condition, the employee must submit medical certification of a continued serious health condition in advance of the request. Merritt will review such requests on a case-by-case basis in order to determine whether it can reasonably accommodate such a request. Reinstatement is not guaranteed on an extended leave and will depend upon the business needs of the organization.

## 25. MEDICAL LEAVE

Medical (including pregnancy) leaves of absence, other than Family and Medical Leave, may be requested by Full-Time regular and Part-Time regular employees.

If an employee expects to be absent for more than three (3) consecutive workdays as a result of an illness, injury or disability (including pregnancy), you must submit a written request for medical leave to your Team Leader of Merritt as far in advance of your anticipated leave date as practicable. If your absence is due to an emergency, you



or a member of your immediate family must inform your Team Leader as soon as is practicable. All medical leave requests must be accompanied by appropriate medical certification from your physician, indicating the condition necessitating your leave request and your projected date of return to work.

If your leave request is granted, you are required to provide Merritt with additional physician's statements attesting to your continued disability and inability to work at least once every thirty (30) days or more frequently if requested. You may also be required to provide Merritt access to your medical records or to submit to an examination at any time by a physician designated by Merritt at its discretion.

Before being permitted to return from medical leave, you are required to present Merritt with a note from your physician indicating that you are capable of returning to work and performing the essential functions of your position, with or without reasonable accommodation.

All Merritt benefits that operate on an accrual basis (e.g., vacation and paid sick days) continue to accrue only during the first thirty (30) days of your medical leave. All other Merritt benefits (e.g., hospitalization and major medical insurance) continue during your leave.

Reinstatement cannot be guaranteed to any employee returning from medical leave other than FMLA. Merritt endeavors, however, to place employees returning from leave in their former position or in a position comparable in status and pay, subject to budgetary restrictions, need to fill vacancies, and the ability to find qualified temporary replacements.

## **26. WORKERS' COMPENSATION INSURANCE**

Merritt provides a comprehensive workers' compensation insurance program at no cost to employees in accordance with applicable state law. Employees who sustain work-related injuries must inform their Team Leaders immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Neither Merritt nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Merritt.

## **27. BEREAVEMENT LEAVE**

If an employee wishes to take time off due to the death of a family member, the employee should-notify his or her Team Leader immediately.

## **28. JURY OR WITNESS DUTY LEAVE**

Upon receiving a summons to report for jury or witness duty, an employee shall on his or her next working day present the summons to his or her immediate superior. The employee shall be excused from employment for the day or days required in serving as a juror or witness in any court created by the United States or any state or commonwealth of the United States.

Either Merritt or the employee may request an excuse from jury duty if, in Merritt's judgment, the employee's absence would create serious operational difficulties.

## **29. MILITARY LEAVE**

In compliance with applicable law, Merritt allows leave for employees who are required to train or serve with military or military reserve units. Normally this is unpaid leave, but the employee may use accrued vacation leave during the period of military leave. In addition, Merritt will make up the difference between the employee's regular pay from Merritt and from military service for up to one year. Merritt also offers reinstatement rights for veterans returning from active duty, in accordance with applicable federal law.

## **30. SAFETY POLICY**

Safety is every employee's obligation. Employees must observe Merritt's safety procedures and use the safety equipment provided. We also ask that all employees assist Merritt by reporting any unsafe conditions, procedures, or practices and by making suggestions to improve safety.

In the event that an employee violates a safety rule or policy or otherwise jeopardizes his/her personal safety, and/or the safety of other employees or our clients, the employee may be disciplined, up to and including discharge.

## **31. USE OF EQUIPMENT**

When using Merritt equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and

guidelines. Please notify your Team Leader if any equipment, machines, or tools appear to be damaged, defective, or in need of repair.

In addition, please keep in mind that all electronic and telephonic communication systems, including e-mail, and all communications and information transmitted by, received from or stored in those systems are the property of Merritt. As such, these systems are to be used solely for job-related purposes.

Employees are reminded that all electronic and telephonic communications are subject to Merritt's policies regarding nondiscrimination and sexual harassment.

To ensure that Merritt's electronic and telephonic communication systems are used only for legitimate business-related purposes, Merritt may monitor the use of such equipment and systems from time to time. Merritt will never ask an employee to disclose his or her confidential passwords to his or her personal accounts or services. Failure to comply with this policy may result in discipline, up to and including discharge. See Merritt Safety Handbook.

## **32. ACCIDENT REPORTING**

All accidents involving damage to Merritt's property, injury to our employees (no matter how slight), injury or potential injury to clients or their property are to be reported immediately to your Team Leader. Failure to promptly report accidents may result in disciplinary action.

## **33. SOCIAL MEDIA POLICY**

Merritt understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities.

The principles and guidelines found in Merritt's other policies in this Handbook apply to your activities online. You are solely responsible for what you post online. Before creating online content, consider some of the risks and responsibilities that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow Merritt employees or otherwise affects clients or Merritt's legitimate business interests may result in disciplinary action, up to and including termination. However, in accordance with applicable law, you will not be disciplined for posting material whose content is legally protected.

Employees are reminded to always be fair and courteous to fellow employees and clients. Also, keep in mind you are more likely to resolve work-related complaints by

speaking directly with your co-workers or supervisor than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages clients or fellow Merritt employees, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, sexual orientation or other status protected by law or company policy.

### **34. DRUG-FREE WORKPLACE POLICY**

Merritt acknowledges the problem of substance abuse (including alcohol) in our community. Furthermore, we see substance abuse as a serious threat to the health and safety of our employees and to the integrity of our business. This policy is enacted in response.

The use, possession, or sale of illegal drugs, the consumption of alcohol, and the abuse of other legal substances while on Merritt premises or during the conduct of Merritt business is prohibited. This Policy shall not apply to certain business-related functions, such as holiday parties and other social events, concerning the use of alcohol, provided that such alcohol is consumed in a responsible manner. In no event, may an employee consume alcohol at any Merritt function in an amount to render him or her impaired or not in full control of his or her faculties.

In addition, the off-duty use, possession, distribution, or sale of illegal drugs and reporting to work with detectable amounts of alcohol in one's system are also prohibited. Employees who violate this policy will be subject to appropriate disciplinary measures, up to and including termination.

Illegal drugs include (but are not limited to) marijuana, cocaine, opiates, PCP, and amphetamines. In addition, for purposes of this policy, prescription and over-the-counter drugs used without authorized prescription or contrary to medical advice will also be considered illegal drugs. Employees who are taking over-the-counter or prescription medication in accordance with prescription/direction do not violate this policy so long as they do not report to work in an impaired condition.

Merritt encourages employees who abuse alcohol or abuse illegal drugs to seek rehabilitation and or treatment before their problem exposes them to disciplinary measures or potential termination. Seeking such assistance does not abrogate compliance with Merritt's policies or job performance expectations.

## 35. AFFIRMATIVE ACTION PLAN POLICY STATEMENT

### Statement of Policy

#### 41 C.F.R. 60•741.44(a), • 300.44(a)

It is the policy of Merritt Properties, LLC not to discriminate on the basis of a physical or mental disability or an individual's status as a Covered Veteran with regard to recruitment or recruitment advertising, hiring, training, promotion, and other terms and conditions of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. The Company does and will take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities and Covered Veterans without discrimination based upon their physical or mental disability, or veterans' status, in all employment practices as follows: Employment decisions at the Company are based only on job-related criteria. All personnel actions or programs that affect qualified individuals with disabilities or Covered Veterans, such as employment, upgrading, demotion or transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, will be made without discrimination based upon the individual's physical or mental disability or veterans' status. The Company makes, and will continue to make, reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans, unless such accommodations would impose an undue hardship on the Company's business. Tracy Funk, Affirmative Action Officer for the Company, will manage Merritt Properties, LLC's AAP for individuals with disabilities and Covered Veterans. The AAP includes an audit and reporting system, which, among other things, measures the effectiveness of the AAP. All managers and supervisors will take an active part in the Company's AAP to ensure that all qualified employees with disabilities and Covered Veterans and prospective employees are considered and treated in a non-discriminatory manner with respect to all employment decisions. Furthermore, Merritt Properties, LLC will solicit the cooperation and support of all employees for the Company's policy and AAP. The Affirmative Action Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the policy of affirmative action for individuals with disabilities and Covered Veterans. In accordance with public law, the Company's plan of affirmative action for individuals with disabilities and Covered Veterans is available for inspection in the Human Resources Department Monday through Friday, 9:00 AM to 5:00 PM, upon request. In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, activities such as filing a complaint, assisting or participating in an investigation, compliance review or hearing, or opposing any act or practice made unlawful, or exercising any other right protected by Section 503 of the Rehabilitation Act of 1973, as amended or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.

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Holly Moye,  
Human Resources Director

**RECEIPT FOR HANDBOOK AND  
ACKNOWLEDGMENT OF AT-WILL EMPLOYMENT**

I acknowledge that I have received a copy of Merritt Properties, LLC's, Employee Handbook. I promise to read the Handbook. I understand that I should consult with my Team Leader regarding any questions not answered in the Handbook if I am unsure of the proper course of action in a given situation.

By signing below, I agree that Merritt has called to my attention the following basic conditions applicable to my employment at Merritt:

The Handbook is an attempt to describe current policies and practices at Merritt. While Merritt hopes to keep the information set forth in the Handbook accurate and up-to-date, this may not be possible. In addition, the Handbook cannot anticipate all possible situations or future business or economic conditions. Accordingly, I have been made aware of the following:

- The Handbook is not a contract. It does not guarantee my employment for any definite period of time.
- Merritt reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion.
- My employment at Merritt is "at will." This means that I am free to terminate my employment with Merritt at any time, with or without a reason, and Merritt has the right to terminate my employment at any time, with or without a reason. Although Merritt may choose to terminate employment for cause, cause is not required in order to terminate employment.
- No one other than my Team Leader can enter into an agreement for employment for a specified period of time, or make any agreement or representations contrary to this policy. Further, any such agreement must be in writing and signed by my Team Leader. Merritt's policy of at-will employment may be changed only in writing, signed by the President of Merritt.

\_\_\_\_\_  
**EMPLOYEE'S SIGNATURE**

\_\_\_\_\_  
**DATE**

**EMPLOYEE'S PRINTED NAME:** \_\_\_\_\_

**POLICY AGAINST SUBSTANCE ABUSE  
AND  
SUBSTANCE ABUSE TESTING POLICY  
FOR  
MERRITT PROPERTIES, LLC**

**PURPOSE**

This policy sets forth Merritt Properties, LLC's ("Merritt"), prohibition against the on-the-job use, possession and/or being under the influence of unlawful substances and alcohol, as well as the mandatory testing requirements for all applicants and employees. The purpose of this policy is to promote and establish a safe working environment for all of our employees and clients.

**POLICY**

**I. Statement of Policy**

Merritt is committed to maintaining a work place free from alcohol and drug abuse. For this reason, Merritt prohibits its employees from possessing, using, distributing and/or working under the influence of alcohol or other intoxicant or illegal or prescription drug, other than one lawfully prescribed by a physician and taken in accordance with that prescription.

All applicants for employment and all current employees are subject to mandatory drug testing as a condition of employment.

**II. "Substance Abuse" Defined**

For purposes of this policy, "Substance Abuse" shall include reporting for duty, possessing, distributing or being on duty after having used, abused or ingested alcohol and/or illegal drugs (e.g., marijuana, cocaine, crack, narcotics, PCP, hallucinogens, or other controlled substances), lawful drugs and/or medications taken without a valid prescription or not in accordance with the prescription for that drug or medication. For purposes of this policy, whenever an applicant or employee tests "positive," he or she will be considered as using, abusing or ingesting the prescribed substances in violation of this policy. "Possession" shall include possession in lockers, clothing, other property or vehicles parked or located on Merritt premises or a client's premises.

**III. When Substance Abuse Testing Will Occur**

Applicants and employees are subject to the following testing:

Pre-Employment Testing: All applicants for employment will be required to undergo a substance abuse test as part of the application process. No employee receiving a “positive” test result will be hired by Merritt.

Random Testing: All current employees are subject to random substance abuse testing, and will be selected in a manner as determined by Merritt.

Suspicion Testing: All current employees may also be required to undergo substance abuse testing, if in the sole opinion of Merritt, the employee’s behavior, work performance or other factors warrant such testing.

Post Accident/Injury Testing: Merritt may require a substance abuse test for any employee incurring an on-the-job injury requiring medical attention and/or treatment. Employees damaging property by accident or carelessness may also be subject to a testing.

#### **IV. Substance Abuse Testing Procedure**

All testing will be conducted pursuant to the requirements of applicable law. In particular, Merritt will generally follow these procedures:

Reporting for Test: The applicant and/or employee will be directed to report immediately to the designated testing facility and/or a medical clinic. In Maryland, Merritt will use only Maryland certified laboratories for job-related testing. Merritt will inform its Maryland employees and applicants, upon request, of the address of the laboratory that will test the specimen.

Conduct of the Test: A medical professional or other appropriate person will conduct the test in accordance with all applicable standards and/or regulations.

Test Results: In the event of a positive result, the applicant or employee will be given, within 30 days of the date that the test was performed (1) a copy of the results, (2) a copy of this Policy, and (3) if applicable, written notice of Merritt’s intent to take disciplinary action, terminate employment or change the conditions of continued employment.

In Maryland, employees will also receive a statement or copy of the following provisions of Maryland law permitting an employee to request independent testing of the same sample for verification of the test result:

*Maryland Annotated Code, Health General, Section 17-214 (e).*

(1) *A person who is required to submit to job-related testing, under subsection (b) or (c) of this section, may request independent testing of the same specimen for verification of the test results by a laboratory that:*



- i. *Holds a permit under this subtitle ; or*
  - ii. *If located outside of the state, is certified or otherwise approved under subsection (f) of this section.*
- (2) *The person shall pay the cost of the independent test conducted under this subsection.*

**V. Positive Test Results**

A substance abuse test shall be considered “positive” if it reveals the presence of illegal drugs, lawful drugs and/or medications taken without a valid prescription or not in accordance with the prescription, or the presence of alcohol in a degree which, in Merritt’s opinion, would impair the individual’s ability to effectively perform his or her job or otherwise present a safety risk to the individual or others.

For Applicants: Any applicant who receives a positive test result will not be hired.

For Any Employee: Any employee who receives a positive test result may be subject to immediate termination.

**VI. Refusal to Take a Requested Test**

Any applicant refusing to be tested will not be hired by Merritt.

Any employee refusing to be tested upon request, shall also be subject to immediate termination, regardless of the employee’s tenure with Merritt.

Any applicant and/or employee who unreasonably delays taking a test, provides false or incomplete information in connection with the test or otherwise refuses to cooperate in taking the test will be considered as having refused to be tested and will be subject to immediate termination.

**RECEIPT FOR POLICY AGAINST SUBSTANCE ABUSE AND SUBSTANCE  
ABUSE TESTING POLICY FOR MERRITT PROPERTIES, LLC**

I acknowledge that I have received a copy of Merritt Properties, LLC's, policy against substance abuse and substance abuse testing policy. I promise to read the Policy. I understand that I should consult with my Team Leader regarding any questions not answered in the policy.

\_\_\_\_\_  
**EMPLOYEE'S SIGNATURE**

\_\_\_\_\_  
**DATE**

**EMPLOYEE'S PRINTED NAME:** \_\_\_\_\_