Employee Handbook

(September 2024)
United States

WELCOME/ABOUT THIS HANDBOOK

Congratulations and welcome to GTN TECHNICAL STAFFING, LLC! We're glad that you have decided to join our exceptional team. You've made the right decision for your career.

Whether you have just joined our team or have been with us for a while, we are confident that you will find our company a dynamic and rewarding place to work, and we look forward to a productive and successful partnership. Our employees are our most valuable resource and our true competitive advantage.

This handbook contains information about the Company's employment policies and procedures and an overview of the Company's benefits. For specific information about employee benefits, please refer to the plan documents, which are controlling.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered , an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. The Company adheres to the policy of at-will employment, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the President may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

The policies and procedures in this handbook are guidelines only. The Company reserves the right to interpret and administer the provisions of this handbook as needed. Except for the at-will employment policy, which can only be changed in writing by the Company, the Company has the maximum discretion permitted by law to change, modify or delete any provision in this handbook at any time. However, oral statements or representations cannot supplement, change, or modify the provisions in this handbook.

This handbook supersedes all prior versions published or distributed by the Company.

If anything contained in this handbook differs from or conflicts with state or local law, the Company will follow the applicable law where you are employed. You should consult the applicable Addendum regarding state and local laws.

Nothing in this handbook is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act (NLRA). Such activity includes employee communications regarding wages, hours, or other terms or conditions of

employment. The Company employees have the right to engage in or refrain from such activities.

Please take time to review the policies contained in this handbook. You should also refer to the applicable State Addendums at the end of this handbook for additional, applicable policies that may apply to you based on the state in which you work. If you have questions, feel free to ask your supervisor or contact Human Resources.

Table of Contents

Section 1 – Governing Principles Of Employment

1-1 At-Will Employment

There is no agreement, express or implied, between you and the Company for continuing or long-term employment or for employment terms and conditions. Your employment with the Company is at-will, meaning that either you or the Company may terminate this employment relationship at any time, for any reason or no reason whatsoever, with or without cause, and with or without notice. Nothing in this handbook or in the Company's policies or actions shall be construed to alter the at-will nature of your employment. While supervisors and managers have certain hiring authority, no supervisor, manager, or representative of the Company has any authority to alter the at-will relationship.

1-2 Equal Employment Opportunity

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

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

1-3 Reasonable Accommodations & Interactive Dialogue

The Company is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable

accommodation to applicants and employees who have requested an accommodation or for whom the Company has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact Human Resources. Accommodation requests can be made in writing using a form which can be obtained from Human Resources. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the employee should contact Human Resources.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, the Company will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, the Company may initiate an interactive dialogue under certain circumstances, such as when the Company has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event the Company initiates an interactive dialogue with an employee, it should not be construed as the Company's belief an individual requires an accommodation but will serve as an invitation for the employee to share with the Company any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, the Company will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how the Company may be able to provide reasonable accommodation. To the extent necessary and appropriate based on the request, the Company will attempt to explore the existence and feasibility of alternative accommodation as well as alternative positions for the employee. The Company is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, the Company reserves the right to request supporting documentation to the maximum extent permitted by applicable law.

The Company will endeavor to keep confidential all communications regarding requests for reasonable accommodation and all circumstances surrounding the employee's underlying reason for needing an accommodation.

The Company will not allow any form of retaliation against employees who have requested an accommodation, for whom the Company has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact Human Resources.

1-4 Discrimination and Harassment Prevention

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

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one discriminates against or harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, discrimination or harassment based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful.

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Sexual harassment includes gender-based harassment of a person of the same sex as the harasser.

Reporting Procedures

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

Employees can raise concerns and make reports without fear of reprisal or retaliation. The Company will not retaliate against any employee who files a discrimination or harassment complaint. An employee's refusal to submit to discrimination or harassment will not adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, or any other condition of employment or career development.

Investigation Procedures

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

Retaliation Prohibited

The Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy.

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

- threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation;
- denying employment benefits because an applicant or employee reported

harassment, discrimination, or retaliation or participated in the reporting and investigation process;
- termination, demotion, or denial of promotion.

If the employee has been subjected to any such retaliation, the employee should report it in the same way the employee would report a claim of perceived discrimination or harassment under this policy.

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

1-5 Drug-Free and Alcohol-Free Workplace

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

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

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

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

functions of their jobs or jeopardizes the health and safety of any Company employee, including themselves.

1-6 Workplace Violence

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

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious, or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat

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

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

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

1-7 Equal Pay

The Company will not pay wages to any employee at a rate less than the Company pays

employees of the opposite sex for comparable skills and experience. This policy is to be construed in accordance with applicable federal and state regulations.

1-8 Immigration Law Compliance

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

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

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

Section 2 – Operational Policies

2-1 Employee Classifications

For the purposes of this handbook, all Company employees fall within one of the classifications below.

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

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

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

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same bi-weekly salary regardless of hours worked. Consult with Human Resources if you have any questions regarding your classification.

2-2 Your Employment Records

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

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

2-3 Working Hours and Schedule

Internal full-time, non-exempt employee workweeks will consist of eight (8) hours per day, five (5) days per workweek. Exact working hours and days may vary, depending on the requirements of each client.

Employees will be provided with meal and rest breaks in accordance with applicable state and local law.

On occasion, employees may be required to change scheduled working hours or break times, within the parameters specified by state and federal law. All employees' cooperation is both expected and appreciated. The Company and the client will endeavor to give employees as much advance notice as possible and every effort will be made to keep unscheduled changes to a minimum.

2-4 Remote Work/Telecommuting

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

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

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

Employees who have been counseled regarding attendance, job performance, or otherwise, are not eligible to work remotely.

2-5 Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

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

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

Non-exempt employees may not start work until their scheduled starting time.

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

2-6 Overtime

When the Company experiences periods of extremely high activity, additional work may be required. Supervisors are responsible for monitoring business activity and requesting overtime work if necessary. Effort will be made to provide employees with adequate advance notice in such situations. Employees may work overtime only with prior management authorization. Any non-exempt employee who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Non-exempt employees must record all hours worked. Working “off-the-clock” is never permitted.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each workweek, unless otherwise required by applicable law. Some state and local laws dictate the calculation of overtime and employees will be paid overtime in accordance with applicable federal, state, and local laws.

Overtime pay is calculated based on actual hours worked. Paid time off, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

2-7 Travel Time for Non-Exempt Employees

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled workdays (such as weekends). Non-exempt employees also will be paid for

any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

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

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

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

2-8 Safe Harbor Policy for Exempt Employees

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

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the Company. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times,

the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

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

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

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

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

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

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

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Human Resources or any other supervisor in the Company with whom the employee feels comfortable.

2-9 Your Paycheck

Employees will be paid weekly, bi-weekly, or semi-monthly for all the time worked during the past pay period. Client invoicing schedules determine the payroll schedule.

Payroll stubs itemize deductions made from gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of Human Resources immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

The Company strongly encourages employees to use direct deposit. Authorization forms are available through our HRIS System, Paycor or from Human Resources.

The Company does not permit advances on paychecks.

2-10 Open Door Policy

All employees have the opportunity to express ideas and opinions to management. The Company believes that open communication is essential to a successful work environment, as well as to the Company's success. All employees may express ideas and opinions directly to Company management. Employees who would like to bring an idea or suggestion to the Company's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call to Human Resources.

Section 3 – Benefits & Leave

3-1 Benefits Overview

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

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

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

If employees have any questions regarding benefits, they should contact Human Resources.

3-2 Paid Holidays

Full-time Internal employees will be paid for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. A Full-time Contractor employee may be paid holidays at the discretion of the client.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the Company. A new employee who starts work on a day following a holiday is not entitled to pay for that holiday.

3-3 Paid Time Off

Full-time Internal employees are eligible for paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness, or to handle personal affairs.

Contract employees are not eligible for paid time off under this policy, but will receive paid time off, sick leave, and sick and safe leave as required by the state and local laws where the employee works.

Full-time Internal employees accrue paid time off as follows:

During the first partial calendar year of employment and the first five (5) full calendar years of employment, full-time employees accrue up to 15/120 days/hours of paid time off per year. Paid time off is accrued on a pro-rata basis throughout the year.

Thereafter, full-time employees accrue up to 20/160 days/hours of paid time off per year. Paid time off continues to be accrued on a pro-rata basis throughout the year.

Paid time off should be taken during the year received, unless otherwise required by law. Accrued, unused paid time off can be carried over to the following calendar year only if approved by Human Resources or otherwise required by law.

If employees wish to use three (3) or more full days of paid time off consecutively, they must submit a request to their manager at least two (2) weeks in advance of the requested time off. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to grant requests, consistent with operating schedules. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period. Individuals with the longest length of service generally will be given preference.

If employees will be out of work due to illness or due to any other emergency for which notice could not be provided, they must call in and notify their supervisor as early as possible, but at least by the start of their workday. If they call in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a doctor's note on the day they return to work.

Paid time off may be used only in half-day increments.

Unused paid time off is paid out upon separation unless such payment is approved by Human Resources or otherwise required by law.

The Company will not advance paid time off.

3-4 Lactation Accommodations

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

The Company will make reasonable efforts to provide employees with the use of a room or location in close proximity to the employee's work area, other than a bathroom, to express milk in private. This location may be the employee's private office, if applicable. Please consult Human Resources with questions regarding this policy.

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

3-5 Workers' Compensation

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

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence.

The Company respects the rights of employees to file workers' compensation claims and will not discriminate or retaliate against employees for filing claims.

3-6 Jury Duty

The Company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the

court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

3-7 Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

3-8 Insurance Programs

Full-time Internal and Full-time Contract employees may participate in the Company's insurance programs. Under these plans, eligible employees will receive comprehensive health insurance coverage for themselves and their families, as well as other benefits.

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

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

The Company also offers voluntary life, long term disability, short term disability, and other income replacement insurance options. The Company does not contribute to the cost of voluntary plan premiums. They are fully the employee’s responsibility.

Upon termination of employment or upon other qualifying events, employees and eligible dependents may be entitled to continue coverage under our group health, vision, and

dental insurance program(s). Information about continuation coverage under federal and/or state law will be sent directly to the employee and eligible dependents.

3-09 Employee Assistance Program

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

3-10 Retirement Plan

Eligible employees can participate in the Company's retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to Human Resources if there are any further questions.

3-11 Military Leave

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

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

3-12 Personal Leave

Full-time Internal employees may, under certain circumstances, be granted a personal leave of absence without pay if they are ineligible for any other Company leave of absence. A written request for personal leave should be presented to management at

least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered based on staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days, or sick days. The Company will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

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

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

The taking of another job while on personal leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

Employees who have been counseled regarding attendance, job performance, or otherwise are not eligible for personal leave.

3-13 Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Human Resources.

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours

of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents employees from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

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

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

The FMLA definition of a "serious injury or illness" for current Armed Forces members and covered veterans is distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

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

If you are requesting leave because of your own or a covered relation’s serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification Forms from Human Resources. A completed Medical Certification Form will be due 15 days after you request leave. If you provide at least 30 days’ notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided.

The Company, at its expense, may require an examination by a second health care provider designated by the Company, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

If you take leave because of your own serious health condition or to care for a covered relation, you must contact your supervisor at least once every 14 days regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within 2 business days, if feasible) if the dates of leave change or are extended.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work before you will be allowed to return to work. Employees failing to provide the necessary certification will not be permitted to return to work until it is provided.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

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

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time off for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time off will run concurrently with the employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

Section 4 - General Standards Of Conduct

4-1 Punctuality and Attendance

Employees are hired to perform important functions at the Company. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify supervisors as early as possible, but no later than the start of the workday. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness or other emergency and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment with the Company.

4-2 Use of Communications and Computer Systems

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

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

Further, the Company may review internet usage to ensure that such use with Company property, or communications sent via the internet with Company property, are

appropriate. The reasons for which the Company may review employees' use of the internet with Company property include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

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

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

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

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

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

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

4-3 Use of Social Media

The Company understands that social media can be a fun and rewarding way for employees to share their life and opinions with family, friends and co-workers around the world. However, the use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of social media, the Company has established these guidelines for appropriate use of social media.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or

content of any sort on the internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, employees are solely responsible for what they post online. Before creating online content, employees should consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects job performance, the performance of fellow coworkers or otherwise adversely affects suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules

Carefully read this Use of Social Media Policy and the other policies in this Employee Handbook and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow coworkers, suppliers or people who work on behalf of the Company. Also, keep in mind that work-related complaints are more likely to be resolved by speaking directly with co-workers rather than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, you should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, 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 individual's race, color, sex, gender, gender identity, sexual orientation or identity, pregnancy, age, religion, national origin, disability, ancestry, genetic information, medical conditions, family care status, or any other status protected by local or federal law or Company policy.

Be honest and accurate

Employees should make sure they are always honest and accurate when posting information or news, and if they make a mistake, correct it quickly. Be open about any previous posts that you have altered. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Never post any information

or rumors that are known to be false about the Company, fellow coworkers, members, customers, suppliers, people working on behalf of the Company or competitors.

Post only appropriate and respectful content

- Maintain the confidentiality of the Company's trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.
- Express only personal opinions. You should never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow coworkers, members, customers, suppliers, or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of GTN Technical Staffing."

Using social media at work

Refrain from using social media while on work time. Do not use Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Employees should not speak to the media on the Company's behalf. All media inquiries should be directed to the Company's President.

4-4 Personal and Company-Provided Portable Communication Devices

The Company-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks, and the PCD must be provided for inspection and review upon request.

All conversations, text messages, and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use, and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails, and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

4-5 Inspections

To the maximum extent permitted by applicable law, the Company reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, workstations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

4-6 Smoking

Smoking, including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles. Employees must abide by any restrictions on smoking at a client's premises.

4-7 Confidential Company Information

During the course of work, employees may become aware of confidential information about the Company's business, including but not limited to information regarding Company finances, pricing, products, and new product development, software, and computer programs, marketing strategies, suppliers, and clients and potential clients (collectively, "Confidential Information"). Employees also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to the Company's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses, or discloses Confidential Information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

Employees must return all Confidential Information to the Company immediately upon the termination of their employment.

4-8 Conflict of Interest and Business Ethics

It is the Company's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with the Company;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements, or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the Company.

4-9 Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's supervisor provides advance approval for the employee to bring the personal property to work.

Employees must return all Company property, including intellectual property, to the Company immediately upon the termination of their employment. Unless prohibited by applicable law, the Company will deduct from an employee's final paycheck the fair market value of Company property that the employee fails to return or returns in a condition of disrepair that is more than usual wear and tear.

4-10 Health and Safety

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

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

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

4-11 Employee Dress and Personal Appearance

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms

or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well-groomed and wearing the proper attire.

4-12 Operation of Vehicles

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

4-13 If You Must Leave Us

Should employees decide to leave the Company, we ask that they provide a Supervisor with at least two (2) weeks' advance notice of departure. Thoughtfulness will be appreciated. All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

Section 5 – Waiver of Right to Jury Trial

Any claims or disputes between the Company and its employees related to any term or condition of employment will be resolved solely in the applicable state or federal court having jurisdiction over the parties. As a condition of continued employment, the Company and employees waive their right to a jury trial in all such cases, subject to applicable law. The Company and employees understand that a trial judge will decide all facts, apply the applicable law, and make the decision on the dispute. The Company and employees will have a right to appeal the trial judge's decision to an applicable court of appeals. Employees who have questions about this waiver should contact their own attorneys.

RECEIPT AND ACKOWLEDGMENT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the GTN Technical Staffing, LLC Employee Handbook. I understand that I am responsible for reading and understanding the information contained in the handbook. I understand that the handbook is intended to provide a general overview of the Company's policies and procedures. I acknowledge that nothing in this handbook is to be interpreted as a contract, expressed or implied, except for the *Waiver of Right to Jury Trial*, which is binding on both the Company and me. I acknowledge and agree that nothing in this handbook is to be interpreted as an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with the Company is at-will. I have the right to resign at any time with or without cause, just as the Company may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand that nothing in the handbook or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee and the President of the Company.

I have read, understand, and agree to abide by the Company's policy regarding *Discrimination and Harassment Prevention*. Unless prohibited by applicable law, I authorize the Company to deduct from my final paycheck the fair market value of any lost or damaged Company property as set forth in Section 4 of this handbook.

I acknowledge that, except for the *Waiver of Right to Jury Trial*, the Company may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures outlined in this handbook or elsewhere, in whole or in part, with or without notice at any time, at the Company's sole discretion. I understand that it is my responsibility to understand any changes made to the Company's policies and procedures.

Employee Name (Print) Date

Employee Signature Date

STATE-SPECIFIC ADDENDA

Section 6 - Arizona Addendum

6-1 Notification of Constructive Discharge

Any employee is encouraged to communicate to the Company by contacting Human Resources whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under Ariz. Rev. Stat. § 23-1502, the employee may be required to notify the Company in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign, or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the Company alleging that the working condition forced the employee to resign.

Under the law, the employee may be required to wait 15 calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the Company. The employee may be entitled to a paid or unpaid leave of absence of up to 15 calendar days while waiting for The Company to respond to the employee's written communication about the employee's working condition.

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

6-2 Earned Paid Sick Time

Eligibility

The Company provides earned paid sick time to employees who work in Arizona. For employees who work in Arizona who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees will receive a grant of paid sick time at the start of employment. The grant will be prorated based on the date of grant but in no circumstances will an eligible employee receive less than one (1) hour of paid sick time for every 30 hours worked up to 24 hours in that calendar year. Thereafter, at the start of the calendar year, employees will receive a grant of 24 hours.

Usage

Employees may use earned paid sick time on the 90th calendar day of employment. Earned paid sick time must be used in 4 hour increments. The employee may not use more than 24 hours of earned paid sick time in any calendar year.

Employees may use earned paid sick time for absences due to:

1. the employee's mental or physical illness, injury or health condition; the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; the employee's need for preventive medical care;
2. care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
3. closure of the employee's place of business by order of a public official due to a public health emergency or the employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or
4. a covered purpose relating to domestic violence, sexual violence, abuse or stalking to allow the employee to obtain (for himself or herself or for a family member) medical attention, services from a victims' organization, counseling, relocation and/or legal services.

For purposes of this policy, family member includes (regardless of age): a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in-loco-parentis or an individual to whom the employee stood in loco parentis when the individual was a minor; a biological, foster, stepparent or adoptive parent or legal guardian of the employee or the employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child; spouse or domestic partner; a grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

The employee's use of earned paid sick time will not be conditioned upon searching for or finding a replacement worker.

The Company will assume, subject to applicable law, that employees want to use available earned paid sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned paid sick time available.

Employees will be advised of their earned paid sick time balance information on their itemized wage statement.

Notice and Documentation

Employees are required to make a reasonable effort to schedule the use of earned paid sick time in a manner that does not unduly disrupt business operations. Requests to use earned paid sick time may be made orally, in writing or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the employee's absence. When the use of earned, paid sick time is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to their Supervisor in advance of the use of the earned paid sick time. When the use of earned, sick time is not foreseeable, the employee is required to provide notice to their Supervisor at least one (1) hour prior to the start of their workday or as soon as possible under the circumstances.

For earned paid sick time of three (3) or more consecutive workdays, the Company requires reasonable documentation that the earned paid sick time has been used for a covered purpose. For reason #1 and #2 above, documentation signed by a health-care professional indicating that earned paid sick time is necessary is reasonable. For reason #4 above, any of the following types of documentation selected by the employee is reasonable:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;
- a protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse or stalking;
- a signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse or stalking;

- a signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;
- a signed statement from an attorney, member of the clergy or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or
- the employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse or stalking, and that the earned paid sick time was taken for one of the purposes described above.

Documentation provided to the Company should not explain the nature of the employee's or a family member's health condition or the details of domestic violence, sexual violence, abuse or stalking.

Payment

Earned paid sick time will be paid at the same hourly rate the employee earns from their employment at the time the employee uses such time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of earned paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

The employee may not carry over any unused earned paid sick time granted at the beginning of the year to the following calendar year. Unused earned paid sick time will not be paid at separation.

Enforcement & Retaliation

Retaliation against the employee who requests or uses earned paid sick time is prohibited. The employee has the right to file a complaint if earned paid sick time as required by law is denied by an employer or if the employee is subjected to retaliation for requesting or taking earned paid sick time. The Arizona Industrial Commission’s contact information is as follows: 800 W. Washington Street, Phoenix, AZ 85007 / 602-542-4515 / www.azica.gov.

Questions about rights and responsibilities under the law can be answered by Human Resources.

Section 7 - California Addendum

7-1 Equal Employment Opportunity

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

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

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

lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

7-2 Discrimination, Harassment, and Retaliation Prevention

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

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

Discrimination Defined

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

Harassment Defined

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Retaliation Defined

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

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

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

Reporting Procedures

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

Every supervisor who learns of any employee's concern about conduct in violation of this policy or the Equal Employment Opportunity Policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, or our Equal Employment Opportunity Policy, must immediately report the issues raised to Human Resources.

Investigation Procedures

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

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

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

Training

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

Retaliation Prohibited

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

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

7-3 Working Hours and Schedule

The Company normally is open for business from 8:00 am to 6:00 pm, Monday through Friday.

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

Rest Breaks

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

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

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

The Company also provides cool down rest and recovery periods as needed to prevent heat illness for employees that perform work outdoors as required under applicable state law.

Meal Periods

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

Employees who work more than 10 hours in a day are entitled to a second unpaid, off-duty 30-minute meal period. Employees entitled to a second meal period should schedule their second meal period so it begins no later than before the end of their tenth hour of

work, meaning the meal period should begin after working no more than nine (9) hours, 59 minutes.

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

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

Meal Period Waiver

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

No Working During Rest Breaks and Meal Periods

Employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside the work area, such as in a break room. Employees may leave the premises during rest breaks and meal periods. Employees should not visit or socialize with employees who are working while they are taking a rest break or meal period. Employees, including those in a sensitive position like security or information technology, are not expected to remain “on call” or available to respond to messages, monitor radios, telephones, email or other devices during meal periods and rest breaks.

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

7-4 San Francisco Family Friendly Workplace Policy

Under the San Francisco Family Friendly Workplace Ordinance, San Francisco employees who regularly work at least eight (8) hours per week and have been employed for six (6) months or more may request, in writing, a flexible or predictable working arrangement to assist with caregiving responsibilities for:

- a child or children under the age of 18;
- a person or persons with a serious health condition in a family relationship with the employee; or
- a person aged 65 or older in a family relationship with the employee.

A "family relationship" means a relationship in which a caregiver is related by blood, legal custody, marriage or domestic partnership to another person as a spouse, domestic partner, child, parent, sibling, grandchild or grandparent.

"Flexible working arrangement" means a change in the employee's terms and conditions of employment that provides flexibility to assist with caregiving responsibilities. A flexible working arrangement may include but is not limited to:

- a modified work schedule;
- changes in start and/or end times for work;
- part-time employment;
- job-sharing arrangements;
- working from home;
- telecommuting;
- reduction or change in work duties; or
- part-year employment.

"Predictable working arrangement" means a change in the employee's terms and conditions of employment that provides scheduling predictability to assist that employee with caregiving responsibilities.

Employees who wish to request flexible or predictable working arrangements should contact Human Resources to obtain the necessary form to submit the request in writing.

Within 14 days of the employee's request, the Company will meet with the employee regarding the request. Within 21 days of the employee's request, the Company will issue a written response either granting or denying the request. If the Company denies the request, the written response to the employee will explain the basis for denial and invite the employee to engage in an interactive process meeting for the purpose of attempting, in good faith, to determine a flexible or predictable working arrangement that is acceptable to both the employee and the Company. Any notice denying an employee request for a flexible or predictable working arrangement will advise the employee of the right to request reconsideration and include a copy of the San Francisco posting about the San Francisco Family Friendly Workplace Ordinance.

If it is later determined that a flexible or a predictable working arrangement that was previously granted is causing an undue hardship, the Company will invite the employee to engage in an interactive process. If this interactive process is unsuccessful in determining a different flexible or predictable working arrangement, the Company may revoke any existing arrangement with 14-days written notice.

7-5 Overtime

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

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

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

Employees may work overtime only with management authorization.

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

7-6 Travel Time for Non-Exempt Employees

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

7-7 Safe Harbor Policy for Exempt Employees

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

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

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

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

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

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

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

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

If employees believe they have been subject to any improper deductions, they should immediately report the matter to their supervisor. If the supervisor is unavailable or if employees believe it would be inappropriate to contact that person (or if they have not received a prompt and fully acceptable reply), they should immediately contact Human Resources or any other supervisor in the Company with whom the employee feels comfortable. If employees are unsure of whom to contact if they have not received a satisfactory response within five (5) business days after reporting the incident, they should immediately contact the President, 5151 Belt Line Rd. #700 Dallas, TX 75254 (214) 996-9400.

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

7-8 Sick and Safe Time

Eligibility

Pursuant to the Healthy Workplaces, Healthy Families Act, the Company provides paid sick leave to employees who work for the Company in California for 30 or more days within a year. For employees who work in California who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees receive five (5) paid sick days (40 hours) at the time of hire and then five (5) paid sick days (40 hours) each year thereafter on January 1. For purposes of this policy,

the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees can use accrued paid sick leave beginning on the 90th day of employment. Employees may use up to five (5) days or 40 hours of paid sick leave in any year. Paid sick leave may be used in minimum increments of two (2) hours.

Paid sick leave may be used for the following reasons:

- For diagnosis, care, or treatment of an existing health condition of or preventive care for, the employee or the employee's family member; or
- For the employee who is a victim of domestic violence, sexual assault, or stalking:

    1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
    2. To help ensure the health, safety, or welfare of the victim or the victim's child;
    3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
    4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
    5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
    6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, family member means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child); grandparent; grandchild; sibling; or a designated person. Employees are limited to selecting one (1) designated person per 12- month period for paid sick days.

Unless the employee advises the Employee's Supervisor otherwise, the Company will assume employees want to use available paid sick leave for absences for reasons set forth

above and employees will be paid for such absences to the extent they have paid sick leave available.

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

Notice and Documentation

Notice to the Employee's Supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable.

Payment

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

Carryover and Payout

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

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

Enforcement and Retaliation

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

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

7-09 Berkeley Sick and Safe Time (including the HWHFA)

Eligibility

The Company provides paid sick leave to employees who perform at least two (2) hours of work in the City of Berkeley in a calendar week. For employees who work in Berkeley who are eligible for sick time under the general Sick Days policy and/or any other

applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every 30 hours worked, up to a maximum accrual of 80 hours at any time. Employees who are exempt from overtime pursuant to the California executive, administrative, and professional exemptions are assumed to work a 40-hour workweek unless their normal workweek is less than 40 hours, in which case, paid sick leave accrues based upon that regular workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees can use accrued paid sick leave on the 90th day of employment. Paid sick leave must be used in a minimum increment of two (2) hours.

Paid sick leave may be used for the following reasons:

1. When employees are physically or mentally unable to perform their duties due to illness, injury, pregnancy, or a related medical condition;
2. To obtain a professional diagnosis or treatment of the employee's medical condition or undergo a physical examination;
3. To aid or care for a family member or designated person who is ill, injured, or receiving medical care, treatment, or diagnosis; or
4. For the employee who is a victim of domestic violence, sexual assault, or stalking:

    1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
    2. To help ensure the health, safety, or welfare of the victim or the victim's child;
    3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
    4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;

5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, "family member" means child (including a child of a domestic partner and a child of a person standing in loco parentis), parent, legal guardian or ward, sibling, grandparent, grandchild, spouse, or registered domestic partner under any state or local law, or a designated person. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships. Employees are limited to selecting one (1) designated person per 12-month period for paid sick days.

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

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

Notice and Documentation

Employees are required to provide reasonable notification of an absence taken under this policy. In the case of foreseeable absences, the Company requests reasonable advance notification, and what is reasonable will generally depend on the specific situation. In the case of unforeseeable absences, the employee must provide notice of the need for the leave as soon as practicable. The Company may also take reasonable measures to verify that employees' use of paid sick leave is lawful, to the maximum extent permitted by applicable law.

Payment

Eligible employees will receive payment for paid sick leave, at the same rate of pay as the employee normally earns during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the Berkeley or California minimum wage, whichever is higher. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Accrued paid sick leave carries over from year to year but is subject to the maximum accrual (accrual cap) of 80 hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement and Retaliation

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

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

7-10 Emeryville Sick and Safe Time for Non-Exempt Employees (including the HWHFA)

Eligibility

The Company provides paid sick leave to non-exempt employees who perform at least two (2) hours of work per week in Emeryville. For employees who work in Emeryville who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Exempt employees should refer to the California: Sick and Safe Time policy.

Grant

Employees receive 48 hours of paid sick leave at the time of hire and each year thereafter on January 1. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1 and ending on December 31.

Usage

Employees can use accrued paid sick leave beginning on the 90th day of employment. Employees may use up to 48 hours of paid sick leave in any year. Paid sick leave may be used in minimum increments of two (2) hours.

Paid sick leave may be used for the following reasons:

1. For diagnosis, care, or treatment of an existing health condition of or preventive care for, the employee or the employee's family member;
2. For the employee who is a victim of domestic violence, sexual assault, or stalking:

    1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
    2. To help ensure the health, safety, or welfare of the victim or the victim's child;
    3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
    4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
    5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
    6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation;

3. To aid or care for a guide dog, signal dog, or service dog (as those terms are defined under applicable state law) of the employee or the employee's family member.

For purposes of this policy, family member means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling; or designated person. Employees are limited to selecting one (1) designated person per 12- month period for paid sick days.

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

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

Notice and Documentation

Notice to the Employee's Supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification by phone or email. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. In the case of unforeseeable absences, the Company generally requests advanced notification of at least two (2) hours prior to the start of the employee's shift or, if such notice is not possible, as soon as practicable. The Company may also take reasonable measures to verify that employees' use of paid sick leave is lawful, to the maximum extent permitted by applicable law.

Payment

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

Carryover and Payout

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

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

Enforcement and Retaliation

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

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

7-11 Los Angeles Sick and Safe Time for Non-Exempt Employees (including the HWHFA)

Eligibility

The Company provides paid sick leave to non-exempt employees who work in the City of Los Angeles for the Company for 30 days or more within a year from the commencement of employment and who, in a particular week, perform at least two (2) hours of work per week for the Company in the City of Los Angeles. For employees who work in the City of Los Angeles who are eligible for paid sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Exempt employees should refer to the California: Sick and Safe Time policy.

Grant

Employees receive 48 hours of paid sick leave at the time of hire and 48 hours of paid sick leave each year thereafter on January 1. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees can use accrued paid sick leave on the 90th day of employment. Paid sick leave must be used in a minimum increment of two (2) hours. Employees cannot use more than 48 hours of paid sick leave per year.

Paid sick leave may be used for the following reasons:

- For diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member; or
- For the employee who is a victim of domestic violence, sexual assault, or stalking:

    1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
    2. To help ensure the health, safety, or welfare of the victim or the victim's child;
    3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, "family member" means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; sibling; designated person; or any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship. Employees are limited to selecting one (1) designated person per 12-month period for paid sick days.

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

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

Notice and Documentation

Notice to the Employee's Supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. In the case of unforeseeable absences, the Company generally requests advanced notification of at least two (2) hours prior to the start of the employee's shift or, if such notice is not possible, as soon as practicable. The Company may also take reasonable measures to verify that employees' use of paid sick leave is lawful, to the maximum extent permitted by applicable law.

Payment

Eligible employees will receive payment for paid sick leave, at the same rate of pay they normally earn during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the Los Angeles or California minimum wage, whichever is higher.

Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Unused paid sick leave carries over from year to year but is subject to the maximum accrual (accrual cap) of 80 hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used.
Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement and Retaliation

Retaliation or discrimination against the employee who requests paid sick leave or uses paid sick leave, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the appropriate city designated administrative agency against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact the Employee's Supervisor.

7-12 Oakland Sick and Safe Time (including the HWHFA)

Eligibility

The Company provides paid sick leave to employees who perform at least two (2) hours of work per week in Oakland. For employees who work in Oakland who are eligible for sick days under another policy and/or any other applicable sick time/leave ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave ordinance.

Accrual

Employees begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every 30 hours worked, up to a maximum accrual of 80 hours at any time. Employees who are exempt from overtime pursuant to the California executive, administrative, and professional exemptions are assumed to work a

40-hour work week unless their normal workweek is less than 40 hours, in which case, paid sick leave accrues based upon that regular work week.

Usage

Employees can use accrued paid sick leave on the 90th day of employment. Paid sick leave must be used in a minimum increment of one (1) hour.

Paid sick leave may be used for the following reasons:

1. When employees are physically or mentally unable to perform their duties due to illness, injury, pregnancy, or a related medical condition;
2. To obtain a professional diagnosis or treatment of the employee's medical condition or undergo a physical examination;
3. To aid or care for a family member who is ill, injured, or receiving medical care, treatment, or diagnosis; or
4. For the employee who is a victim of domestic violence, sexual assault, or stalking:

    a. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
    b. To help ensure the health, safety, or welfare of the victim or the victim's child;
    c. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
    d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
    e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
    f. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, family member means child (including a child of a domestic partner and a child of a person standing in loco parentis); parent; legal guardian or ward; sibling; grandparent; grandchild; spouse or registered domestic partner under any state or local law; or a designated person. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships. Employees are limited to selecting one (1) designated person per 12-month period for paid sick days.

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

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

Notice and Documentation

Employees are required to provide reasonable notification of an absence taken under this policy by contacting the employee's supervisor by phone or email. In the case of foreseeable absences, the Company requests reasonable advance notification, and what is reasonable will generally depend on the specific situation. In the case of unforeseeable absences, the Company generally requests advanced notification of at least two (2) hours prior to the start of the employee's shift or, if such notice is not possible, as soon as practicable. The Company may also take reasonable measures to verify that employees' use of paid sick leave is lawful, to the maximum extent permitted by applicable law.

Payment

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

Carryover and Payout

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

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

Enforcement and Retaliation

Retaliation or discrimination against the employee who requests paid sick days or uses paid sick days, or both is prohibited. Employees have the right to file a complaint with the California Labor Commissioner or the City of Oakland against an employer who retaliates or discriminates against the employee.

Questions

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

7-13 San Diego Sick and Safe Time (including the HWHFA)

Eligibility

The Company provides earned sick leave to non-exempt employees who, in one (1) or more calendar weeks of the year, perform at least two (2) hours of work for the Company in the City of San Diego. For non-exempt employees who work in San Diego who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Exempt employees should refer to the California: Sick and Safe Time policy.

Employees receive 40 hours of earned sick leave at the time of hire and then 40 hours each year thereafter on January 1. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1 and ending on December 31.

Usage

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

Earned sick leave may be used for the following reasons:

- When employees are physically or mentally unable to perform their duties due to illness, injury, pregnancy or another medical condition;
- To obtain a physical examination or a professional diagnosis or treatment of the employee's medical condition;
- To aid, assist, or care for a family member with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical condition;
- For time away from work that is necessary due to domestic violence, sexual assault, or stalking, provided the time is used to allow the employees to obtain for themselves for a family member one (1) or more of the following:

1. Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual assault, or stalking;
2. Services from a victim services organization;
3. Psychological or other counseling;
4. Relocation due to the domestic violence, sexual assault, or stalking; or
5. Legal services, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual assault, or stalking.

- The employee's place of business is closed by order of a public official due to a public health emergency, or the employee is providing care or assistance to a child, whose school or childcare provider is closed by order of a public official due to a public health emergency.

For purposes of this policy, family member means a child (a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a child of the employee standing in loco parentis); spouse (a person to whom the employee is legally married under California laws or the employee's domestic partner); parent (a biological, foster, or adoptive parent; a step-parent; a legal guardian; or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; sibling (a brother or sister, whether related through half blood, whole blood, or adoption or one who is a stepsibling); the child or parent of a spouse; or a designated person. Employees are limited to selecting one (1) designated person per 12-month period for paid sick days.

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

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

Notice and Documentation

Employees are required to provide reasonable notification of an absence taken under this policy. In the case of foreseeable absences, the Company requires reasonable advance notification. In the case of unforeseeable absences, the Company requires notice of the need to use earned sick leave as soon as practicable. To the maximum extent permitted by applicable law, the Company may request documentation for the use of earned sick leave of more than three (3) consecutive workdays. Acceptable documentation includes

documentation signed by a licensed health care provider indicating the need for the amount of earned sick leave taken.

Payment

Eligible employees will receive payment for earned sick leave, at the same rate of pay as the employee normally earns during regular work hours, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the San Diego or California minimum wage, whichever is higher. Use of earned sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

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

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

Enforcement and Retaliation

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

If employees have any questions regarding this policy, they should contact the Employee's Supervisor.

7-14 San Francisco Sick and Safe Time (including the HWHFA)

Eligibility

The Company provides paid sick leave to employees who perform 56 or more hours of work within a calendar year in the City and County of San Francisco. For employees who work in the City and County of San Francisco who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every 30 hours worked, up to a total maximum accrual of 80 hours at any time. Employees who are exempt from overtime pursuant to the California executive, administrative, and professional exemptions are assumed to work a 40-hour workweek unless their regular workweek is less than 40 hours, in which case, paid sick leave accrues based upon that regular workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees can use accrued paid sick leave beginning on the 90th day of employment. Paid sick leave must be used in a minimum increment of one (1) hour.

Paid sick leave may be used for the following reasons:

1. For the employee or a family member to receive preventative care (such as annual physicals or flu shots);
2. For the employee's or a family member's illness, injury, or for medical care, treatment, or diagnosis;
3. For the employee, who is a victim of domestic violence, sexual assault, or stalking:

    a. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
    b. To help ensure the health, safety, or welfare of the victim or the victim's child;
    c. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
    d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
    e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
    f. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

4. For purposes related to donating the employee's bone marrow or an organ to another person, or to care for or assist a family member donating bone marrow or an organ.

For purposes of this policy, family member includes any of the following: parent, child (including a biological child, a registered domestic partner's child, and a child of a person standing in loco parentis), spouse or registered domestic partner, grandparent, grandchild, sibling, or a designated person and applies not only to biological relationships, but also applies to those resulting from adoption, step-relationships, and foster care relationships. Employees are limited to selecting one (1) designated person per 12- month period for paid sick days.

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

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

Notice and Documentation

Notice may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. In most cases, "reasonable" generally means notifying the employee's supervisor three (3) days in advance of the foreseeable absence. If the need for paid sick leave is unforeseeable, the employee must provide notice as soon as practicable. In most cases, "as soon as practicable" generally means notifying the employee's supervisor at least two (2) hours prior to the start of a work shift, if possible. In cases of accidents or sudden illnesses when the employee is not able to provide such notice under the circumstances, notice should be provided as soon as possible.

To the maximum extent permitted by applicable law, employees who are absent from work on paid sick leave for more than three (3) consecutive workdays or 24 hours, whichever is greater, must present a certificate from their medical practitioner stating the leave was necessitated by an illness or injury, releasing their return to work and setting forth any restrictions or limitations on the ability to perform the job. Similarly, when the employee uses paid sick leave for more than three (3) consecutive workdays or 24 hours, whichever is greater, to care for a family member, the employee also must present a certificate from that person's medical practitioner stating leave was necessitated by that person's illness.

Payment

Eligible employees will receive payment for paid sick leave at the same rate of pay as the employee normally earns during regular work hours by the next regular payroll period after the leave was taken and in no event will the rate of pay be less than the San Francisco or California minimum wage, whichever is higher. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Accrued paid sick leave carries over from year to year but is subject to the maximum accrual (accrual cap) of 80 hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement and Retaliation

The Company prohibits discrimination and retaliation against employees who assert their rights to receive and use paid sick leave under this policy, file a complaint, or allege a violation of their rights with respect to paid sick leave, cooperate in an investigation or prosecution or oppose a policy of practice prohibited by applicable state or local law. Employees may file a complaint with the California Labor Commissioner or the San Francisco Office of Labor Standards Enforcement.

Questions

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

7-15 Santa Monica Sick and Safe Time for Non-Exempt Employees (including the HWHFA)

Eligibility

The Company provides paid sick leave to eligible non-exempt employees who, in a particular week, perform at least two (2) hours of work per week for the Company in the City of Santa Monica.

For employees who work in the City of Santa Monica who are eligible for paid sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Exempt employees should refer to the California: Sick and Safe Time policy.

Grant

Employees receive 72 hours of paid sick leave at the time of hire and each year thereafter on January 1.

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

Usage

Employees can use accrued paid sick leave on the 90th day of employment. Paid sick leave must be used in a minimum increment of two (2) hours.

Paid sick leave may be used for the following reasons:

1. For diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member; or
2. For the employee who is a victim of domestic violence, sexual assault, or stalking:

    1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
    2. To help ensure the health, safety, or welfare of the victim or the victim's child;
    3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
    4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
    5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
    6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, "family member" means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child); grandparent;

grandchild; a sibling; or a designated person. Employees are limited to selecting one (1) designated person per 12-month period for paid sick days.

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

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

Notice and Documentation

Notice to use paid sick leave should be provided to Human Resources orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. To the maximum extent permitted by applicable law, the Company may require the employee to provide reasonable documentation of an absence from work for which paid sick leave was used for more than three (3) consecutive days.

Payment

Eligible employees will receive payment for paid sick leave, at the same rate of pay as the employee normally earns during regular work hours, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the Santa Monica or California minimum wage, whichever is higher. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

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

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

Enforcement and Retaliation

Retaliation or discrimination against the employee who requests paid sick leave or uses paid sick leave, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the appropriate City designated administrative agency against an employer who retaliates or discriminates against the employee.

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

7-16 West Hollywood Paid and Unpaid Time Off for Non-Exempt Employees (including the HWHFA)

Eligibility

Pursuant to the West Hollywood Ordinance, the Company provides paid leave and unpaid leave to non-exempt employees who perform at least two (2) hours of work in a particular week of the year within the geographic boundaries of West Hollywood. Compensated leave is provided in the form of paid sick leave and paid vacation/personal necessity leave. For employees who work in West Hollywood who are eligible for paid time off under another policy and and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Exempt employees should refer to the California: Sick and Safe Time policy.

Grant

Non-exempt employees will receive a grant of paid sick leave, paid vacation/personal necessity leave, and unpaid leave pursuant to this policy at the start of employment and at the beginning of each year thereafter. Paid sick leave will be granted in the amount of 48 hours and paid vacation/personal necessity leave will be granted in the amount of 48 hours, for a total of 96 hours of paid leave. Unpaid leave will be granted in the amount of 80 hours.

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

Usage

Employees can use accrued paid sick leave, paid vacation/personal necessity leave, and unpaid leave beginning on the 90th day of employment. Paid and unpaid leave may be used in a minimum increment of two (2) hours.

Paid vacation/personal necessity leave may be used for any reason the employee chooses.

Paid sick leave may be used for the following reasons:

1. For diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member; or
2. For employees who are a victim of domestic violence, sexual assault, or stalking:

    1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
    2. To help ensure the health, safety, or welfare of the victim or the victim's child;
    3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
    4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
    5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
    6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of use of paid sick leave under this policy, "family member" means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status), spouse, registered domestic partner, parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, sibling, or a designated person. Employees are limited to selecting one (1) designated person per 12-month period for paid sick leave.

Unpaid leave may be used only for sick leave for the illness of the employee or the employee's immediate family member, as defined by the California Family Rights Act (CFRA). In addition, employees may use unpaid leave only if they have fully exhausted their paid leave or are ineligible to use paid leave.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for reasons set forth above, and employees will be paid for such absences to the extent they have paid sick leave available. In the event the employee has no paid sick leave available, unless the employee advises the Company otherwise, we will assume, subject to applicable law, that the employee wants to use available unpaid leave for absences for the illness of the employee or the employee's immediate family member.

Employees will be notified of their available paid sick leave, paid vacation/personal necessity leave, and unpaid leave on each itemized wage statement.

Notice

Notice of the need for paid sick leave, unpaid leave, and paid vacation/personal necessity leave should be given to the Employee's Supervisor either orally or in writing. If the need for leave is foreseeable, the employee must provide reasonable advance notification. If the need for leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable.

Requests for paid vacation/personal necessity leave will be reviewed based on a number of factors, including business needs and staffing requirements. Although the Company will attempt to accommodate a timely request, the Company cannot guarantee that such a request will be granted on all occasions, unless otherwise required by law. The Company will not unreasonably deny an eligible employee's request to use accrued vacation/personal necessity leave.

Payment

Eligible employees will receive payment for paid sick leave and paid vacation/personal necessity leave at the same wage as the employee normally earns during regular work hours, unless otherwise required by applicable law, by next regular payroll period after the leave was taken. Eligible employees will receive no payment for unpaid leave. Use of paid sick leave, paid vacation/personal necessity leave, and unpaid leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Unused paid sick leave carries over from year to year but is subject to an overall maximum of 96 hours. Unused paid vacation/personal necessity leave carries over from year to year but is subject to an overall maximum of 96 hours. Accordingly, employees may carry over up to the maximum combined total of 192 hours of paid sick leave and paid vacation/personal necessity leave. Unused unpaid leave also carries over from year to year but is subject to overall maximum accrual of 80 hours.

Unused paid vacation/personal necessity leave under this policy is paid at separation, but unused paid sick leave and unpaid leave under this policy will not be paid at separation.

Enforcement and Retaliation

Retaliation or discrimination against employees who request or use paid sick leave, paid vacation/personal necessity leave or unpaid leave is prohibited, and employees may file a complaint with the Labor Commissioner or City Manager against an employer who retaliates or discriminates against them.

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

7-17 Lactation Breaks

The Company supports the legal right and necessity of employees who choose to express milk in the workplace. This policy establishes guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for as long as they desire to express breast milk.

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

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

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

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

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

Employees can consult Human Resources with questions regarding this policy.

7-18 San Francisco Lactation Breaks

The Company supports the legal right and necessity of employees who choose to express milk in the workplace. This policy establishes guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for as long as they desire to express breast milk.

The Company will provide a reasonable amount of break time to accommodate the employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk, to the extent required by and in accordance with applicable local, state and federal law. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. Break time that cannot run concurrently with rest and meal periods already provided to the employee is unpaid, to the extent permitted by applicable law.

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

Employees who believe they need a lactation accommodation should submit a request for possible accommodation to Human Resources. Upon receiving an accommodation request, the Company will respond to the employee within five (5) business days. The Company and the employee shall work together to determine the appropriate accommodations.

The San Francisco Lactation in the Workplace Ordinance and California law expressly prohibit retaliation against lactating employees for exercising their rights granted by the

ordinance. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

Employees can contact Human Resources with questions about this policy.

7-19 Workers' Compensation

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

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

7-20 Witness Leave

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

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

7-21 Voting Leave

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

7-22 Statutory Short-Term Disability Benefits

The Company also provides statutory short-term disability insurance.

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

7-23 Paid Family Leave Benefits

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

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

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

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

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

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

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

7-24 San Francisco Paid Parental Leave Benefits

In accordance with the San Francisco Paid Parental Leave Ordinance, the Company provides partial wage replacement benefits (Supplemental Compensation) to eligible employees who are on an approved leave of absence to bond with a new child through birth, adoption or foster care placement. Eligible employees may receive up to eight (8) weeks of Supplemental Compensation in a 12-month period.

Eligible Employees

To be eligible to receive benefits under this policy, employees must meet **all** the following criteria:

1. be absent from work due to an approved leave of absence for the purpose of bonding with a new child during the first year after birth of the child or placement of the child with the employee through foster care or adoption;
2. have worked at least 180 calendar days for the Company before beginning any parental leave;
3. perform at least eight (8) hours of work per week for the Company within the geographic boundaries of the City and County of San Francisco;
4. perform at least 40% of their total weekly hours within the geographic boundaries of the City and County of San Francisco;
5. be receiving wage replacement benefits from the State of California's Paid Family Leave (PFL) program for the purpose of bonding with a new child;
6. agree to allow the Company to deduct up to two (2) weeks of accrued PTO from the employee's leave bank to offset the cost of any Supplemental Compensation benefits as allowed under the ordinance; and
7. comply with the procedures for requesting Supplemental Compensation benefits described below.

Employees who ***do not*** meet all of the above criteria are not eligible to receive Supplemental Compensation under this policy but may still be eligible for benefits in accordance with the State of California PFL program.

Supplemental Compensation Benefit

The weekly Supplemental Compensation benefit is calculated based on the employee's wages and will be calculated in accordance with the San Francisco Paid Parental Leave Ordinance. Unless otherwise provided by law, the employee's weekly Supplement Compensation benefit will be equal to the difference between the weekly benefit received by the employee from the State of California PFL program and the weekly wage associated with that PFL benefit amount. Supplemental Compensation is only available during the period the employee is eligible for and is receiving weekly PFL benefits for the purpose of bonding with a new child. Employees can receive up to eight (8) weeks of Supplemental Compensation benefits.

Procedure for Receiving Supplemental Compensation

In order to receive Supplemental Compensation, employees must comply with the following procedures:

1. send an email to Human Resources stating they understand and agree that up to two (2) weeks of PTO will be deducted from their leave bank to offset the costs in providing Supplemental Compensation, except that the employee will be allowed to maintain a balance of at least 72 hours of PTO after any deduction;
2. provide the Company with a copy of the employee's Notice of Computation of California Paid Family Leave Benefits (Notice) from California's Employment Development Department (EDD) and provide EDD with permission to share the employee's California PFL weekly benefit amount with the Company;
3. complete and sign the San Francisco Paid Parental Leave Employee Form (PPL Form) (available from Human Resources). The Notice and PPL Form must be submitted within a reasonable time following the Covered Employee's receipt of the Notice from EDD;
4. notify the Company in writing upon the employee's receipt of the first payment from EDD; and
5. submit a copy of the Notice of Payment from EDD to confirm the Covered Employee's receipt of PFL benefits.

Employees who do not fully comply with this procedure may be denied Supplemental Compensation benefits, or receipt of these benefits may be delayed. If the employee completes the above procedures for receiving Supplemental Compensation prior to or during the period in which the employee is also receiving PFL benefits, the Company will make a good faith effort to make the first Supplemental Compensation benefit payment on the payday associated with the next full pay period following the employee's satisfaction of the above procedures. If the employee completes the above procedures after the period in which the employee received PFL benefits has been completed, the

employee will receive the total Supplemental Compensation no later than 30 days after satisfaction of the above procedures.

Employees may be required to reimburse the Company for any Supplemental Compensation benefits provided under this policy if they:

- do not return to work from a leave of absence during which they received Supplemental Compensation benefits, or
- voluntarily resign from employment within 90 days of the end of any leave during which they received Supplemental Compensation benefits.

Employees with questions regarding this benefit can contact Human Resources.

7-25 Personal Leave

If employees are ineligible for any other Company leave of absence, the Company, under certain circumstances, may grant a personal leave of absence without pay. A written request for personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for FMLA and CFRA, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

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

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

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

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

7-26 San Francisco Military Leave Pay Protection Benefits

In accordance with San Francisco's Military Leave Pay Protection Act, the Company provides supplemental compensation to eligible employees who are on an approved military leave of absence. Eligible employees may receive up to 30 days of supplemental compensation in a calendar year under this policy.

Eligible Employees. To be eligible to receive supplemental compensation under this policy, an employee must:

- Work within the geographic boundaries of San Francisco;
- Be a member of the reserve corps of the United States Armed Forces, National Guard, or other uniformed service organization of the United States; and
- Be on approved leave for military duty.

Amount of Supplemental Compensation. An eligible employee shall receive supplemental compensation in an amount equal to the difference between the employee's gross military pay and the amount of gross pay the employee would have received from the Company had the employee worked their regular work schedule in San Francisco. Overtime hours (unless regularly scheduled) and hours scheduled to work outside of San Francisco do not count toward the employee's gross pay calculation. Supplemental compensation is paid in daily increments. Eligible employees may receive up to 30 days of supplemental compensation in a calendar year.

For employees who do not work a regular work schedule, supplemental compensation shall be determined by looking at the bi-weekly immediately preceding the employee's leave, not including any pay periods during which the employee was on unpaid or partially paid leave. The Company will endeavor to provide the employee with the supplemental compensation no later than the payday for the payroll period when the employee's military leave began.

Benefits. Eligible employees will continue to receive all benefits as if they had worked their regular schedule during any period of time during which they receive supplemental compensation.

Documentation. Employees may be requested to provide their written military orders or a wage statement verifying the military gross pay they received or will receive to ensure accurate payment of supplemental compensation.

Repayment by Employee. Employees receiving supplemental compensation under this policy who can return to their position after completion of military leave but fail to return within 60 days of release from duty shall be required to repay any supplemental compensation received.

Coordination with Other Policies. Any supplemental compensation paid under this policy will be coordinated with and offset by amounts required to be paid under any other law or policy so that employees on military leave do not receive more in total pay then they would have received if they had worked their regular work schedule.

Employees with questions about this policy can contact their Supervisor.

7-27 Bone Marrow Donation Leave

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

7-28 Organ Donation Leave

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

For an initial request for organ donation leave, the employee must use up to two weeks of accrued vacation, sick leave or paid time off for this leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of the leave. If accrued vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid however the paid time off shall not exceed 30 days. Organ donation leave will not

be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave. Absences due to organ donation leave do not count as a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation and paid time off or seniority.

7-29 Family and Medical Leave

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

This policy provides employees with information concerning FMLA/CFRA entitlements and obligations they may have during such leaves and also explains differences between FMLA, CFRA, and PDL. Where more than one (1) of the laws applies, leave taken may be counted under more than one law at the same time to the extent permitted by the applicable law(s). For example, where leave for a pregnancy disability is also FMLA-qualifying, the leave will count against both FMLA and PDL entitlements. However, PDL is separate from and does not count against employees' CFRA leave entitlement. (Please consult the Pregnancy Disability Leave policy for more information on PDL.) This policy will be interpreted to comply with the law(s) that apply to a particular leave.

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

I. Eligibility

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

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

II. Entitlements for FMLA/CFRA Leave

A. Basic FMLA/CFRA Leave Entitlement

The FMLA/CFRA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined by a rolling 12-month period measured backward from the date the employee uses their FMLA leave. In some instances, leave may be counted under the FMLA but not CFRA or CFRA but not the FMLA. Leave may be taken for any one (1), or for a combination, of the following reasons:

1. Disability due to pregnancy, childbirth, or related medical condition (counts only toward FMLA leave and PDL leave entitlements);

2. Bonding and/or caring for a newborn child (counts toward FMLA and CFRA leave entitlements);

3. For placement with the employee of a child for adoption or foster care and to care for the newly placed child (counts toward FMLA and CFRA leave entitlements);

4. To care for the employee's spouse, child, or parent with a **serious health condition** (counts toward FMLA and CFRA leave entitlements);

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

6. For the employee's own **serious health condition** (excluding pregnancy) that makes the employee unable to perform (1) one or more of the essential functions of their job (counts toward FMLA and CFRA leave entitlements); and/or

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

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

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

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

Under the CFRA, a "designated person" means any individual related by blood or whose relationship with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The Company may limit an employee to one designated person every 12-month period for family care and medical leave.

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

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

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

B. Additional Military Family Leave Entitlement (FMLA Only)

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

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

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

C. Intermittent Leave and Reduced Leave Schedules

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

Employees also are eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in two-

(2-) week increments, but the Company permits two (2) occasions where the leave may be for less than two (2) weeks.

D. Health Insurance Benefits Schedules

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

E. No Work While on Leave

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

F. Restoration of Employment and Benefits

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

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

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

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

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

H. Employee Obligations for FMLA/CFRA Leaves

a. Provide Notice of the Need for Leave

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

i. Content of Notice

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

1. A medical condition renders them unable to perform the functions of their job;

2. They are pregnant;

3. They or a covered family member have been hospitalized overnight;

4. They or a covered family member are under the continuing care of a health care provider;

5. The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active-duty status; or

6. If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA/CFRA leave under this policy. Employees must respond to the Company's lawful questions to determine if absences are potentially FMLA/CFRA-qualifying.

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

ii. Timing of Notice

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

b. Cooperating in the Scheduling of Leave

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

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

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

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

who fail to address deficiencies or otherwise fail to submit requested medical certifications in a timely manner.

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

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA/CFRA medical certifications.

i. Initial Medical Certifications

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

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

ii. Medical Recertifications

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

iii. Return-to-Work Release

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA/CFRA leaves that were taken because of their own serious health

conditions must provide the Company with a release to return to work from their healthcare provider stating they are able to resume work. Employees taking intermittent leave may be required to provide a return-to-work release for such absences up to once every 30 days if reasonable safety concerns exist regarding their ability to perform their duties. The Company may delay and/or deny job restoration until employees provide return-to-work releases.

d. Submit Certifications Supporting Need for Military Family Leave

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

When leave is taken to care for a covered servicemember with a serious injury or illness as allowed by the FMLA only, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

e. Reporting Changes to Anticipated Return Date

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

f. Substitute Paid Leave for Unpaid FMLA Leave

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

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

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

The substitution of paid time off for unpaid family/medical leave time does not extend the length of FMLA/CFRA leaves and the paid time off runs concurrently with the FMLA/CFRA entitlement.

g. Pay Employee's Share of Health Insurance Premiums

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

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

I. Coordination of FMLA Leave with Other Leave Policies

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

QUESTIONS AND/OR COMPLAINTS ABOUT FMLA/CFRA LEAVE

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

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

7-30 Leave for Victims of Crime or Abuse (including Domestic Violence, Sexual Assault or Stalking)

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

- to seek medical attention for injuries caused by crime or abuse;
- to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse;
- to obtain psychological counseling or mental health services related to an experience of crime or abuse; or
- to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

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

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

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

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

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

7-31 Bereavement Leave

Employees who have been employed for at least 30 days may take bereavement leave of up to five (5) days upon the death of a family member. For the purposes of this policy a

family member includes a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

Bereavement leave need not be consecutive but must be completed within three (3) months of the family member's death.

Bereavement leave will be paid at the employee's base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Bereavement leave is not counted as hours worked for purposes of calculating overtime.

Employees, if requested by the Company, within 30 days of the first day's leave, must provide documentation of the death of the family member. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

The Company will maintain the confidentiality of any employee requesting leave under this policy including documentation provided to the Company related to a request for leave. Employees wishing to utilize bereavement leave should contact Human Resources. Employees will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.

7-32 Reproductive Loss Leave

Employees who have been employed for at least 30 days will be provided with up to five (5) days of reproductive loss leave following a reproductive loss event. Employees who experience more than one (1) reproductive loss event within a 12-month period are limited to 20 days of reproductive loss leave in a 12-month period. For purposes of this policy, a reproductive loss event means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction via artificial insemination or an embryo transfer.

Leave may only be taken on regularly scheduled workdays. Leave does not need to be taken on consecutive days. Leave must be completed within three (3) months of the reproductive loss event, except that if the employee is on some other leave from work prior to or immediately following a reproductive loss event, the reproductive loss leave is available for use during the three (3) months following the end date of the other leave.

Reproductive loss leave is unpaid, except to the extent the employee is eligible for paid leave for these purposes under other the Company policies. The employee may elect to

use accrued (vacation, personal days, or sick leave) to receive pay during any unpaid leave taken under this policy. Leave provided pursuant to this policy will run concurrently with any other applicable leave of absence for covered reasons, to the maximum extent permitted by applicable law. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with the employee's reproductive loss leave entitlement.

Employees must inform their supervisor prior to commencing reproductive loss leave. The Company will maintain the confidentiality of any employee requesting leave under this policy including information provided to the Company related to a request for leave.

7-33 Time Off for Crime Victims

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

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

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

7-34 Literacy Assistance

The Company is committed to providing assistance to employees who require time off to participate in an adult education program for literacy assistance. If employees need time off to attend such a program, they should inform their direct supervisor or the Human

Resources Department. The Company will attempt to make reasonable accommodations by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. The Company will attempt to safeguard the privacy of employees' enrollment in an adult education program.

7-35 Pregnancy Disability Leave

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

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

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

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

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

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

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

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

As a condition of returning from pregnancy disability leave or transfer, the Company requires the employee to obtain a release from a health care provider stating ability to resume the original job duties with or without reasonable accommodation.

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

The Company encourages employees to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave.

If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with the Company. Failure to notify the Company of their ability to return to work when

it occurs or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the Company, unless employees are entitled to Family and Medical Leave or entitled to further leave pursuant to applicable law.

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

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

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

7-36 Rehabilitation Leave

the Company is committed to providing assistance to our employees to overcome substance abuse problems. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. Employees may also use accumulated sick days, if applicable, for this purpose.

Employees should notify Human Resources if they need such accommodation. The Company will take reasonable steps to safeguard privacy with respect to enrollment in an alcohol or drug rehabilitation program.

7-37 Time Off For School Related Activities

Employees that work at a location with 25 or more employees are provided unpaid time off up to 40 hours in one (1) calendar year if they are parents (including individuals acting in the capacity of a parent under the law), guardians, stepparents, foster parents or grandparents with custody of a child attending, or of age to attend, a licensed childcare provider or kindergarten through grade 12. The unpaid leave must be used for the following child-related activities:

1. to find, enroll or reenroll the child in a school or with a licensed childcare provider, or to participate in activities of the school or licensed childcare provider of the child.
2. to address a childcare provider or school emergency, meaning that the child cannot remain in school or with a childcare provider due to one of the following:

    - the school or childcare provider has requested that the child be picked up or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or childcare provider;
    - behavioral or discipline problems;
    - closure or unexpected unavailability of the school or childcare provider, excluding planned holidays; or
    - a natural disaster, including, but not limited to, fire, earthquake or flood.

The amount of time off for reason #1 cannot exceed eight (8) hours in any calendar month of the year. Prior to taking leave for reason #1 above, the employee must provide reasonable notice of the planned absence to their Supervisor. The employee must give notice to their Supervisor when taking leave for reason #2 above.

If more than one parent of a child is employed at the same worksite, leave for the reasons above apply, at any one time, only to the parent who first gives notice, such that another parent may take a planned absence simultaneously as to that same child for the reasons above, but only if the parent obtains approval from their Supervisor for the requested time off.

Employees may be required to provide documentation of their participation in these activities. Parents, guardians or grandparents with custody of schoolchildren who have been suspended also are allowed to take unpaid time off to appear at the school pursuant to the school's request. Employees may use accrued paid time off for purposes of the leave taken under this policy.

7-38 Time Off for Volunteer Firefighters, Reserve Peace Officers, and Emergency Rescue Personnel

Employees who are volunteer firefighters, reserve peace officers, or emergency rescue personnel are permitted unpaid time off, not to exceed 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training.

Employees are also permitted unpaid time off from work to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel.

If the employees request time off under the policy, they must notify their direct supervisor immediately after the need for the leave becomes known.

7-39 Business Expense Reimbursement

The Company will reimburse employees for reasonable expenses incurred for business purposes including, but not limited to, meals, lodging, and transportation. Mileage driven in a personal automobile for business purposes will be reimbursed at the current IRS-approved rate per mile. All business travel and business purchases must be approved in advance by the employee's Supervisor.

Employees should complete expense reimbursement reports within 30 days of incurring the expenses and submit the reports and receipts to the employee's Supervisor.

7-40 Acknowledgment and Receipt of California: Discrimination, Harassment and Retaliation Prevention Policy

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

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

Discrimination Defined

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

Harassment Defined

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Retaliation Defined

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

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

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

Reporting Procedures

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

Every supervisor who learns of any employee's concern about conduct in violation of this policy or the Equal Employment Opportunity Policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy or our Equal Employment Opportunity Policy must immediately report the issues raised to Human Resources.

Investigation Procedures

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

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

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

Training

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

Retaliation Prohibited

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

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

I acknowledge that I have received, read, and understand the Company's Discrimination, Harassment, and Retaliation Prevention Policy. I agree to abide by and be bound by the rules, provisions and standards set forth in the Company's policy. I further acknowledge that the Company reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment and Retaliation Prevention Policy at any time. I also acknowledge I have received the California Civil Rights Department's brochure, Sexual Harassment Fact Sheet (CRD-185 brochure).

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Section 8 - Colorado Addendum

8-1 Pregnancy Accommodations

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

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

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

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

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

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

8-2 Overtime

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

Please review the Colorado Overtime and Minimum Pay Standards (COMPS) Order for information regarding your rights under Colorado law, available below.

Please contact the Human Resources if you have any questions about overtime requirements or the COMPS Order.

For your convenience, below is the full text of the current COMPS Order #39 poster, as provided by the Colorado Department of Labor and Employment, effective 1/1/24. A copy of the poster is included at the end.

Colorado Overtime & Minimum Pay Standards order ("COMPS Order") #39, Poster & Notice *Effective 1/1/24: must update annually; new poster available each mid-December. This poster is from the Colorado Department of Labor and Employment, online at https://cdle.colorado.gov/posters-0*

Colorado Minimum Wage: $14.42/hour, or $11.40 for Tipped Employees, in 2024 (Rule 3)

- The minimum wage is adjusted each year for inflation, so the above amounts are for only 2024
- All employees must be paid at least the minimum wage (unless exempt in Rule 2), whether paid hourly or another way (salary, commission, piecework, etc.), except unemancipated minors can be paid 15% under full minimum wage
- Use the highest standard if other labor laws also apply, such as Denver's minimum wage ($18.29 in 2024)

Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12 consecutive (Rule 4)

- Overtime is required each week over 40 hours, or day over 12, even if 2 or more weeks or days average fewer hours

- Employers cannot provide time off ("comp time") instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):

    - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
    - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many under federal law)
    - Agriculture: overtime after 48-56 hours (based on size and seasonality); extra breaks and pay on long days

Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)

- Can be unpaid, but only if employees are completely relieved of all duties, and allowed to pursue personal activities
- If work makes uninterrupted meal periods impractical, eating on-duty must be permitted, and the time must be paid
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts

Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)

#Work Hours:	Up to 2	>2, up to 6	>6, up to 10	>10, up to 14	>14, up to 18	>18, up to 22	>22
#Rest Periods:	0	1	2	3	4	5	6

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:

    - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
    - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)

- All time on-premises, on duty, or at workplaces (but not just letting off-duty employees be on-premises), including:
    - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
    - waiting for assignments at work, or receiving or sharing work-related information,
    - security/safety screening, or clocking/checking in or out, or
    - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in Rule 1.9.3).

Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after audit/notice)
- Tip credits: Employers can pay up to $3.02 under minimum wage ($11.40 in 2024, or $15.27 in Denver), if: (a) tips (not mandatory service charges) raise pay to full minimum, and (b) tips aren't diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employee's (not the employer's) benefit, recorded in writing, and limited to $25 or $100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of $55,000 in 2024 (then inflation-adjusted), except $33.17/hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary ($123,750 in 2024)
- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

Record-Keeping & Notices of Rights (Rule 7)

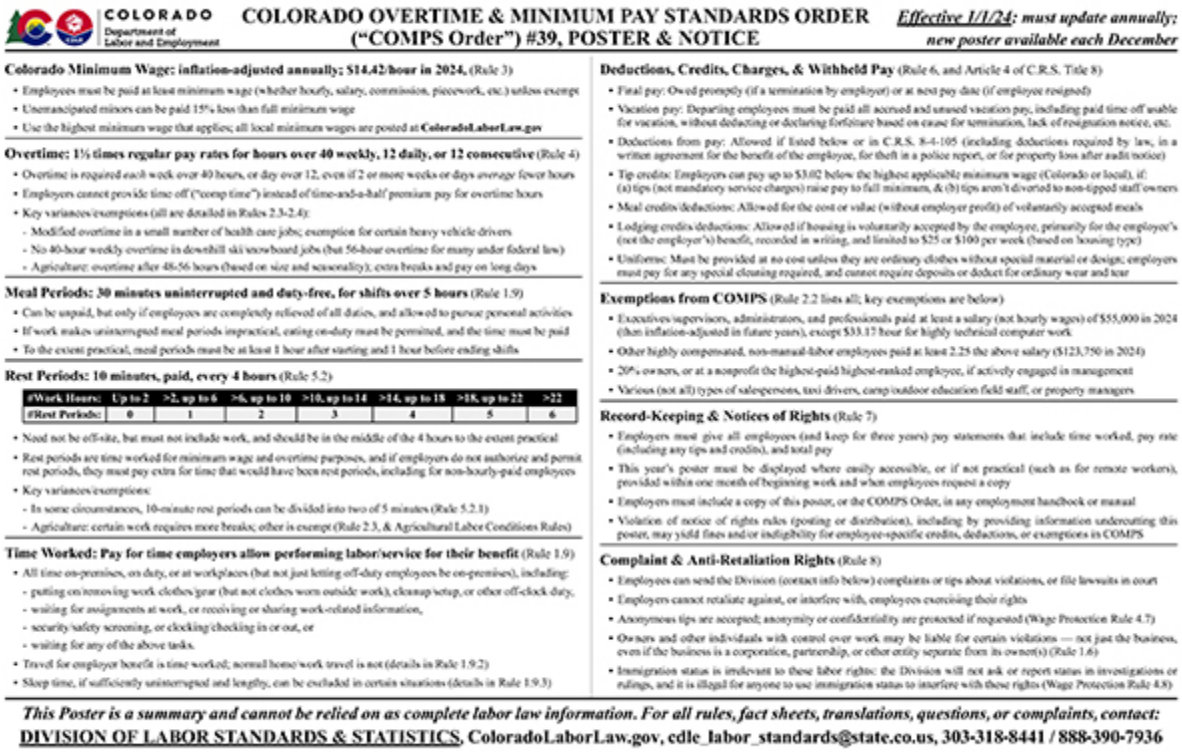
- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year's poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy
- Employers must include a copy of this poster, or a COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information undercutting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

Complaint & Anti-Retaliation Rights (Rule 8)

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations — not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights: the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)

This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact: **DIVISION OF**

LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936



COLORADO Department of Labor and Employment

COLORADO OVERTIME & MINIMUM PAY STANDARDS ORDER ("COMPS Order") #39, POSTER & NOTICE

Effective 1/1/24: must update annually; new poster available each December

Colorado Minimum Wage: inflation-adjusted annually; $14.42/hour in 2024, (Rule 3)

- Employees must be paid at least minimum wage (whether hourly, salary, commission, piecework, etc.) unless exempt
- Unemancipated minors can be paid 15% less than full minimum wage
- Use the highest minimum wage that applies; all local minimum wages are posted at **ColoradoLaborLaw.gov**

Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12 consecutive (Rule 4)

- Overtime is required each week over 40 hours, or day over 12, even if 2 or more weeks or days average fewer hours
- Employers cannot provide time off ("comp time") instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
  - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
  - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many under federal law)
  - Agriculture: overtime after 48-56 hours (based on size and seasonality); extra breaks and pay on long days

Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)

- Can be unpaid, but only if employees are completely relieved of all duties, and allowed to pursue personal activities
- If work makes uninterrupted meal periods impractical, eating on-duty must be permitted, and the time must be paid
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts

Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)

#Work Hours:	Up to 2	>2, up to 6	>6, up to 10	>10, up to 14	>14, up to 18	>18, up to 22	>22
#Rest Periods:	0	1	2	3	4	5	6

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:
  - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
  - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)

- All time on-premises, on duty, or at workplaces (but not just letting off-duty employees be on-premises), including:
  - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
  - waiting for assignments at work, or receiving or sharing work-related information,
  - security/safety screening, or clocking/checking in or out, or
  - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in Rule 1.9.3)

Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after audit/notice)
- Tip credits: Employers can pay up to $3.02 below the highest applicable minimum wage (Colorado or local), if: (a) tips (not mandatory service charges) raise pay to full minimum, & (b) tips aren't diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employee's (not the employer's) benefit, recorded in writing, and limited to $25 or $100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of $55,000 in 2024 (then inflation-adjusted in future years), except $33.17 hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary ($123,750 in 2024)
- 20% owners, or at a nonprofit the highest-paid highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

Record-Keeping & Notices of Rights (Rule 7)

- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year's poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy
- Employers must include a copy of this poster, or the COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information undercutting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

Complaint & Anti-Retaliation Rights (Rule 8)

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations — not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights: the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)

This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact:
DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936

8-3 Sick and Safe Time

Eligibility

The Company provides paid sick leave to all employees. For employees who work in Colorado who are eligible for sick leave under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees receive a grant of 48 hours of paid sick leave at the start of employment. Thereafter, at the start of the calendar year, employees will receive a grant of 48 hours of paid sick leave, inclusive of any hours carried over from the prior year.

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

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

Usage

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

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

1. Mental or physical illness, injury, or health condition that prevents the employee from working; the need to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; the need to obtain preventive medical care; or the need to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;
2. To care for a family member who has a mental or physical illness, injury, or health condition; needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or needs to obtain preventive medical care;
3. The employee or a family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to:

    - Seek medical attention to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
    - Obtain services from a victim services organization;
    - Obtain mental health or other counseling;
    - Seek relocation due to the domestic abuse, sexual assault, or harassment; or
    - Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;

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

5. The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care; or
6. The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.

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

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

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

Notice and Documentation

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

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

Payment

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

Carryover and Payout

Employees may carry over up to 48 hours of accrued, unused paid sick leave to the following calendar year. If the employee carries over accrued, unused paid sick leave from the prior year, the employee will be eligible to accrue only enough hours of paid sick leave in the following year to bring the employee to the 48 hours maximum, regardless of how much paid sick leave the employee used in the previous year and when it was used. Accrued but unused paid sick leave will not be paid at separation.

Additional Public Health Emergency Paid Sick Leave

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

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

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

1. To self-isolate and care for oneself when diagnosed with a communicable illness that is the cause of a public health emergency; self-isolate and care for oneself when experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek or obtain medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public

health emergency; seek preventive care concerning a communicable illness that is the cause of a public health emergency;

2. To care for a family member who is self-isolating after being diagnosed with a communicable illness that is the cause of a public health emergency; is experiencing symptoms of a communicable illness that is the cause of a public health emergency; needs medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; or is seeking preventive care concerning a communicable illness that is the cause of a public health emergency;
3. With respect to a communicable illness that is the cause of a public health emergency:

    - A local, state, or federal public official or health authority having jurisdiction over the location in which the Company is located or the Company determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable illness or because the employee is exhibiting symptoms of the communicable illness, regardless of whether the employee has been diagnosed with the communicable illness; or
    - Care of a family member after a local, state, or federal public official or health authority, having jurisdiction over the location in which the family member's place of employment is located, or the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable illness, or because the family member is exhibiting symptoms of the communicable illness, regardless of whether the family member has been diagnosed with the communicable illness;

4. Care of a child or other family member when the individual's child care provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed by a local, state, or federal public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely;
5. Inability to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of the public health emergency.

Employees must notify the Company of the need for public health emergency paid sick leave as soon as practicable when the need for paid sick leave is foreseeable and the

Company's place of business has not been closed. Documentation is not required to take public health emergency paid sick leave.

Public health emergency paid sick leave in the amount described above may be taken once during the entirety of a public health emergency even if such public health emergency is amended, extended, restated, or prolonged.

Enforcement and Retaliation

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

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

8-4 Breaks

Rest Breaks. Non-exempt employees are authorized and permitted paid ten- (10-) minute rest periods for each four (4) hours of work, or major fraction of that time. For purposes of this policy, "major fraction" means any time greater than two (2) hours. An additional rest period is required for any period that rounds up to four (4) hours. For example, a shift of two (2) hours or fewer requires no rest periods, a two (2) hour and one- (1-) minute shift requires a single rest period, and a six- (6-) hour shift also requires a single rest period, but a six- (6-) hour and one (1) minute shift requires two (2) rest periods.

Rest breaks should be taken as close to the middle of each work period of four (4) hours or major fraction thereof as is practical. Shorter or longer shifts and other factors that make such scheduling impractical may alter this general timing. Employees do not need to obtain approval from or notify their supervisor when taking a rest break. Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with each other or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the workday to arrive late or leave early. Each rest break must be a separate break, meeting the requirements described above. If any work is performed during a rest break, or if the rest break is

interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

Meal Periods. Non-exempt employees who work more than five (5) hours in a workday are provided an unpaid, off-duty and uninterrupted meal period of at least 30 minutes. Employees are responsible for scheduling their own meal period but should confirm them with their supervisor(s). To the extent practical, meal periods must be at least one (1) hour after starting and one (1) hour before ending shifts.

If an employee's type of work makes an uninterrupted, duty-free meal period impractical, the employee will be permitted to eat while working and paid for such time. Employees will be informed by their supervisor if they will be provided with on-duty meal periods.

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

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

No Working During Rest Breaks and Meal Periods. Non-exempt employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside employees' work areas, such as in a break room. Employees may leave the premises during meal periods but may not leave the premises during rest periods. Employees should not visit or socialize with employees who are working while taking their rest break or meal period. Employees are required to notify Human Resources immediately if they believe they are being pressured or coerced by any manager, supervisor, or other employee to forego any portion of a provided rest break or meal period. Additionally, employees are required to notify Human Resources immediately if they believe their workload, schedule, deadline, or other quota make rest break or meal periods infeasible.

Summary Chart. Below is a chart that generally summarizes the number of rest breaks and meal periods provided to non-exempt employees (these figures may vary depending on the timing of an employee's breaks).

Hours of Work	Rest Breaks	Meal Breaks
2 or fewer hours	0	0
Over 2 and up to 5 hours	1	0
Over 5 and up to 6 hours	1	1
Over 6, and up to 10 hours	2	1
Over 10, and up to 14 hours	3	1
Over 14, and up to 18 hours	4	1
Over 18, and up to 22 hours	5	1
Over 22 hours	6	1

8-5 Paid Family and Medical Leave

Eligibility Requirements. Effective January 1, 2024, Colorado employees who have a qualifying condition and who earned $2,500 over the previous year for work performed in Colorado will be eligible for paid family and medical leave, and to receive family and medical leave insurance benefits while taking paid family and medical leave, pursuant to Colorado's Family and Medical Leave Insurance (FAMLI) Program. All employees are required to contribute to the FAMLI Program and will be subject to payroll deductions not to exceed the maximum employee premium rate established by law.

Entitlement. Eligible employees are entitled to up to 12 weeks of paid leave per year. Employees with serious health conditions caused by pregnancy complications or childbirth complications may be entitled to up to four (4) additional weeks of paid leave per year for a total of up to 16 weeks.

FAMLI leave is available for the following circumstances:

- Caring for a new child during the first year after the birth, adoption, or foster care placement of that child;
- Caring for a family member with a serious health condition;
- For the employee's own serious health condition;
- Because of any qualifying exigency leave; or
- For safe leave.

"Family member" means:

1. Regardless of age, a biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the covered employee stands *in loco parentis*, or a person to whom the covered employee stood *in loco parentis* when the person was a minor;
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of a covered employee or covered employee's spouse or domestic partner or a person who stood *in loco parentis* when the covered employee or covered employee's spouse or domestic partner was a minor child;
3. A person to whom the covered employee is legally married under the laws of any state, or a domestic partner of a covered individual as defined in Colo. Rev. Stat. § 24-50-603 (6.5);
4. A grandparent, grandchild, or sibling (whether a biological, foster, adoptive, or step relationship) of the covered employee or covered employee's spouse or domestic partner; or
5. As shown by the covered employee, any other individual with whom the covered employee has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.

"Caring for a new child" means caring, bonding, and providing the basic needs of a child that is younger than 18 and sometimes up to the age of 21 if still under jurisdiction of the juvenile court. Leave can be used once during the fostering and adopting of the same child. When using leave to "care for a new child," benefits are limited to parents and individuals standing *in loco parentis* to the child.

"Qualifying exigency leave" means leave based on a need arising out of a covered employee's family member's active-duty service or notice of an impending call or order to active duty in the armed forces. This type of leave includes things like providing for the care or other needs of the military member's child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.

A "serious health condition" means an illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

"Safe leave" means any leave needed because the covered employee or the employee's family member is the victim of domestic violence, the victim of stalking, or the victim of sexual assault or abuse if the covered employee is using the leave from work to protect the covered individual or the covered employee's family member by:

1. Seeking a civil protection order to prevent domestic violence;
2. Obtaining medical care or mental health counseling or both for them or for their children to address physical or psychological injuries resulting from the act of domestic violence, stalking, or sexual assault or abuse;
3. Making their home secure from the perpetrator of the act of domestic violence, stalking, or sexual assault or abuse, or seeking new housing to escape said perpetrator; or
4. Seeking legal assistance to address issues arising from the act of domestic violence, stalking, or sexual assault or abuse, or attending and preparing for court-related proceedings arising from said act or crime.

Substitution of FAMLI Benefits with the Company Benefits. Employees may choose to use sick leave or other paid time off before using FAMLI benefits but are not required to do so. The Company and employees may mutually agree to supplement FAMLI benefits with sick leave or other paid time off in order to provide full wage replacement.

Use of Leave. Leave may be taken continuously, intermittently, or in the form of a reduced schedule. A covered employee may take intermittent leave in increments of either one (1) hour or shorter periods if consistent with the increments the Company typically uses to measure employee leave, except that benefits are not payable until the covered employee accumulates at least eight (8) hours of family and medical leave insurance benefits. FAMLI wage replacement benefits will be paid at a rate of up to 90% of the employee's average weekly wage with lower wage earners receiving a higher percentage. Benefits are calculated on a sliding scale using the employee's average weekly wage from the previous five (5) calendar quarters in relation to the average weekly wage for the State of Colorado and may increase over time. Benefits are capped at $1,100 per week. Potential benefits can be estimated by using the calculator available at famli.colorado.gov.

Employee Notice to the Company. When the need for leave is foreseeable, individuals must provide not less than 30 days' notice prior to the start of their planned leave to the Company when practicable and shall make a reasonable effort to schedule leave so as not to unduly disrupt the operations of the Company. When the need for leave is unforeseeable or providing 30 days' notice is not possible, employees must provide notice as soon as possible and have up to 30 days after the leave has begun to apply for FAMLI benefits.

Employee Application to the Department. Employees or their designated representatives will apply for FAMLI benefits by submitting an application, along with other required documents that support the need for leave. The Division of Family and Medical Leave Insurance Division of the Colorado Department Labor (Division) will establish reasonable procedures and forms for filing claims for benefits and will specify what supporting documentation is necessary to support a claim for benefits, including any documentation required from a health care provider for proof of a serious health condition and any documentation required by the Division with regards to a claim for safe leave. Instructions on how to apply for benefits will be available on famli.colorado.gov in the last quarter of 2023.

Employees will submit the application directly to the Division. Applications may be submitted in advance when the need for qualified leave is foreseeable. Approved applications will be paid by the FAMLI Division within two (2) weeks after the claim is properly filed, and every two (2) weeks thereafter. Employees can appeal claim determinations to the FAMLI Division.

Employees who attempt to defraud the FAMLI program may be disqualified from receiving benefits.

Job Benefits and Protection. Employees are entitled to the same healthcare benefits while on FAMLI leave, but also remain responsible for paying for those benefits in the same amounts as before the leave began.

Employees who have worked for the Company for at least 180 days are entitled to return to the same position, or an equivalent position, upon their return from FAMLI leave. Otherwise, employees taking FAMLI leave are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws.

Interaction with Other Leave Policies. FAMLI leave is designed to run concurrently with the federal FMLA and Colorado Family Care Leave pursuant to Colo. Rev. Stat. § 8-13.3-203. If FAMLI leave is used for a reason that also qualifies as leave under FMLA or Colorado Family Care Leave, then the leave also may count as FMLA leave or Colorado Family Care Leave used, as applicable. Employees may choose to use sick leave or other employer-provided paid time off before using FAMLI benefits but are not required to do so. If mutually agreed upon with the Company, employees may supplement FAMLI benefit payments with sick leave or other paid time off in order to receive full wage replacement.

Questions and/or Complaints about FAMLI Leave. If employees have questions regarding this FAMLI policy, they should contact Human Resources. For questions about

determinations by the Department on leave eligibility, entitlement, and/or benefits, employees should contact the Department directly. The Company is committed to complying with the FAMLI and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FAMLI.

The FAMLI makes it unlawful for employers to discriminate, retaliate, threaten to retaliate, or interfere with the exercise of any rights under the FAMLI. In addition, employers may not retaliate or threaten to retaliate against any person who has filed a complaint, has caused a complaint to be filed, has or will participate or testify in proceeding relating to a violation of the FAMLI, or has given or is about to give information connected to a proceeding relating to a violation of the FAMLI. If employees believe their FAMLI rights have been violated, they should contact Human Resources immediately. The Company will investigate any FAMLI complaints and take prompt and appropriate remedial action to address and/or remedy any FAMLI violation. Employees also may file FAMLI complaints with the Department alleging FAMLI violations.

8-6 COMPS Order Acknowledgment Form

I acknowledge that I have received the Colorado Overtime and Minimum Pay Standards Order ("COMPS Order") #39 poster.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Section 9 - Connecticut Addendum

9-1 Pregnancy Accommodations

In compliance with Connecticut law, the Company will not discriminate against the employee or prospective employee in the terms or conditions of the employee's employment in relation to pregnancy, childbirth, or a related condition including, but not limited to, lactation. The Company will not limit, segregate, or classify the employee in a way that would deprive the employee of employment opportunities due to the employee's pregnancy.

Reasonable Accommodations

The Company will endeavor to provide reasonable accommodations for conditions related to pregnancy, childbirth or a related condition, including, but not limited to, lactation, unless the accommodation would pose an undue hardship on the Company's business. Such accommodations include, but are not limited to:

1. Being permitted to sit while working;
2. More frequent or longer breaks;
3. Periodic rest;
4. Assistance with manual labor;
5. Job restructuring;
6. Light duty assignments;
7. Modified work schedules;
8. Temporary transfers to less strenuous or hazardous work;
9. Time off to recover from childbirth; or
10. Break time and appropriate facilities for expressing breast milk.

The Company will not force the employee or prospective employee affected by pregnancy to accept a reasonable accommodation if such employee or person seeking employment does not have a known limitation related to the employee's pregnancy or does not require a reasonable accommodation to perform the essential duties related to the employee's employment. This includes, but is not limited to, forcing the employee to take leave if another reasonable accommodation can be provided to the employee's condition related to the pregnancy, childbirth, or a related medical condition.

Enforcement and Retaliation

The Company will not retaliate against the employee in the terms, conditions, or privileges of the employee's employment based upon the employee's request for a reasonable accommodation under this policy. Further, the Company will not deny employment opportunities to the employee or prospective employee due to the employee's or prospective employee's request for a reasonable accommodation related to pregnancy, childbirth, or a related medical condition.

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

9-2 Non-Harassment

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

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted, or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws is illegal and prohibited by Connecticut and federal law in the workplace, pursuant to § 46a-60(a)(8) of the Connecticut General Statutes and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq*.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual, or physical conduct that denigrates or shows hostility or aversion toward an individual because of

any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

1. Unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. Obscene or vulgar gestures, posters, or comments;
4. Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters, and drawings;
7. Sexually-explicit e-mails, text messages, or voicemails;
8. Uninvited touching of a sexual nature;
9. Unwelcome sexually-related comments;

10. Conversation about one's own or someone else's sex life;
11. Conduct or comments consistently targeted at only one (1) gender, even if the content is not sexual; and
12. Teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedure

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

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

While employees are encouraged to report claims internally, if an employee believes that they have been subjected to sexual harassment or other harassment in violation of state law, the employee may file a formal complaint with the Connecticut Commission on Human Rights and Opportunities (the "Commission") at 860-541-3400, CT Toll Free 1-800-477-5737, or online at www.ct.gov/CHRO.

Individuals who engage in acts of sexual harassment or other harassment in violation of state law may be subject to civil penalties in the form of a cease and desist orders, back pay, compensatory damages, hiring, promotion, or reinstatement, emotional distress, as well as attorney's fees, costs, pre- and post- judgment interest, and punitive damages (if the case is tried in court). Individuals may also be subject to additional criminal penalties stemming from acts of sexual harassment.

Connecticut law requires that a written complaint be filed with the Commission within 300 days of the date the alleged harassment.

9-3 Lactation Breaks

The Company will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their child, to the extent required by and in accordance with applicable law. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. Break time that cannot run concurrently with rest and meal periods already provided to the employee will be unpaid, to the extent permitted by applicable law.

The Company will make reasonable efforts to provide the employee with use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This room or location may be the employee's private office, if applicable.

Unless otherwise required by applicable law, the Company may not be able to provide a room or location in close proximity to the employee's work area if doing so would impose an undue hardship by causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the Company's business.

Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Employees can contact Human Resources with questions regarding this policy.

9-4 Family and Medical Leave

For Connecticut employers that are covered by the federal Family and Medical Leave Act.

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Connecticut Family and Medical Leave Act ("CFMLA"). This policy provides employees information concerning FMLA/CFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will

run FMLA leave concurrently with CFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA/CFMLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

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

CFMLA leave is available to "CFMLA eligible employees." To be a "CFMLA eligible employee," the employee must have been employed by the Company for at least three (3) months immediately preceding a request for leave.

II. Entitlements

As described below, the FMLA and/or CFMLA provide(s) eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA/CFMLA Leave Entitlement

The FMLA/CFMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period, with an additional two (2) weeks available under the CFMLA for an incapacitating serious health condition that occurs during pregnancy. The 12-month period is measured by a rolling 12-month period measured backward from the date the employee uses their FMLA leave. Where both laws apply, the leave provided by each will run concurrently. It is the Company's policy to provide the greater leave benefit provided under the FMLA or CFMLA and to run leave concurrently under the FMLA and CFMLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, child or parent who has a **serious health condition**);

- To care for the employee's parent-in-law, sibling, grandparent, grandchild or any other individual related to the employee by blood or affinity whose close association the employee shows to be the equivalent of these family relationships or of a child, parent, or spouse who has a **serious health condition** (CFMLA only);
- To serve as an organ or bone marrow donor (CFMLA only);
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, child or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** under the FMLA and/or CFMLA is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, including inpatient care in a hospital, hospice, nursing home or residential medical care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider, or one visit and a regimen of continuing treatment, or incapacity due to pregnancy or incapacity due to a chronic condition. For additional information regarding conditions that qualify as serious health conditions, please contact Human Resources.

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

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) Under the FMLA and/or CFMLA

In addition to the basic FMLA and/or CFMLA leave entitlements discussed above, under the FMLA and CFMLA, an eligible employee who is the spouse, child, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness.

In addition to the entitlements outlined above, under the CFMLA an eligible employee is entitled to take up to 26 weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the servicemember is the eligible employee's parent-in-law with a serious health condition.

Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA- and/or CFMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

When, during the single 12-month period, leave qualifies as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition, the Company will designate such leave as leave to care for a covered servicemember in the first instance, and such leave shall not be designated and counted as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition. As is the case with other FMLA and/or CFMLA leave, the Company may retroactively designate leave as leave to care for a covered servicemember.

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

The FMLA and CFMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA and CFMLA definition of "serious health condition" applicable to FMLA and CFMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA/CFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered

servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. No Work While on Leave

The taking of another job while on FMLA/CFMLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

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

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances.

At the end of a leave under the CFMLA, the employees will be returned to their original job, unless that job is not available, in which case they will be returned to an equivalent position.

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

G. Notice of Eligibility for, and Designation of, FMLA/CFMLA Leave

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

The Company may retroactively designate leave as FMLA/CFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA/CFMLA-qualifying at an earlier date did not cause harm or injury to the employee.

In all cases where leaves qualify for FMLA/CFMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA/CFMLA leave.

III. Employee FMLA and CFMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA/CFMLA leave must timely notify the Company of their need for FMLA/CFMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

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

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

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA/CFMLA leave under this policy. Employees must respond to the Company's requests for information to determine if absences are potentially FMLA/CFMLA-qualifying.

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

2. Timing of Employee Notice

Where the need for leave is foreseeable, employees must provide timely advance notice of the need to take family and medical leave; if leave is requested only under the FMLA, then 30 days' notice is required. Where possible, the Company requests that employees provide at least 30 days' notice of a foreseeable leave. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case (i.e., within one (1) or two (2) business days of learning of the need for the leave).

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employees' health care provider. If employees providing notice of the need to take FMLA/CFMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employees' health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA/CFMLA Leave (Unrelated to Requests for Military Family Leave)

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

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA/CFMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The Company will deny FMLA/CFMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.

With the employee's permission, the Company may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA/CFMLA leave if certifications are unclear, to the extent permitted by applicable law.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA/CFMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require

employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

The Company shall provide employees with copies of second or third medical opinions, upon request by employees. Requested copies shall be provided to employees within two business days unless extenuating circumstances prevent such action.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA/CFMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA/CFMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and/or the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay job restoration following leave, other than an intermittent leave under the CFMLA, until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

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

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

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

E. Substitute Paid Leave for Unpaid FMLA and CFMLA Leave

Employees must use any accrued paid time off while taking unpaid FMLA/CFMLA leave. The substitution of paid time for unpaid FMLA/CFMLA leave time does not extend the length of FMLA/CFMLA leaves and the paid time will run concurrently with the employee's FMLA/CFMLA entitlement.

Employees will not be required to use any paid time off during CFMLA leave to the extent it would result in a balance of less than two (2) weeks of paid time off.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA/CFMLA leave entitlement.

F. Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA and/or CFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during family and medical leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If family and medical leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for

the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/CFMLA Leave with Other Leave Policies

The FMLA and CFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any state or local law which provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA and/or CFMLA leave concurrently with any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/CFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/CFMLA Leave

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

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

9-5 Paid Leave Benefits

The Connecticut Paid Family and Medical Leave Act (CPFMLA) is a mandatory statewide insurance program administered by the state-created Connecticut Paid Leave Authority (CPLA). Employees may be eligible for Connecticut Paid Leave (CPL) income replacement benefits. Benefits are financed through employee contributions to the program. The CPLA is solely responsible for determining whether the employee is eligible for benefits and the amount of any benefits payable.

It is the employee's responsibility to apply for CPL benefits and to cooperate in the CPL application process.

Receipt of CPL benefits does not, by itself, provide job protection to employees. For employees to be considered for job-protected leave, they must follow the process for requesting leave under the federal Family and Medical Leave Act (FMLA) and/or Connecticut Family and Medical Leave Act (CFMLA) or other job-protected leave. CPL benefit periods may run concurrently with FMLA, CFMLA, or other leaves. Please see the Connecticut: Family and Medical Leave policy for more information on employees' rights and obligations under this policy.

Eligibility Requirements

To be eligible for CPL benefits, the employee must have earned at least $2,325 during one (1) of the first four (4) of the five (5) most recently completed quarters and be presently employed or employed in the previous 12 weeks. The amount of paid benefits will vary depending upon the employee's wages, and the maximum available benefit is capped at 60 times the state minimum wage. For additional information on the benefits available, please visit https://ctpaidleave.org.

Amount of Benefits

Employees are eligible for up to 12 weeks of CPL benefits, with an additional two (2) weeks of CPL benefits available for a serious health condition resulting in incapacitation that occurs during a pregnancy. If benefits are to care for an injured servicemember, then up to 12 weeks of CPL benefits are available, notwithstanding any additional approved leave for this reason. Up to 12 days of CPL benefits are available for otherwise unpaid family violence or, effective October 1, 2024, sexual assault leave pursuant to Conn. Gen. Stat. § 31-51ss.

Entitlement

Employees may apply for CPL benefits:

- For the employee's own serious health condition;
- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the serious health condition of the employee's family member;
- To serve as an organ or bone marrow donor;
- For any qualifying exigency;
- To care for an injured servicemember; and

- For otherwise unpaid family violence or, effective October 1, 2024, sexual assault leave pursuant to Conn. Gen. Stat. § 31-51ss.

"Family member" for the purpose of this policy means a spouse, sibling, child, grandparent, grandchild, parent, or an individual related to the employee by blood or affinity whose close association the employee shows to be the equivalent of those family relationships.

Interaction with Other Paid Benefits

If the employee needs time away from work for a reason covered by CPL benefits, they will not be eligible to use any paid benefits provided by the Company unless they apply for benefits from the CPLA, including providing all required information to the CPLA in connection with the application. That includes eligibility to use benefits provided by the Company to supplement CPL benefits up to 100% of the employee's regular pay. The Company may require the employee to provide proof of application and/or approval for CPL benefits.

If the employee has applied to the CPLA to receive CPL benefits and such application is denied, the employee may be required to use accrued paid time off for the applicable time period (unless the period of time is covered by CFMLA and the employee has two (2) weeks or fewer of paid time off remaining).

Regardless of any remaining available benefits provided by the Company, employees who are unable to demonstrate entitlement to job protection for their time away from work may be subject to disciplinary action under the Company's attendance policy.

Questions and/or Complaints

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

The Company prohibits retaliation against employees for requesting or using paid leave benefits or otherwise exercising or attempting to exercise any right provided in this policy or by the CPFMLA. Employees may file a complaint regarding CPL benefits with the Connecticut Department of Labor, 200 Folly Brook Boulevard, Wethersfield, CT 06109, telephone 860-263-6000.

9-6 Leave for Family Violence, Domestic Violence, or Sexual Assault

Employees who are victims of family violence, domestic violence, or, effective October 1, 2024, sexual assault, may take at least 12 days of unpaid leave during any calendar year

for a qualifying purpose. "Family violence" includes incidents resulting in physical harm, bodily injury, assault, or an act of threatened violence between family or household members. "Domestic violence" includes family violence, as well as stalking, threatening or intimidation, or coercive control. “Sexual assault” includes any act of sexual violence, such as forced or non-consensual sexual intercourse or sexual contact, or any other act constituting sexual assault under applicable state law, regardless of the perpetrator’s status as a family or household member.

Reasons for Leave

Employees may take leave under this policy to:

- Seek medical care or counseling for injury or disability as a result of family violence, domestic violence (including for a child who is a victim of domestic violence, provided the employee is not the perpetrator of the domestic violence against the child), or, effective October 1, 2024, sexual assault;
- Obtain services from a victim services organization;
- Obtain psychological counseling related to an incident(s) of family violence, domestic violence (including for a child who is a victim of domestic violence, provided the employee is not the perpetrator of the domestic violence against the child), or, effective October 1, 2024, sexual assault;
- Take action to increase safety from future incidents of domestic violence, including temporary or permanent relocation; or
- Obtain legal services, assist in the prosecution of the offense, or otherwise participate in any civil or criminal proceeding related to or resulting from such family violence, domestic violence, or, effective October 1, 2024, sexual assault.

Notice

To the extent practicable, employees must provide reasonable notice (preferably seven (7) days) to request leave.

Documentation

Employees may be required to provide one (1) of the following documents in connection with their use of leave, except when concurrently using paid sick leave provided under the Connecticut Paid Sick Leave law:

1. A signed, written statement certifying that the leave is a result of an incident of family violence, domestic violence, or, effective October 1, 2024, sexual assault;

2. A police or court record related to the incident of family violence, domestic violence or, effective October 1, 2024, sexual assault; or
3. A signed, written statement that the employee is a victim of family violence, domestic violence, or, effective October 1, 2024, sexual assault from an employee or agent of a victim services organization, an attorney, the employee of the office of victim services or victim advocate, or a medical professional or other professional from whom the employee has sought assistance concerning the incident of family violence, domestic violence, or, effective October 1, 2024, sexual assault. The Company will make every attempt to ensure documents provided in support of a leave request under this policy remain confidential and protected from disclosure unless required by law.

Unpaid Leave

Employees are not paid while on leave but may use any accrued and unused paid time off time in connection with use of this leave.

Eligible employees also may apply to the Connecticut Paid Leave Authority to receive benefits for the otherwise unpaid family violence or, effective October 1, 2024, sexual assault leave under this policy (up to 12 days). For more information, employees should consult the Connecticut Paid Leave Benefits policy.

Reinstatement

Employees who take leave under this policy will be returned to the position they held at the time when the leave commenced or to a position with equivalent benefits, pay, and other terms and conditions of employment.

Enforcement and Retaliation

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

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

9-7 Receipt of Non-Harassment Policy

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

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted, or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws is illegal and prohibited by Connecticut and federal law in the workplace, pursuant to § 46a-60(a)(8) of the Connecticut General Statutes and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq*.

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Reporting Procedure

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to Human Resources. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the

President. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

While employees are encouraged to report claims internally, if an employee believes that they have been subjected to sexual harassment or other harassment in violation of state law, the employee may file a formal complaint with the Connecticut Commission on Human Rights and Opportunities (the "Commission") at 860-541-3400, CT Toll Free 1-800-477-5737, or online at www.ct.gov/CHRO.

Individuals who engage in acts of sexual harassment or other harassment in violation of state law may be subject to civil penalties in the form of a cease-and-desist orders, back pay, compensatory damages, hiring, promotion, or reinstatement, emotional distress, as well as attorney's fees, costs, pre- and post- judgment interest, and punitive damages (if the case is tried in court). Individuals may also be subject to additional criminal penalties stemming from acts of sexual harassment.

Connecticut law requires that a written complaint be filed with the Commission within 300 days of the date the alleged harassment.

I have read and I understand the Company's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Section 10 - Delaware Addendum

10-1 Pregnancy Accommodations

In compliance with Delaware law, the Company will not discriminate against an applicant or the employee because of pregnancy, childbirth, or related conditions. The Company will treat applicants and employees, whom the employer knows or should know are pregnant, as well as other applicants and employees who are similar in their ability or inability to work but who are not pregnant, without regard to the source of any condition affecting the other applicants' or employees' ability or inability to work.

The Company will endeavor to provide a reasonable accommodation to known pregnancy-related limitations of applicants and employees unless the accommodation would impose an undue hardship on the operation of the business.

Accommodations may include:

- Providing periodic rest, including more frequent or longer breaks;
- Acquisition of equipment for sitting;
- Providing light-duty assignments, temporary transfer to less strenuous or hazardous work, or a modified work schedule;
- Time off to recover from childbirth; and
- Providing break time and appropriate facilities for expressing breast milk.

Applicants or employees will not be required to accept an accommodation if they do not have a known pregnancy-related limitation or if the accommodation is not necessary for performance of the essential duties of the job, nor will the pregnant employee be forced to take paid or unpaid leave if another reasonable accommodation is available which will permit the employee to continue working.

The Company will not deny employment opportunities or take adverse action against a pregnant employee with respect to the terms, conditions, or privileges of employment, or for requesting or accepting a reasonable accommodation.

Employees who have questions or concerns about the policy or who wish to request an accommodation should contact Human Resources.

Section 11 - District Of Columbia Addendum

11-1 Pregnancy Accommodations

The Company will endeavor to provide reasonable accommodations to employees working in the District of Columbia who are affected by pregnancy, childbirth or related medical conditions as required by law, unless such accommodations would result in an undue hardship to the Company. The Company will engage in a good faith and timely interactive process to determine whether a reasonable accommodation can be provided for such employees. Employees may be asked to provide necessary medical certification. Reasonable accommodations may include: more frequent or longer breaks, time off to recover from childbirth, equipment modification, light duty and having the employee refrain from heavy lifting.

Employees with questions regarding this policy can contact Human Resources.

11-2 Sick and Safe Time

Eligibility

The Company provides paid sick leave pursuant to the District of Columbia Accrued Sick and Safe Leave Act to all employees who spend 50% of their working time in the District of Columbia (the District) or whose employment is based in the District and who regularly spend a substantial part of their time working for the employer in the District and do not spend more than 50% of their work-time working for the employer in any particular state.

Accrual

Employees begin to accrue paid sick leave pursuant to this policy from the date of hire. Employees accrue paid sick leave at a rate of one (1) hour for every 37 hours worked up to a maximum of 7 days per calendar year. Exempt employees do not accrue paid sick leave for hours worked beyond a forty (40) hour workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage

Employees may begin using paid sick leave under this policy after the 90th day of employment. Paid sick leave may be used in minimum increments of one (1) hour. An employee may not use more than 7 days of accrued paid sick leave per calendar year.

The employee may use paid sick leave under this policy for the following reasons:

1. an absence resulting from a physical or mental illness, injury, or medical condition of the employee;
2. an absence resulting from obtaining professional medical diagnosis or care or preventive medical care for the employee; or
3. an absence for the purpose of caring for a family member who has any of the conditions or needs for diagnosis or care described in paragraphs (1) and (2) above.

The employee may also use paid leave for an absence if the employee or the employee's family member is a victim of stalking, domestic violence or sexual abuse and the absence is directly related to medical, social, or legal services pertaining to the stalking, domestic violence or sexual abuse for the purposes of:

1. seeking medical attention for the employee or the employee's family member to treat or recover from physical or psychological injury or disability caused by stalking, domestic violence or sexual abuse;
2. obtaining services for the employee or the employee's family member from a victim services organization;
3. obtaining psychological or other counseling services for the employee or the employee's family member;
4. the temporary or permanent relocation of the employee or the employee's family member;
5. taking legal action, including preparing for or participating in any criminal or civil proceeding related to or resulting from stalking, domestic violence or sexual abuse; or
6. taking other actions that could be reasonably determined to enhance the physical, psychological or economic health or safety of the employee or the employee's family member or the safety of those who work or associate with the employee.

For purposes of this policy, family member includes a child (including foster child and grandchild); parent; spouse; domestic partner; the parent of a spouse; spouse of child; sibling; spouse of sibling; a child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility; and a person with whom the employee shares or has shared, for not less than the preceding 12 months, a mutual residence and with whom the employee maintains a committed relationship, as defined in D.C. Code § 32-701(1)).

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for

reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Notice and Documentation

If possible, employees must provide at least 10 days prior notice of the planned use of paid sick leave under this policy to their Supervisor. Where 10 days prior notice is not possible, the employee must provide notice as soon as possible, ideally in writing to their Supervisor. In the case of an emergency, employees must notify the Company of need to use paid sick leave prior to the start of their next shift or within 24 hours of the onset of the emergency, whichever is sooner. Employees are required to make a reasonable effort to schedule paid sick leave in a manner that does not unduly disrupt the Company's operations. If paid sick leave is requested in a non-emergency situation, the employee must consult with the Company regarding the date and time of the paid leave to be taken.

Employees are required to provide reasonable certification of the reason for leave within one business day of return to work where the requested leave under this policy is for three or more consecutive days. A reasonable certification may include:

1. a signed document from a health care provider affirming the illness of the employee or the employee's family member;
2. a police report indicating that the employee or the employee's family member was the victim of stalking, domestic violence or sexual abuse;
3. a court order indicating that the employee or employee's family member was the victim of stalking, domestic violence or sexual abuse;
4. a signed written statement from a victim and witness advocate affirming that the employee or employee's family member is involved in legal action or proceedings related to stalking, domestic violence or sexual abuse. The signed statement shall include only the name of the employee or employee's family member who is a victim and the date on which services were sought; or
5. a signed written statement from a victim and witness advocate, or domestic violence counselor affirming the employee or employee's family member sought services to enhance the physical, psychological or economic health or safety of the employee or employee's family member.

Payment

Paid sick leave under this policy will be calculated based on the employee's base pay rate at the time of absence, unless otherwise required by applicable law, which is no event will be less than minimum wage. It does not include overtime or any special forms of

compensation such as incentives, commissions, or bonuses. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up to 7 days of accrued, unused paid sick leave under this policy. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation

The Company prohibits retaliation against employees who assert their rights to receive paid sick leave under this policy. The Office of Wage-Hour of the D. C. Department of Employment Services can investigate possible violations. To request full text of the Act, to obtain a copy of the rules associated with this Act, or to file a complaint, contact the Office of Wage-Hour Compliance at (202) 671-1880, 4058 Minnesota Avenue, N.E., Washington, D.C. 20019, or visit https://does.dc.gov/service/office-wage-hour-compliance-0.

Employees with questions regarding this policy can contact Human Resources.

11-3 Jury Duty Leave

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

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

The Company will pay full-time employees their regular wages, less the fee received for jury service, for up to five (5) days of jury service. Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work due to jury service.

The employee will not be considered a full-time employed juror on any day of jury service in which that employee:

- would not have accrued regular wages to be paid by the Company if the employee were not serving as a juror on that day; or
- would not have worked more than half of a shift that extends into another day if the employee was not serving as a juror on that day.

Employers with 10 or fewer employees are not required to pay a juror-employee their usual compensation.

11-4 Family and Medical Leave

(For DC employers that are covered by the Federal Family and Medical Leave Act)

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the D.C. Family and Medical Leave Act ("DC FMLA"). This policy provides employees with information concerning FMLA/DC FMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with DC FMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or DC FMLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

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

DC FMLA leave is available to "DC FMLA eligible employees." To be a "DC FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 consecutive or non-consecutive months in the seven (7) years immediately preceding the

date on which the period of family or medical leave is to commence; 2) have worked at least 1,000 hours during the 12- month period; and 3) be employed by an employer with 20 or more employees in D.C.

When the employee requests FMLA and/or DC FMLA leave, or when the Company learns that the employee's leave may be for a FMLA/DC FMLA-qualifying reason, the Company will notify the employee within five (5) business days (unless there are extenuating circumstances) whether the employee is eligible to take FMLA and/or DC FMLA leave, as explained below.

II. Entitlements

As described below, the FMLA and/or DC FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and DCFMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The DC FMLA provides eligible employees up to 16 workweeks of unpaid leave for certain family reasons during a 24-month period. In addition, the DC FMLA provides eligible employees up to 16 workweeks of unpaid leave in a 24-month period for the employee's own serious health condition that makes the employee unable to perform the functions of the position. The 12- or 24-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. The total leave may not exceed 12 weeks in any 12-month period (FMLA) or 32 weeks in any 24-month period (DC FMLA) except for leave to care for an injured servicemember which shall not exceed 26 weeks of leave during a single 12-month period as described in more detail below. Where both laws apply, the leave provided by each will run concurrently. It is the Company's policy to provide the greater leave benefit provided under the FMLA or DC FMLA and to run leave concurrently under the FMLA and DC FMLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- the birth of the employee's child and to care for the employee's newborn child (counts towards FMLA and DC FMLA);
- the placement of a child with the employee for adoption or foster care and in order to care for the employee's newly placed child (counts towards FMLA and DC FMLA);
- the placement of a child for whom the employee permanently assumes and discharges parental responsibility (counts toward DC FMLA leave entitlements only);
- for the employee's own **serious health condition** (including pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the employee's essential job functions (counts towards FMLA and DC FMLA);
- to care for a "family member" with a **serious health condition**, which includes the employee's spouse, child, parent (counts toward FMLA and DC FMLA) or a person to whom the employee is related by blood, legal custody or marriage (counts towards DC FMLA only); a child who resides with the employee and for whom the employee permanently assumes and discharges parental responsibility (counts towards DC FMLA only); or a person with whom the employee shares or has shared within the last year a mutual residence and maintains a committed relationship (counts towards DC FMLA only); and/or
- because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country (counts towards FMLA only).

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)

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

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

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

C. Intermittent Leave and Reduced Leave SchedulesFMLA and/or DC FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA and/or DC FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember (FMLA only). Leave due to qualifying exigencies may also be taken on an intermittent or reduced

schedule basis (FMLA only). Unless agreed to by the Company, employees may not take family leave that only qualifies under the DC FMLA for a period of more than 24 months.

D. No Work While on Leave

The taking of another job while on FMLA and/or DC FMLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

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

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and their rights in such instances.

As with FMLA leave, at the end of DC FMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. Under the DC FMLA, key employees may be denied job restoration if the employee is among the five (5) highest paid employees of an employer of fewer than 50 persons or among the highest 10% of employees of an employer with 50 or more employees and the following conditions are met: (1) denial of restoration is necessary to prevent substantial economic injury to the Company's operations and the injury is not directly related to the leave that the employee took; and (2) the Company notifies the employee of the intent to deny restoration of employment and the basis for the decision at the time the Company determines denial of restoration of employment is necessary.

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

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

The Company may retroactively designate leave as FMLA and/or DC FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA and/or DC FMLA -qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or DC FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or DC FMLA leave.

III. Employee FMLA and DC FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or DC FMLA leave must timely notify the Company of their need for FMLA and/or DC FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

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

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant;
- they have been hospitalized overnight;

- they or a covered family member are under the continuing care of a health care provider;
- they require surgery and a subsequent period of recuperation; or
- they have a chronic medical condition that requires them to be absent from work intermittently.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA and/or DC FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA and/or DC FMLA-qualifying.

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

2. Timing of Employee Notice

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

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA and/or DC FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may

require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA and/or DC FMLA Leave (Unrelated to Requests for Military Family Leave)

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

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA and/or DC FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The Company will deny FMLA and/or DC FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear, to the extent permitted by applicable law.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA and/or DC FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA and/or DC FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA and/or DC FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or

without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

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

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and/or DC FMLA Leave

Employees must use any accrued paid time while taking unpaid FMLA leave. If leave is covered by the DC FMLA, employees may elect to "substitute" appropriate accrued paid time off (vacation, sick days, etc.) for unpaid DC FMLA leave, but are not required to do so. The substitution of paid time for unpaid FMLA and/or DC FMLA leave time does not extend the length of FMLA and/or DC FMLA leave and the paid time will run concurrently with the employee's FMLA and/or DC FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness or under the DC Universal Paid Leave Act will run concurrently with any FMLA and/or DC FMLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA and/or DC FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA and/or DC FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA and/or DC FMLA leave is unpaid, employees must pay their portion of the group health premium using a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA and/or DC FMLA leave.

IV. Coordination of FMLA and/or DC FMLA Leave with Other Leave Policies

The FMLA and DC FMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any state or local law that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA and/or DC FMLA leave concurrently with any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA and/or DC FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA and DC FMLA Leave

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

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

11-5 Paid Family and Medical Leave Benefits

Employees may be eligible for paid leave benefits for covered events pursuant to the District of Columbia Universal Paid Leave Amendment Act (UPLA). The UPLA is a paid leave benefit administered by the Office of Paid Family Leave (OPFL) at the District of Columbia Department of Employment Services. Benefits are funded through an employer payroll tax, not deducted from employees' pay. The District of Columbia (the "District") is solely responsible for determining eligibility for paid leave benefits under the UPLA.

Eligibility

To be eligible for paid leave benefits, employees must have been a covered employee during some or all of the 52 calendar weeks immediately preceding the qualifying event for which paid leave is being taken. A covered employee is someone who either spends more than 50% of their work time for the Company working in the District; or whose employment for the Company is based in the District, who regularly spends a substantial amount of the work time in the District, and who does not spend more than 50% of their work time for the Company in another jurisdiction.

Covered Events

Paid leave benefits are available for the following covered events:

- family leave to care for a family member with a serious health condition;
- medical leave for the employee's own serious health condition (including the occurrence of a stillbirth and the medical care related to a miscarriage);
- parental leave to bond with the employee's child after the child's birth, placement of a child for adoption or foster care, or placement of a child with the employee who will legally assume and discharge parental responsibility ("parental leave event"); and
- prenatal leave for covered prenatal medical care following the diagnosis of pregnancy by a health care provider and prior to the occurrence of a parental leave event.

Parental leave benefits must be used within 52 calendar weeks of the qualifying parental leave event.

Family Member Definitions

For purposes of paid leave benefits, a family member includes the employee's:

- biological, adopted or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis;
- biological, foster or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to when the employee was a child;
- a person to whom the employee is related by domestic partnership or marriage;
- grandparent, which means the biological, foster, adoptive or stepparent of the employee's biological, foster, adoptive or stepparent; or
- a sibling, which means the biological, half-, step-, adopted-, or foster-sibling or sibling-in-law of the employee.

Benefit Amounts

The amount of paid leave benefits that may be payable varies depending on the covered event and the date of filing for paid leave benefits, as follows.

For claims filed before October 1, 2022:

- family leave benefit is up to six (6) workweeks within a 52-calendar week period;
- medical leave benefit is up to six (6) workweeks within a 52-calendar week period;
- parental leave benefit is up to eight (8) workweeks within a 52-calendar week period; and
- prenatal leave benefit is up to two (2) workweeks within a 52-calendar week period

For claims filed on or after October 1, 2022:

- family leave benefit is up to 12 workweeks within a 52-calendar week period;
- medical leave benefit is up to 12 workweeks within a 52-calendar week period;
- parental leave benefit is up to 12 workweeks within a 52-calendar week period; and
- prenatal leave benefit is up to two (2) workweeks within a 52-calendar week period.

For claims filed before October 1, 2022, the aggregate maximum amount of paid leave benefits that may be received within a 52-calendar week period for family, medical or parental leave is eight (8) workweeks. However, employees may take up to a total of 10 workweeks in a 52-calendar week period when parental leave and prenatal leave are combined although they may not receive any combination of prenatal leave and medical leave for more than six (6) weeks in a 52-calendar week period.

For claims filed on or after October 1, 2022, the aggregate maximum amount of paid leave benefits that may be received within a 52-calendar week period for family, medical or parental leave is 12 workweeks. However, employees may take up to a total of 14 workweeks in a 52-calendar week period when parental leave and prenatal leave are combined, although they may not receive any combination of prenatal leave and medical leave for more than 12 weeks in a 52-calendar week period.

The amount of benefits will be calculated by the District and will depend in part on the employee's average weekly wage as reported by the Company to the Department of Employment Services, subject to a maximum weekly benefit amount.

Employees may elect to receive paid leave benefits either intermittently or continuously in increments of no less than one (1) day.

Employees who have experienced an event that may qualify for paid leave benefits may contact Human Resources for information about the District's paid leave benefits program and how to apply for benefits. Employees also can learn more about applying for benefits with the OPFL: dcpaidfamilyleave.dc.gov.

Notice and Documentation

Employees must, to the extent practicable, provide written notice of their need to use paid leave benefits to Human Resources before taking leave. If the need is foreseeable, written notice must be given at least 10 business days in advance. If the need is not foreseeable, notice must be provided in writing, or orally in exigent circumstances, before

the start of the work shift for which the individual intends to first take time off for a covered event. In the case of an emergency that prevents the employee from providing notice before the start of the work shift, the eligible employee, or another individual, must notify the Company in writing, or orally in exigent circumstances, within 48 hours after the emergency occurs. The eligible employee, or someone on their behalf, must supplement oral notice with written notice as soon as practicable.

The written or oral notice should include:

- the type of covered event;
- the expected duration of the time off work for the covered event;
- the expected start and end dates of the time off work for the covered event; and
- whether the paid leave benefits sought will initially be used continuously or intermittently.

Job Protection

The UPLA does not provide job protection to employees when they take time off work and receive paid leave benefits unless they qualify for such reinstatement under federal or D.C. family and medical leave laws. Any time off for events that qualify for paid leave benefits will run concurrently with other leaves of absence, such as Family and Medical Leave and D.C. Family and Medical Leave, if applicable. Please see the Family and Medical Leave and D.C. Family and Medical Leave policies for eligibility requirements.

Retaliation

The Company prohibits retaliation against employees for requesting or using paid leave benefits or otherwise exercising or attempting to exercise any right provided in this policy or the UPLA.

Employees with questions regarding these benefits can contact Human Resources.

11-6 Time Off for School-Related Activities

The Company will grant employees who are parents, guardians, aunts, uncles, grandparents or stepparents of school-age children up to 24 hours of unpaid leave during any 12-month period to attend or participate in a school-related event in which the employee's child is a participant or a subject. School-related events include those sponsored by either the school or an associated organization, such as a parent-teacher association. Examples of school-related events include a concert, play or rehearsal, a sporting event or a meeting with a teacher or counselor.

When possible, employees should provide 10 days' advance notice to Human Resources. Employees may use accrued paid time off for the otherwise unpaid leave. Leave may be denied if it would unduly disrupt the Company's business and make the achievement of production or service delivery unusually difficult.

Section 12 - Florida Addendum

12-1 Domestic Violence Leave

Employees who have worked for the Company for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of the employee is the victim of domestic violence.

Leave may be used to:

- seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- seek legal assistance in addressing issues arising from the act of domestic violence.

“Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of the employees or their family or household member, two (2) weeks advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

All paid time off available must be exhausted before receiving this leave.

Section 13 - Georgia Addendum

13-1 Lactation Accommodations

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

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

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

Employees can contact Human Resources with questions regarding this policy.

Section 14 - Hawaii Addendum

14-1 Pregnancy Accommodations

The Company will endeavor to make every reasonable accommodation to the needs of employees disabled due to pregnancy, childbirth or related medical conditions.

Reasonable accommodations may include, but are not limited to:

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

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

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

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

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

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

14-2 Statutory Short-Term Disability Benefits

The Company also provides statutory short-term disability insurance.

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

14-3 Leave for Victims of Domestic or Sexual Violence

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

Leave under this policy is authorized to those who:

- seek medical attention for oneself or one's minor child to recover from physical or psychological injury or disability caused by domestic or sexual violence;
- obtain services from a victim services organization or victim advocacy organization, including:

    - any nonprofit organization providing assistance to or serving as advocates of victims of domestic or sexual violence;
    - any organization operating a shelter or providing professional counseling services for victims of domestic or sexual violence; or
    - any organization providing legal assistance to victims of domestic or sexual violence.

- obtain psychological or other counseling;
- temporarily or permanently relocate; or
- take legal action relating to or resulting from the domestic or sexual violence, or related legal action to enhance the health/safety of oneself, one's minor child, or those who associate or work with the employee (e.g. to obtain restraining or injunctions).

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

The Company will keep confidential the basis for any requests for leave under this policy as required by law.

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

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

- certified or exemplified restraining orders, injunctions against harassment, and documents from criminal cases;
- documentation from a victim services organization or domestic or sexual violence program, agency, or facility, including a shelter or safe house for victims of domestic or sexual violence; or
- documentation from a medical professional, mental health care provider, attorney, advocate, social worker, or member of the clergy from whom the employee or the employee's minor child has sought assistance in relation to the domestic or sexual violence.

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

Section 15 - Illinois Addendum

15-1 Pregnancy Accommodations

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

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

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

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

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

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

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

Chicago Office

555 West Monroe Street, Suite 700

Chicago, IL 60661

Tel: (312) 814-6200

TTY: (866) 740-3953

(312) 814-6251
(FAX - Charge Processing)

Springfield Office

524 S. 2nd Street, Suite 300

Springfield, IL 62701

Tel: (217) 785-5100

TTY: (866) 740-3953

Fax: (217) 785-5106

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

15-2 Discrimination and Non-Harassment (Including Sexual Harassment)

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

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

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

Reasonable Accommodation

Employees also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs or any other reason required by applicable federal, state or local laws. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state or local laws.

Discrimination Defined

Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state or local law/ordinance.

Harassment Defined

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

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy,

even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Company Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to Human Resources. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the President at 5151 Belt Line Rd., #700, Dallas, TX 75254 or (214) 996-9400. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

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

Additional Reporting Procedures

Aside from the internal complaint process at the Company described above, employees may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the Illinois Department of Human Rights (IDHR).

The charge process for violations of the law can be initiated by completing the form at www.illinois.gov/dhr or by contacting the IDHR at IDHR.Intake@illinois.gov, or either of these offices:

Chicago Office
555 West Monroe Street, Suite 700
Chicago, IL 60661
Tel: (312) 814-6200

Springfield Office
524 S. 2nd Street, Suite 300
Springfield, IL 62701
Tel: (217) 785-5100

TTY: (866) 740-3953
(312) 814-6251
(FAX - Charge Processing)

TTY: (866) 740-3953
Fax: (217) 785-5106

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

15-3 Chicago Discrimination and Non-Harassment (Including Sexual Harassment)

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

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

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

discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws or helped others exercise their right to complain about discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws are unlawful.

Reasonable Accommodation

Employees also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs or any other reason required by applicable federal, state or local laws. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state or local laws.

Discrimination Defined

Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state or local law/ordinance.

Harassment Defined

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

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

Sexual Harassment Defined

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

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

For employees working in the City of Chicago, sexual harassment also is defined specifically under the Ordinance to mean any (i) unwelcome sexual advances or any unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority or misuse of an individual's employment position.

Examples of conduct that violate this policy include:

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

Company Reporting Procedures

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

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

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

Training Requirement

Employees, other than those who supervise or manage employees, are required to participate in a minimum of one (1) hour of sexual harassment prevention training at least once a year in accordance with the IHRA/Ordinance. Anyone who supervises or manages employees is required to participate in a minimum of two (2) hours of sexual harassment prevention training at least once a year in accordance with the IHRA/Ordinance. Additionally, all employees are required to participate in one (1) hour of bystander training at least once a year in accordance with the Ordinance.

Additional Reporting Procedures

Aside from the internal complaint process at the Company described above, employees may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the government agency or agencies set forth below.

Illinois Department of Human Rights (IDHR)

The charge process for violations of the law can be initiated by completing the form at www.illinois.gov/dhr or by contacting the IDHR at IDHR.Intake@illinois.gov, or either of these offices:

Chicago Office	Springfield Office
555 W. Monroe St., 7th Floor	535 W. Jefferson Street, 1st Floor
Chicago, IL 60661	Springfield, IL 62702
(312) 814-6200	(217) 785-5100
(866) 740-3953 (TTY)	(866) 740-3953 (TTY)
(312) 814-6251 (Fax)	(217) 785-5106 (Fax)

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

Chicago Commission on Human Relations (CCHR)

The complaint process for violations of the law can be initiated by visiting www.chicago.gov/CCHR or by contacting the CCHR at cchr@cityofchicago.org, or at:

740 N. Sedgwick Suite 400
Chicago, IL 60654
(312) 744-4111
(312) 744-1088 (TTY)
(312) 744-1081 (FAX)

Additionally, employees may choose to file a charge of discrimination or harassment (including sexual harassment) with the United States Equal Employment Opportunity Commission (EEOC) by contacting the EEOC at:

JCK Federal Building
230 S Dearborn Street
Chicago, IL 60604
Filing of Private Sector Charges/Enforcement/Federal Sector Hearings: Suite 1866
Mediation Unit/Legal Unit: Suite 2920

(800) 669-4000
(312) 588-1260 (Fax)

15-4 Chicago Non-Harassment Complaint Form (Including Sexual Harassment)

If you believe that you have been subjected to conduct in violation of the Company's policy prohibiting harassment, including sexual harassment, you are encouraged to complete this form and submit it to Human Resources or any member of management. If you are more comfortable reporting verbally or in another manner, you may do so and can follow the guidelines set forth in the Chicago Discrimination and Non-Harassment (Including Sexual Harassment) policy. You will not be retaliated against for filing a complaint. Once a complaint is received, the Company will follow the investigation process described in the policy.

General Information

Your Name / Job Title:

Your Department / Supervisor:

Preferred Communication Method (if via e-mail or phone, please provide contact info):

Complaint Information

Please tell us who you believe has violated our policy prohibiting sexual harassment. What is their relationship to you (e.g., supervisor, subordinate, co-worker, other)?

Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

Please provide specific date(s) the alleged misconduct occurred. Additionally, please advise if the alleged misconduct is continuing.

Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.

This last question is optional, but may help the investigation

Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

Sign and date this form below:

Signature: _____ Date: _____

15-5 Paid Leave

Eligibility

The Company provides paid leave to employees who work in Illinois pursuant to the Illinois Paid Leave for All Workers Act (the "Act"). This policy does not apply to employees who work in Chicago for at least 80 hours within a 120-day period or employees who work in Cook County for the Company except for employees working in areas of Cook County that have "opted-out" of complying with the Cook County Paid Leave Ordinance. For covered employees who work in Illinois who are eligible for paid leave under any general time off policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than provided under any general time off policy.

Grant

Employees receive 40 hours of paid leave at the time of hire, and then 40 hours of paid leave each 12-month period thereafter on January 1. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin to use accrued paid leave 90 days following commencement of the employee's employment or on March 31, 2024, whichever is later. Paid leave may be used in a minimum increment of two (2) hours, except if the employee's scheduled workday is less than two (2) hours, the employee's scheduled workday will be used to determine the amount of paid leave. Employees may not use more than 40 hours of accrued paid leave in any year.

Employees may use paid leave for any reason. Employees are not required to provide the Company a reason for the leave. Employees may choose whether to use paid leave provided under this policy prior to using any other leave provided by the Company or under state law.

Employees' use of paid leave will not be conditioned upon searching for or finding a replacement worker to cover the hours during which the employees take paid leave.

Notice and Documentation

Employees must make requests to use paid leave orally or in writing to their Supervisor. If use of paid leave is foreseeable, the employee must provide seven (7) calendar days' notice before the date the leave is to begin. If use of paid leave is not foreseeable, the employee must provide such notice as soon as is practicable after the employee is aware of the necessity of the leave.

Employees will not be required to provide documentation or certification as proof or in support of the leave.

Payment

Employees will receive payment for paid leave at their hourly rate of pay at the time the employee uses the paid leave, unless otherwise required by applicable law, and no less than the applicable minimum wage. Use of paid leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Accrued but unused paid leave does not carry over from year to year. Accrued but unused paid leave under this policy will not be paid at separation.

Enforcement and Retaliation

The Company will not threaten to take or take any adverse action against an employee because the employee exercises rights or attempts to exercise rights under this policy or the Act, opposes practices which the employee believes to be in violation of the Act, or supports the exercise of rights of another under the Act. Additionally, during any period the employee takes leave under the Act, the Company will maintain coverage for the employee and any family member under any group health plan for the duration of such leave at no less than the level and conditions of coverage that would have been provided if the employee had not taken the leave. Nonetheless, the employee is still responsible for paying the employee's share of the cost of the health care coverage, if any.

For additional information on this policy, please contact Human Resources.

15-6 Chicago Paid Sick and Safe Time

Eligibility

The Company provides paid leave and paid sick leave to employees who work for the Company in the City of Chicago at least 80 hours within a 120-day period. To the extent such employees are eligible for paid time off under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees will be frontloaded with 40 hours of paid leave and 40 hours of paid sick leave at the time of hire and start of each benefit year thereafter. For purposes of this policy, the benefit year will be calculated from the date the employee began to accrue paid leave and paid sick leave.

Usage

Employees may begin to use paid leave on the 90th calendar day after the start of employment. Employees may begin to use paid sick leave on the 30th calendar day after the start of employment. Paid leave must be used in a minimum increment of four (4) hours, unless the employee's workday is less than four (4) hours. Paid sick leave must be used in a minimum increment of two (2) hours, unless the employee's workday is less than two (2) hours.

Paid leave may be used for any reason.

Paid sick leave can be used when:

1. The employee is ill or injured or receiving professional care, including preventative care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance abuse disorders;
2. A family member is ill, injured, or ordered to quarantine, or to care for a family member receiving professional care, including preventative care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance abuse disorders;
3. A family member needs personal care including to ensure the family member's basic medical, hygiene, nutritional, or safety needs are met; to provide transportation to medical appointments if the family member is unable to meet those needs; or to be physically present to provide emotional support for a family member with a serious health condition who is receiving inpatient or home care;
4. The employee or a family member is the victim of domestic violence, a sex offense, or human trafficking;
5. The employee's place of business is closed by order of a public official due to a public health emergency or the employee needs to care for a family member whose school or place of care has been closed; or
6. The employee obeys an order issued by the Mayor of Chicago, the Governor of Illinois, the Chicago Department of Public Health, or a treating healthcare provider requiring the employee to:

    a. Stay at home to minimize the transmission of a communicable disease;
    b. Remain at home while experiencing symptoms or sick with a communicable disease;
    c. Obey a quarantine order issued to the employee; or
    d. Obey an isolation order issued to the employee.

For purposes of this policy, "family member" means child, legal guardian or ward, spouse under the laws of any state or domestic partner, parent, spouse, or domestic partner's parent, sibling, grandparent, grandchild, or any other individual related by blood or whose close association with the employee is the equivalent of a family relationship. A child includes not only a biological relationship, but also a relationship resulting from an adoption, step-relationship, or foster care relationship, or a child to whom the employee stands in loco parentis. A parent includes a biological, foster, step-, or adoptive parent or legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.

The employee's use of paid leave and paid sick leave will not be conditioned upon searching for or finding a replacement worker.

Employees will be notified each time wages are paid of the amount of paid leave and paid sick leave available for use and the accrual rates, including amounts accrued since the last notification, reduced balances since the last notification, and any unused balances available for use.

Notice and Documentation

Employees must provide up to seven (7) days' notice to their supervisor before using paid leave and must obtain reasonable pre-approval from for the Company before using paid leave for the purpose of maintaining continuing of for the Company's operations. An employee will not be required to provide documentation or certification as proof or in support of the paid leave.

When the use of paid sick leave is reasonably foreseeable (e.g., pre-scheduled health care appointments or court dates in a domestic violence case), the employee is required to provide up to seven (7) days' notice to their supervisor. When the use of paid sick leave is not reasonably foreseeable, the employee is required to provide notice to their supervisor by telephone, e-mail, or other means as soon as is practicable on the day the employee intends to take paid sick leave.

For paid sick leave absences of more than three (3) consecutive workdays, the Company may require reasonable documentation that the paid sick leave was used for a reason covered under this policy. For reason numbers #1 and #2 above, the employee can provide documentation signed by a licensed health care provider. For reason number #4 above, the employee can provide a police report; a court document; a signed statement from an attorney, clergy member, or victim services advocate; or any other reasonable documentary evidence, including a written statement from the employee or any other person who has knowledge of the circumstances. Documentation need not explain the nature of the employee's or a family member's health condition or the details of the domestic violence, sex offense, or human trafficking.

Payment

Paid leave and paid sick leave will be paid at the same rate and with the same benefits the employee earns from their employment at the time the employee uses such leave, unless otherwise required by applicable law, and no less than the applicable minimum wage. Use of paid leave and paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up 80 hours of paid sick leave to the following benefit year. Paid leave will not be carried over.

Unused paid sick leave will not be paid at separation.

Unused paid leave will not be paid at separation or when the employee is no longer working in Chicago due to transfer.

Additionally, employees that have not been offered a work assignment for 60 days may request payout of their accrued, unused paid leave time.

Enforcement and Retaliation

The Company prohibits retaliation against employees for requesting or using paid leave and paid sick leave or for filing a claim with the Chicago Department of Business Affairs and Consumer Protection. Employees who believe that their legal rights have been violated are encouraged to contact Human Resources.

For additional information on this policy, please contact Human Resources.

15-7 Cook County Paid Leave

Eligibility

The Company provides paid leave to covered employees who work for the Company in Cook County. This policy does not apply to employees working in Chicago or areas of Cook County that have "opted-out" of complying with the Cook County Paid Leave Ordinance. To the extent employees covered under this policy are eligible for paid leave under the general Sick Days/Paid Time Off (PTO) policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days/Paid Time Off (PTO) policy.

Grant

Employees receive 40 hours of paid leave on December 31, 2023, or at the start of employment, whichever is later, and then 40 hours of paid leave each at the start of each year thereafter. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin to use accrued paid leave 90 days following commencement of the employee's employment or on March 30, 2024, whichever is later. Paid leave may be used in a minimum increment of two (2) hours, except if the employee's scheduled workday is less than two (2) hours, the employee's scheduled workday will be used to determine the amount of paid leave. Employees may not use more than 40 hours of accrued paid leave in any year.

Employees may use paid leave for any reason. Employees are not required to provide the Company a reason for the leave. Employees may choose whether to use paid leave provided under this policy prior to using any other leave provided by the Company or under state law.

Employees' use of paid leave will not be conditioned upon searching for or finding a replacement worker to cover the hours during which the employees take paid leave.

Notice and Documentation

Employees must make requests to use paid leave orally or in writing to their supervisor. If use of paid leave is foreseeable, the employee must provide seven (7) calendar days' notice before the date the leave is to begin. If use of paid leave is not foreseeable, the employee must provide such notice as soon as is practicable after the employee is aware of the necessity of the leave.

Employees will not be required to provide documentation or certification as proof or in support of the leave.

Payment

Employees will receive payment for paid leave at their hourly rate of pay at the time the employee uses the paid leave, unless otherwise required by applicable law, and no less than the applicable minimum wage. Use of paid leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Accrued but unused paid leave does not carry over from year to year. Accrued but unused paid leave under this policy will not be paid at separation.

Enforcement and Retaliation

The Company prohibits retaliation against employees for requesting or using paid leave or for filing a claim with the Cook County Commission on Human Rights. Additionally, during any period the employee takes leave under the Act, the Company will maintain coverage for the employee and any family member under any group health plan for the duration of such leave at no less than the level and conditions of coverage that would have been provided if the employee had not taken the leave. Nonetheless, the employee is still responsible for paying the employee's share of the cost of the health care coverage, if any.

Employees who believe that their legal rights have been violated are encouraged to contact Human Resources. Employees may make a complaint with the Cook County Commission on Human Rights in person (69 W. Washington, 30th Floor, Chicago, IL 60602), by email (human.rights@cookcountyil.gov), or by telephone (312-603-1100).

For additional information on this policy, employees should contact their supervisor.

15-8 Lactation Accommodations

The Company provides employees who are nursing with reasonable break time to express breast milk after the birth of a child.

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

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

The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law.

Employees should advise management if they need break time and an area for this purpose. Employees can consult Human Resources with questions regarding this policy.

15-9 Jury Duty Leave

The Company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of any

request to perform jury duty as noted below and provide verification of their service, including fees received for jury duty service.

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

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

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

15-10 Witness Leave

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

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

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

15-11 Family Bereavement Leave

An employee who is eligible for leave under the federal Family and Medical Leave Act (FMLA) may take up to two (2) weeks (10 workdays) of unpaid bereavement leave for any or all of the following purposes:

1. To attend the funeral or alternative to a funeral of the employee's family member;
2. To make arrangements necessitated by the death of the employee's family member;
3. To grieve the death of the employee's family member; or
4. To be absent from work due to:

    1. A miscarriage,
    2. An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure,

3. A failed adoption match or an adoption that is not finalized because it is contested by another party,
4. A failed surrogacy agreement,
5. A diagnosis that negatively impacts pregnancy or fertility, or
6. A stillbirth.

For purposes of this policy, "family member" means an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. "Child" includes an employee's biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis.*

Leave under this policy is available only to employees who have not exhausted their FMLA leave entitlement at the time bereavement leave is requested. In the event of the death of more than one (1) covered family member in a 12-month period, an employee may take up to a total of six (6) weeks of bereavement leave during the 12-month period.

Bereavement leave must be completed within 60 days of the date on which the employee received notice of the death of the employee's family member or the occurrence of an event listed in reason number four (4) above.

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

Employees may substitute available paid time off while taking unpaid leave under this policy, but this substitution does not extend the length of the leave.

The Company may require reasonable documentation in connection with leave taken under this policy. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. For leave resulting from an event listed under reason four (4) above, reasonable documentation shall include a form, to be provided by the Illinois Department of Labor, to be filled out by a health care practitioner who has treated the employee or the employee's spouse or domestic partner, or surrogate, for an event listed under reason four (4), or documentation from the adoption or surrogacy organization that the employee worked with related to an event listed under reason four (4), certifying that the employee or employee's spouse or domestic partner has experienced an event listed under reason four (4). The Company will not require that the employee identify which category of event the leave pertains to as a condition of exercising rights under this policy.

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

15-12 Voting Leave

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

Employees must notify the Company of their intention to vote at least one (1) week prior to Election Day.

15-13 Voluntary Emergency Workers Leave

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

15-14 Family Military Leave Act

The Company will grant eligible employees up to 15 days of unpaid family military leave if their spouse or child is called to military service with the state or the United States for more than 30 days. Family military leave must be taken during the time federal or state deployment orders are in effect.

To be eligible, the employee must have been employed for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the request for family military leave. Employees may take family military leave only if they have exhausted all accrued vacation, personal, compensatory and other leave, except sick and disability leave.

The request for leave must be made at least 14 days in advance if the leave will consist of five (5) or more consecutive workdays. If the leave will consist of less than five (5) days, the request must be made with as much advance notice as is practicable.

Employees that take family military leave may elect to continue benefits at their own expense during the leave.

Employees that take family military leave will be reinstated to the position they held before commencing leave, or to a position with equivalent seniority, status, employee benefits, pay and other terms and conditions of employment.

Employees must provide certification from the proper military authority to verify their eligibility for the family military leave requested.

15-15 Leave for Domestic, Sexual and Gender Violence or Other Crimes of Violence

In accordance with the Illinois Victims' Economic Security and Safety Act (VESSA), employees who are the victims of domestic violence, sexual violence, gender violence, or any other crime of violence or who have family or household members who are the victims of domestic violence, sexual violence, gender violence, or any other crime of violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence, may be eligible for up to 12 weeks of unpaid leave within any 12-month period, except a employee may be eligible for up to a cumulative total of not more than two (2) weeks (10 work days) of unpaid leave for the purposes described in reasons F, G, or H below which must be completed within 60 days after the date on which the employee receives notice of the death of the victim.

If the employee is also entitled to take unpaid bereavement leave under the Family Bereavement Leave Act (FBLA) as a result of the death of the victim, VESSA does not create a right for the employee to take unpaid bereavement leave that exceeds, or is in addition to, the unpaid bereavement leave, the employee is entitled to take under the FBLA. If the employee is also entitled to take unpaid bereavement leave under the FBLA as a result of the death of the victim, leave taken under VESSA for the purposes described in reasons F, G, or H in the list below or leave taken under the FBLA will be in addition to, and will not diminish, the total amount of leave time of up to 12 weeks of unpaid leave within any 12-month period.

If the employee is not entitled to unpaid bereavement leave under the FBLA as a result of the death of the victim, leave taken for the purposes described in reasons F, G, or H in the list below will be deducted from, and is not in addition to, the total amount of leave time of up to 12 weeks of unpaid leave within any 12-month period.

Leave under this policy also runs concurrently with Family and Medical Leave when the reason for the leave qualifies for Family and Medical Leave, such as for a serious health condition. In these situations, the leave does not extend any unpaid time available to the employee under Family and Medical Leave.

Employees may elect to substitute any or all annual or vacation leave, personal leave and sick leave during the otherwise unpaid leave. This substitution of paid leave does not extend the total allowed leave period but runs concurrently with it.

Reasons for Leave

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

A. Seek **medical attention** for or recover from physical or psychological injuries caused by domestic violence, sexual violence, gender violence, or any other crime of violence;
B. Obtain services from a **victim's services** organization;
C. Obtain **psychological or other counseling**;
D. Participate in **safety planning**, including temporary or permanent relocation, or other actions to increase their physical safety or economic security;
E. Seek **legal assistance** or remedies to ensure their health and safety, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual violence, gender violence, or any other crime of violence;
F. Attend the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;
G. Make arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
H. Grieve the death of a family or household member who is killed in a crime of violence.

For purposes of this policy, "family or household member" means a spouse or party to a civil union, parent, grandparent, child, grandchild, sibling, or any other person related by blood or by present or prior marriage or civil union, other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee and persons jointly residing in the same household.

Notice of Need for Leave

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

Certification of the Need for Leave

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

The employee seeking leave also must provide supporting documentation from one of the following sources if the employee has possession of such document:

- An employee, agent, or volunteer of a victim's services organization, an attorney, a member of the clergy, or a medical or other professional from which the employee or family or household member has sought assistance in addressing domestic violence, sexual violence, gender violence, or any other crime of violence and the effects of the violence;
- A police, court, or military record;
- A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency, documenting that a victim was killed in a crime of violence; or
- Other corroborating evidence.

Employee Benefits

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

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

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

If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during the unpaid leave period, unless the employee cannot return to work because of continuation, recurrence or onset of domestic violence, sexual violence, or gender violence or other circumstances beyond the employee's control.

Intermittent and Reduced Schedule Leave

Unpaid leave may be taken consecutively, intermittently (in separate blocks of time), or on a reduced leave schedule (reducing the usual number of hours the employee works per work week or workday).

Periodic Reports

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

Returning From Leave

Upon returning from leave, employees will be restored to the same or an equivalent position.

Enforcement and Retaliation

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

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

15-16 Business Expense Reimbursement

This policy establishes the procedures all employees must follow when they are required to incur business-related expenses on behalf of the Company.

Employees are expected to use good judgment regarding all expenses incurred while conducting business for the Company. Expenses must be reasonable in the circumstances, necessary and incidental to the performance of the business involved and for the primary benefit of the Company rather than the employee.

Expense Reporting

Employees must properly substantiate all business expenses submitted for reimbursement in accordance with this policy.

Employees are responsible for properly substantiating all charges incurred on behalf of the Company. All expense reports should be submitted in a timely manner, no later than 30 calendar days from the date the expense was incurred. Expenses submitted more than 30 calendar days after being incurred may be denied for reimbursement, at the Company's discretion.

Employees are expected to submit original receipts or other supporting documentation for all business expenses incurred on behalf of the Company in accordance with this policy. However, if a receipt or other supporting documentation is missing, lost or nonexistent, employees should contact the employee's Supervisor to discuss whether reimbursement may still be available.

Reimbursement

There are limits on the types and amounts of expenses that will be reimbursed, as follows:

1. the Company will not reimburse employees for any of the following types of expenses: alcohol, stretch limousines, traffic tickets incurred while traveling on business and parking tickets incurred while traveling on business.
2. the Company will not reimburse employees for any single expense of more than $1,000.00. The Company also will not reimburse employees for expenses that attempt to evade this maximum amount, for example, where employees artificially split a single expense into two transactions so that both are under the limit.
3. the Company will not reimburse employees for any expenses that are not required or that primarily benefit employees, rather than the Company. This includes, but is not limited to, expenses employees incur by purchasing smartphones or other electronic devices that the employees own, voice or data plans on such devices, internet service at employees' residence, other home-office equipment or furniture, and like expenses. Even if items or services such as these are used for business purposes at times, employees are generally not required to purchase them in order to perform their job duties, and they are primarily for the

employee’s benefit rather than for the Company’s. Accordingly, expenses for items or services of this nature will not be reimbursed by the Company.

4. any other expenses that, in the Company’s discretion, are unreasonable, extravagant, or not business-related, will not be reimbursed by the Company.

Expenses that violate any of the four guidelines above will not be reimbursed unless the employee received approval from the employee's Supervisor, in writing, prior to incurring the expense.

The Company assumes no responsibility to reimburse employees for expenses that are not in compliance with this policy.

15-17 Receipt of Non-Harassment Policy

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

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

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

Reasonable Accommodation

Employees also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs or any other reason required by applicable federal, state or local laws. This means employees can ask for reasonable changes to their job if

needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state or local laws.

Discrimination Defined

Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state or local law/ordinance.

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Company Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to Human Resources. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the President at 5151 Belt Line Rd., #700, Dallas, TX 75254 or (214) 996-9400. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any

such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

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

Additional Reporting Procedures

Aside from the internal complaint process at the Company described above, employees may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the Illinois Department of Human Rights (IDHR).

The charge process for violations of the law can be initiated by completing the form at www.illinois.gov/dhr or by contacting the IDHR at IDHR.Intake@illinois.gov, or either of these offices:

Chicago Office
555 West Monroe Street, Suite 700
Chicago, IL 60661
Tel: (312) 814-6200
TTY: (866) 740-3953
(312) 814-6251
(FAX - Charge Processing)

Springfield Office
524 S. 2nd Street, Suite 300
Springfield, IL 62701
Tel: (217) 785-5100
TTY: (866) 740-3953
Fax: (217) 785-5106

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

I have read and I understand the Company's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

15-18 Chicago Receipt of Discrimination and Non-Harassment (Including Sexual Harassment) Policy

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

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

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

Reasonable Accommodation

Employees also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs or any other reason required by applicable federal, state or local laws. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state or local laws.

Discrimination Defined

Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state or local law/ordinance.

Harassment Defined

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

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

Sexual Harassment Defined

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

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or

- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

For employees working in the City of Chicago, sexual harassment also is defined specifically under the Ordinance to mean any (i) unwelcome sexual advances or any unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority or misuse of an individual's employment position.

Examples of conduct that violate this policy include:

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

Company Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to Human Resources. Written complaints can be submitted internally using the form provided in this handbook. If the employee is unable for any reason to contact this person, or if the employee has not

received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

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

Training Requirement

Employees, other than those who supervise or manage employees, are required to participate in a minimum of one (1) hour of sexual harassment prevention training at least once a year in accordance with the IHRA/Ordinance. Anyone who supervises or manages employees is required to participate in a minimum of two (2) hours of sexual harassment prevention training at least once a year in accordance with the IHRA/Ordinance. Additionally, all employees are required to participate in one (1) hour of bystander training at least once a year in accordance with the Ordinance.

Additional Reporting Procedures

Aside from the internal complaint process at the Company described above, employees may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the government agency or agencies set forth below.

Illinois Department of Human Rights (IDHR)

The charge process for violations of the law can be initiated by completing the form at www.illinois.gov/dhr or by contacting the IDHR at IDHR.Intake@illinois.gov, or either of these offices:

Chicago Office	Springfield Office
555 W. Monroe St., 7th Floor	535 W. Jefferson Street, 1st Floor
Chicago, IL 60661	Springfield, IL 62702
(312) 814-6200	(217) 785-5100
(866) 740-3953 (TTY)	(866) 740-3953 (TTY)
(312) 814-6251 (Fax)	(217) 785-5106 (Fax)

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

Chicago Commission on Human Relations (CCHR)

The complaint process for violations of the law can be initiated by visiting www.chicago.gov/CCHR or by contacting the CCHR at cchr@cityofchicago.org, or at:

740 N. Sedgwick Suite 400
Chicago, IL 60654
(312) 744-4111
(312) 744-1088 (TTY)
(312) 744-1081 (FAX)

Additionally, employees may choose to file a charge of discrimination or harassment (including sexual harassment) with the United States Equal Employment Opportunity Commission (EEOC) by contacting the EEOC at:

JCK Federal Building
230 S Dearborn Street
Chicago, IL 60604
Filing of Private Sector Charges/Enforcement/Federal Sector Hearings: Suite 1866
Mediation Unit/Legal Unit: Suite 2920
(800) 669-4000
(312) 588-1260 (Fax)

I have read and I understand the Company's Discrimination and Non-Harassment (Including Sexual Harassment) Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Section 16 - Indiana Addendum

16-1 Family Military Leave

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

Leave may be taken during any of the following periods:

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

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

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

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

Section 17 - Iowa Addendum

17-1 Pregnancy Leave

Employees are entitled to an unpaid leave of absence of up to eight (8) weeks for any pregnancy-related disability. The Company may require verification of disability. Timely notice of leave is required. Leave runs concurrently with any other leave provided by the Company. Employees may use accrued time off for this purpose.

Section 18 - Kentucky Addendum

18-1 Adoption Leave

Subject to limited exceptions and consistent with Kentucky law, employees are entitled to an unpaid leave of absence of up to six (6) weeks for the purposes of adopting a child under the age of ten. Advance written notice is required. The Company may require verification of adoption. Leave runs concurrently with any other leave provided by the Company.

Employees may use accrued time off for this purpose.

Section 19 - Louisiana Addendum

19-1 School and Day Care Conf. and Activities Leave

The Company will grant employees who are parents or guardians of school-age children up to 16 hours of unpaid leave during any 12-month period to observe or participate in conferences or classroom activities related to the employee's dependent children for whom the employee is the legal guardian that are conducted at the child's school or day care center, if such activities cannot reasonably be scheduled during the nonwork hours of the employee. The employee must provide reasonable prior notice of the leave and must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Employees may use accrued paid time off for this purpose.

Section 20 - Maine Addendum

20-1 Pregnancy Accommodations

In compliance with Maine's Act to Protect Pregnant Workers law, the Company will not discriminate against applicants or employees because of pregnancy, childbirth or a medical condition related to pregnancy or childbirth.

Except where based on a bona fide occupational qualification, the Company will not treat a pregnant person who is able to work in a different manner from other persons who are able to work. Neither will the Company treat a pregnant person who is not able to work because of a disability or illness resulting from pregnancy or from medical conditions that result from pregnancy, in a different manner from others who are not able to work because of other disabilities or illnesses.

If applicants or employees request a reasonable accommodation due to health conditions related to pregnancy, childbirth or a medical condition related to pregnancy or childbirth, the Company will endeavor to provide a reasonable accommodation to enable them to perform the essential functions of the job, unless the accommodation would impose an undue hardship on the operation of the business.

The Company will engage in a timely, good faith and interactive process with the employee to determine effective, reasonable accommodations. Reasonable accommodations for a pregnancy-related condition may include, but are not limited to:

- more frequent or longer breaks;
- temporary modification of work schedules, seating or equipment;
- temporary relief from lifting requirements;
- temporary transfer to less strenuous or hazardous work; and
- provisions for lactation.

If employees have any questions, concerns or complaints concerning this policy or wish to request an accommodation, they should contact Human Resources.

20-2 Non-Harassment

It is the Company's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender

identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as “protected characteristics”). Such conduct will not be tolerated by the Company.

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

Harassment Defined

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

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

Sexual Harassment Defined

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

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or

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

Examples of conduct that violate this policy include:

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

Reporting Procedures

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

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Examples of retaliation include aiding, abetting, inciting, compelling or coercing another to do any types of unlawful discrimination; obstructing or preventing any person from complying with the Maine Human Rights Act; attempting to do any act of unlawful discrimination; and punishing or penalizing, or attempting to punish or penalize, any person for seeking to exercise any of the civil rights declared by the Act or for complaining of a violation of the Act or for testifying in any proceeding brought in this subsection. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency set forth below. Using the Company's complaint process does not prohibit employees from filing a complaint with this agency.

Maine Human Rights Commission 51 State House Station Augusta, ME 04333-0051 PHONE: 207-624-6050 TTY/TTD: 207-624-6064 FAX: 207-624-6063

Employees may file a complaint with the Maine Human Rights Commission within 300 days of the date of alleged sexual harassment.

20-3 Family Military Leave

Employees who have been employed by the Company for at least 12 months, have worked at least 1,250 hours during the 12-month period immediately preceding the day the leave begins and are the spouse, domestic partner or parent of a Maine resident who is deployed for military service for more than 180 days pursuant to the orders of the Governor or the President of the United States, are eligible for an unpaid leave of absence for up to 15 days per deployment.

Leave may be taken during any of the following periods:

- during the 15 days immediately prior to deployment;

- during the deployment, if the military member is granted leave; or
- during the 15 days immediately following the period of deployment.

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

If the leave will consist of an absence of five (5) or more consecutive workdays, the employee must provide notice to the Company at least 14 days in advance. If the leave will consist of an absence of fewer than five (5) consecutive workdays, the employee must provide as much advance notice to the Company as is practicable. In all cases, the employee must consult with the Company to attempt to schedule leave so as to not unduly disrupt operations. The Company reserves the right to require certification of employee eligibility for this leave from the proper military authority.

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

20-4 Family and Medical Leave

Maine Family and Leave Entitlement

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Maine Family and Medical Leave Act ("MFMLA"). This policy provides employees with information concerning FMLA/MFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with MFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA/MFMLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

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

MFMLA leave is available to "MFMLA eligible employees." To be an "MFMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 consecutive months; and 2) be employed at a Maine worksite with 15 or more employees.

II. Entitlements

As described below, the FMLA and/or MFMLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and MFMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The MFMLA provides eligible employees up to 10 workweeks of unpaid leave for certain family and medical reasons during a 24-month period. The 24-month (MFMLA) and/or 12-month (FMLA) period is determined based on a rolling 12- or 24-month period measured backward from the date an employee uses their MFLA leave. It is the Company's policy to provide the greater leave benefit provided under the FMLA or MFMLA and to run leave under concurrently under the FMLA and MFMLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the child (or the domestic partner's child - MFMLA only) after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse, domestic partner (MFMLA only), son, daughter, domestic partner’s child (MFMLA only), sibling (MFMLA only), parent (but not in-law), grandchild (MFMLA only) or domestic partner's grandchild (MFMLA only) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job;
- To donate an organ for human transplant (MFMLA only);
- Because of the death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child if such person as a member of the state military forces or the United States Armed Forces, including the National Guard and reserves, dies or incurs a serious health condition while on active duty (MFMLA only); and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or

order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)

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

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

recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

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

C. Intermittent Leave and Reduced Leave Schedules

FMLA and/or MFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. No Work While on Leave

The taking of another job while on FMLA and/or MFMLA leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA and/or MFMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. However, if leave is solely pursuant to MFMLA, the employee may be required to pay the full health insurance premium during leave.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of MFMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under the MFMLA.

G. Notice of Eligibility for, and Designation of, FMLA and MFMLA Leave

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

The Company may retroactively designate leave as FMLA/MFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA/MFMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA/MFMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or MFMLA leave must timely notify the Company of their need for FMLA/MFMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

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

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member (including domestic partner, domestic partner’s child, sibling, grandchild and domestic partner’s grandchild under MFMLA) are under the continuing care of a health care provider;

- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA and/or MFMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA/MFMLA-qualifying.

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

2. Timing of Employee Notice

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

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need Leave (Unrelated to Requests for Military Family Leave)

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

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA/MFMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA/MFMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny

FMLA/MFMLA leave if certifications are unclear, to the extent permitted by applicable law.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA/MFMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA/MFMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA/MFMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

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

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and MFMLA Leave

Employees must use any accrued paid time while taking unpaid FMLA and/or MFMLA leave.

The substitution of paid time for unpaid FMLA and/or MFMLA leave time does not extend the length of FMLA/MFMLA leave and the paid time will run concurrently with the employee's FMLA/MFMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/MFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. However, if leave is solely pursuant to MFMLA, the employee may be required to pay the full health insurance premium during leave. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA/MFMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA/MFMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/MFMLA Leave with Other Leave Policies

The FMLA and MFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater or medical leave rights. However, whenever permissible by law, the Company will run FMLA and/or MFMLA concurrently with any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/MFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/MFMLA Leave

If you have questions regarding this FMLA/MFMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and MFMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and MFMLA.

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

20-5 Receipt of Non-Harassment Policy

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

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

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources. If they are unable for any reason to contact this person, or if they have not received an initial response within five

(5) business days after reporting any incident of what they perceive to be harassment, they should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Examples of retaliation include aiding, abetting, inciting, compelling or coercing another to do any types of unlawful discrimination; obstructing or preventing any person from complying with the Maine Human Rights Act; attempting to do any act of unlawful discrimination; and punishing or penalizing, or attempting to punish or penalize, any person for seeking to exercise any of the civil rights declared by the Act or for complaining of a violation of the Act or for testifying in any proceeding brought in this subsection. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency set forth below. Using the Company's complaint process does not prohibit employees from filing a complaint with this agency.

Maine Human Rights Commission 51 State House Station Augusta, ME 04333-0051 PHONE: 207-624-6050 TTY/TTD: 207-624-6064 FAX: 207-624-6063

Employees may file a complaint with the Maine Human Rights Commission within 300 days of the date of alleged sexual harassment.

I have read and I understand the Company's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Section 21 - Maryland Addendum

21-1 Pregnancy Accommodations

In compliance with Maryland law, if a pregnant employee requests an accommodation for a disability caused or contributed to by pregnancy, the Company 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 the Company. Such accommodations may include:

1. changing the employee's job duties;
2. changing the employee's work hours, relocating the employee's work area;
3. providing mechanical or electrical aids;
4. transferring the employee to a less strenuous or less hazardous position;
5. providing leave.

The Company may require a certification from the employee's health care provider concerning the medical advisability of a reasonable accommodation to the same extent a certification is required for other temporary disabilities. A certification should include:

1. the date the reasonable accommodation became medically advisable;
2. the probable duration of the reasonable accommodation; and
3. an explanatory statement as to the medical advisability of the reasonable accommodation.

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

21-2 Earned Sick and Safe Leave

Eligibility

The Company provides paid Earned Sick and Safe Leave (ESSL) to eligible employees who regularly work at least 12 hours per week in Maryland pursuant to the Maryland Healthy Working Families Act. For employees who work in Maryland who are eligible for sick time under the general paid Sick Days policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid Sick Days policy.

Grant

At the time of hire and start of each calendar year, employees receive a grant of 40 hours of paid ESSL for the year.

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

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

Usage

Employees may begin using ESSL under this policy after the 106th calendar day of employment. Employees may use ESSL in the smallest increment that the Company's payroll system uses to account for absences or work time, and no employee will be required to take ESSL in an increment of more than four (4) hours.

The Employee may use ESSL under this policy for the following reasons:

1. to care for or treat the employee's mental or physical illness, injury or condition or to obtain preventive medical care;
2. to care for a family member with a mental or physical illness, injury or condition, or to obtain preventive medical care for a family member;
3. for maternity or paternity leave; or
4. if the absence from work is due to domestic violence, sexual assault or stalking committed against the employee or the employee's family member and the leave is used either during the time that the employee has temporarily relocated due to domestic violence, sexual assault or stalking, or to obtain (for the employee or the employee's family) any of the following:

    - medical or mental health attention that is related to the domestic violence, sexual assault or stalking;
    - services from a victim services organization related to the domestic violence, sexual assault or stalking; or
    - legal services or proceedings related to the domestic violence, sexual assault or stalking.

For purposes of this policy, family member means: 1) a biological, adopted, foster or stepchild of the employee; a child for whom the employee has legal or physical custody or guardianship; or a child for whom the employee stands in loco parentis, regardless of child's age; 2) a biological, adoptive, foster or stepparent of the employee or the

employee's spouse; legal guardian of the employee; or an individual who acted as a parent or stood in loco parentis to the employee or the employee spouse when the employee or the employee's spouse was a minor; 3) spouse of the employee; 4) a biological, adoptive, foster or step grandparent of the employee; 5) a biological, adoptive, foster or step grandchild of the employee; or 6) a biological, adopted, foster or stepsibling of the employee.

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

Employees will be notified of available ESSL each time wages are paid.

Notice and Documentation

To use ESSL, the employee must request leave from the Company as soon as practicable after determining the need for leave and provide notification of the anticipated duration of the leave. When requesting ESSL that is foreseeable, employees must provide advance notice of seven (7) days before the date the ESSL will begin. When requesting ESSL that is not foreseeable, employees must provide notice as soon as practicable. Failure to provide such notice may result in denial of the employee's request for ESSL if the absence will cause a disruption to the Company.

The Company may require the employees to provide verification that the leave was used in accordance with applicable law when they use ESSL:

- for more than two (2) consecutive scheduled shifts; or
- between the first 107th and 120th calendar days of employment and the employee agreed to provide verification at the time of hire.

If the employees fail to provide such verification, the Company may deny any subsequent request from them to take ESSL for the same reason.

The employee's use of ESSL will not be conditioned upon searching for or finding a replacement worker.

Payment

ESSL under this policy will be calculated based on the employee's wage rate at the time of absence.

Carryover and Payout

Unused ESSL under this policy will not be paid at separation.

Enforcement and Retaliation

The Company prohibits retaliatory or adverse action against employees who exercise their rights in good faith concerning this policy. Employees have the right to file a complaint with the Commissioner of Labor and Industry, or bring a civil action to enforce an order against the Company if their rights are restrained.

Employees with questions regarding this policy can contact Human Resources.

21-3 Montgomery County Earned Sick and Safe Leave (For Employees Also Covered Under The Maryland Healthy Working Families Act)

Eligibility

The Company provides paid earned sick and safe leave (ESSL) to eligible employees who regularly work at least eight (8) hours per week in Montgomery County pursuant to the Montgomery County Earned Sick and Safe Leave Law and the Maryland Healthy Working Families Act (the Act). For employees who work in Montgomery County who are eligible for sick time under the general paid Sick Days policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid Sick Days policy.

Grant

Employees begin to accrue ESSL pursuant to this policy at the start of employment. Employees are eligible for 56 hours of paid ESSL at the time of hire and at the beginning of the year.

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

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

Usage

Employees may begin using ESSL under this policy after the 90th day of employment. Employees may use ESSL in the smallest increment that the Company's payroll system uses to account for absences or work time, and no employee will be required to take ESSL in an increment of more than four (4) hours. The employee may not use more than 80 hours of accrued ESSL per calendar year.

The employee may use ESSL under this policy for the following reasons:

1. to care for or treat the employee's mental or physical illness, injury or condition or to obtain preventive medical care;
2. to care for a family member with a mental or physical illness, injury or condition or to obtain preventive medical care for a family member;
3. if the employer's place of business has closed by order of a public official due to a public health emergency;
4. if the school or childcare center for the employee's family member is closed by order of a public official due to a public health emergency;
5. to care for a family member if a health official or health care provider has determined that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease;
6. if the absence from work is due to domestic violence, sexual assault or stalking committed against the employee or the employee's family member and the leave is used either during the time that the employee has temporarily relocated due to domestic violence, sexual assault or stalking, or to obtain (for the employee or the employee's family) one or more of the following:

    - medical or mental health attention related to the domestic violence, sexual assault or stalking;
    - services from a victim services organization related to the domestic violence, sexual assault or stalking; or
    - legal services, including preparing for or participating in a civil or criminal proceeding related to the domestic violence, sexual assault or stalking.

7. for the birth of a child or for the placement of a child with the employee for adoption or foster care; or
8. to care for a newborn, newly adopted or newly placed child within one (1) year of birth, adoption or placement.

For purposes of this policy, family member means a:

1. biological, adopted, foster or stepchild of the employee; a child for whom the employee has legal or physical custody or guardianship; a child for whom the employee stands in loco parentis, regardless of the child's age; or a child for whom the employee is the primary caregiver;
2. biological, adoptive, foster or stepparent of the employee or the employee's spouse; legal guardian of the employee; or an individual who acted as a parent, stood in loco parentis or served as the primary caregiver of the employee or the employee's spouse when the employee or the employee's spouse was a minor;
3. spouse of the employee;
4. biological, adoptive, foster or step grandparent of the employee or spouse of the grandparent;
5. biological, adoptive, foster or step grandchild of the employee; or
6. biological, adopted, step or foster sibling of the employee, or the spouse of a biological, adopted or foster sibling of the employee.

Unless the employee advises the Company otherwise, the Company will assume absences for covered reasons are requests to use available ESSL, and therefore employees will be paid consistent with this policy.

Employees will be notified of available ESSL each time wages are paid.

Notice and Documentation

To use ESSL, the employee must request leave as soon as practicable after determining the need for leave and provide notification of the anticipated duration of the leave. When requesting ESSL that is foreseeable, employees must provide advance notice to their Supervisor at least five (5) days prior to the absence unless such notice is not possible. When requesting ESSL that is not foreseeable, employees must provide notice to their Supervisor within two (2) hours of their scheduled start time or as soon as practicable under the circumstances.

The Company may require the employee who uses more than three (3) consecutive days of ESSL to provide reasonable documentation to verify that the leave was used in accordance with this policy. The employee's use of ESSL will not be conditioned upon searching for or finding a replacement worker.

Payment

ESSL under this policy will be calculated based on the employee's base pay rate at the time of absence, which in no event will be less than minimum wage. Use of ESSL is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

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

Enforcement and Retaliation

The Company prohibits retaliation against any employee who asserts their rights to receive ESSL. Employees also have the right to file a complaint with the Director of the Montgomery County Office of Human Rights for a violation of any rights granted by the Montgomery County Earned Sick and Safe Leave Law. Employees also have the right to file a complaint with the Maryland Commissioner of Labor and Industry or bring a civil action to enforce an order against the Company if their rights are restrained.

Employees with questions regarding this policy can contact the Human Resources.

21-4 Baltimore City Lactation Accommodation

The Company provides employees who are nursing with reasonable break time to express breast milk after the birth of a child.

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

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

Employees should advise management if they need break time and an area for this purpose. Employees can consult Human Resources with questions regarding this policy.

21-5 Witness Leave

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

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

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

21-6 Voting Leave

Employees who are eligible and registered to vote in an election and who do not have two (2) consecutive hours before or after work to vote may request up to two (2) hours with pay to vote.

Upon their return to work, employees must provide proof of voting on a form prescribed by the State Board.

21-7 Personal and Company-Provided Portable Communication Devices

The Company-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times, and personal use during working hours should be limited to emergency situations. If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another

form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving Employees who drive on Company business must abide by Maryland law, which prohibits PCD (cell phone or personal digital assistant) use while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

21-8 Operation of Vehicles

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by Maryland law, which prohibits portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Section 22 - Massachusetts Addendum

22-1 Pregnancy Accommodations

Under the Massachusetts Pregnant Workers Fairness Act (effective April 1, 2018), employees have the right to be free from discrimination in relation to pregnancy or a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child, including the right to reasonable accommodations for conditions related to pregnancy.

Reasonable Accommodations

The Company will provide a reasonable accommodation for the employee's pregnancy or any condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child if the employee requests such an accommodation. However, the Company may deny such an accommodation if the accommodation would impose an undue hardship on the Company's program, enterprise or business.

Reasonable accommodations may include, but are not limited to:

1. more frequent or longer paid or unpaid breaks;
2. time off to attend to a pregnancy complication or recover from childbirth with or without pay;
3. acquisition or modification of equipment or seating;
4. temporary transfer to a less strenuous or less hazardous position;
5. job restructuring;
6. light duty;
7. private non-bathroom space for expressing breast milk;
8. assistance with manual labor; or
9. a modified work schedule; provided, however, that the Company is not required to discharge or transfer the employee with more seniority or promote the employee who is not able to perform the essential functions of the job with or without a reasonable accommodation.

Notice and Documentation

Upon receiving a request for an accommodation from the employee or prospective employee capable of performing the essential functions of the position involved, the Company will engage in a timely, good faith and interactive process with the employee or prospective employee to determine an effective, reasonable accommodation to enable

the employee or prospective employee to perform the essential functions of the employee's job or the position to which the prospective employee has applied. The Company may require the employee or prospective employee to provide documentation from an appropriate health care or rehabilitation professional about the need for a reasonable accommodation; however, the Company will not require documentation for the following accommodations:

1. more frequent restroom, food or water breaks;
2. seating;
3. limits on lifting more than 20 pounds; and
4. private non-bathroom space for expressing breast milk.

The Company also may require documentation for an extension of the accommodation beyond the originally agreed to accommodation.

The employee who notifies the Company of a pregnancy or of a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child will receive an additional copy of this notice not more than 10 days after the notification.

Enforcement and Retaliation

The Company will not:

1. take adverse action against the employee who requests or uses a reasonable accommodation in terms, conditions or privileges of employment including, but not limited to, failing to reinstate the employee to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits when the need for a reasonable accommodation ceases;
2. deny an employment opportunity to the employee if the denial is based on the need to make a reasonable accommodation to the known conditions related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child;
3. require the employee affected by pregnancy or a condition related to the pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, to accept an accommodation that the employee chooses not to accept, if that accommodation is unnecessary to enable the employee to perform the essential functions of the job;
4. require the employee to take a leave if another reasonable accommodation may be provided for the known conditions related to the employee's pregnancy,

including, but not limited to, lactation or the need to express breast milk for a nursing child, without undue hardship on the Company's program, enterprise or business;

5. refuse to hire a person who is pregnant because of the pregnancy or because of a condition related to the person's pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child; provided, however, that the person is capable of performing the essential functions of the position with a reasonable accommodation and that reasonable accommodation would not impose an undue hardship, demonstrated by the Company, on the Company's program, enterprise or business.

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

22-2 Non-Harassment

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

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

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of

any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;

10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources at 5151 Belt Line Rd. #700 Dallas, TX 75254 or (214) 996-9400. If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President at 5151 Belt Line Rd. #700 Dallas, TX 75254 or (214) 996-9400. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203, (617) 565-3200

The Massachusetts Commission Against Discrimination (MCAD) Boston Office: One Ashburton Place, Room 601, Boston, MA 02108, (617) 994-6000

Springfield Office: 436 Dwight Street, Room 220, Springfield, MA 01103, (413) 739-2145

New Bedford Office: 128 Union Street, Suite 206, New Bedford, MA 02740, (774) 510-5801

Worcester Office: 484 Main Street, Room 320, Worcester, MA 01608, (508) 453-9630

22-3 Earned Sick Time

Eligibility

The Company provides earned sick time to employees whose primary place of work is in Massachusetts. For employees whose primary place of work is in Massachusetts who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave ordinance.

Grant

Employees receive a grant of earned sick time at the start of employment, as well as at the start of each calendar year thereafter. The grant will be prorated based on the date of grant, but in no circumstances will an eligible employee receive less than one (1) hour of paid leave for every 30 hours worked up to a maximum accrual of 40 hours each year.

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

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

Usage

Employees may begin using accrued earned sick time on the 90th day of employment. The smallest amount of earned sick time employees can use is one (1) hour. For uses

beyond one (1) hour, employees may use earned sick time in hourly increments or in the smallest increment the payroll system uses to account for absences or use of other time. Employees may not use more than 40 hours of earned sick time in any calendar year.

Employees may use earned sick time for the following reasons:

1. to care for their child (which includes a biological child, an adopted or a foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis); their spouse (as defined by the marriage laws of Massachusetts, which include a partner in a same-sex marriage); or their parent or the parent of a spouse who is suffering from a physical or mental illness, injury, or medical condition that requires home care, a professional medical diagnosis or care, or preventive medical care;
2. to care for their own physical or mental illness, injury, or medical condition that requires home care, a professional medical diagnosis or care, or preventive medical care;
3. to attend their routine medical appointment or a routine medical appointment for their child, their spouse, their parent, or the parent of a spouse;
4. for travel to and from an appointment, a pharmacy, or another location related to the purpose for which earned sick time was taken; or
5. to address the psychological, physical, or legal effects of domestic violence.

Earned sick time may not be used as an excuse to be late for work if the lateness is not related to one of the reasons described above. Additionally, employees may not accept a specific shift assignment with the intention of calling out sick for all or part of the shift.

Use of earned sick time will run concurrently with time off provided under Family and Medical Leave, Massachusetts Parental Leave, Massachusetts Domestic Violence Leave, Massachusetts Small Necessities Leave or time off pursuant to any other applicable law, if applicable to and to the extent permitted by applicable law.

Notice and Documentation

Employees must comply with the attendance and call-in policy when providing notice. Employees must make a good-faith effort to provide notice of this need to use earned sick time if the need is foreseeable. Specifically, if the need for the use of earned sick time is due to a prescheduled or foreseeable absence, seven (7) days' advance notice to the employee's supervisor is required. If the employees anticipate a multiday absence from work, they must provide notification of the expected duration of the leave or, if unknown, provide notification daily, unless the circumstances make such notice unreasonable. If the need for the use of earned sick time is unforeseeable, notice must be provided as soon as practicable under the circumstances.

When providing notice or reporting an absence for a covered purpose, employees are not required to explicitly reference earned sick time, but the Company may, in accordance with applicable laws regarding privacy and confidentiality of medical information, review with employees the covered purposes for which earned sick time may be used.

For any earned sick time used, employees must verify in writing that they have used the time for a covered reason, but they will not be required to explain the nature of the illness or the details of the domestic violence.

The Company will also require supporting documentation if the employee's use of earned sick time:

- covers more than 24 consecutively scheduled work hours or three (3) consecutive scheduled workdays;
- occurs within two (2) weeks before the employee's final scheduled day of work before termination of employment, except in the case of a temporary employee; and
- occurs after four (4) unforeseeable and undocumented absences within a three-(3-) month period for all other employees.

Documentation signed by a healthcare provider indicating the need for earned sick time taken constitutes acceptable certification for sick time taken for reasons #1 through #4 above; but, for employees who do not have health care covered through a private insurer, the MA Healthcare Connector and related insurers may provide a signed written statement evidencing the need for using earned sick time, without being required to explain the nature of the illness, in lieu of documentation by a healthcare provider.

Acceptable documentation for earned sick time taken for reason #5 can include:

- a restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- a police record documenting the abuse;
- documentation that the perpetrator of the abuse has been convicted of one (1) or more offenses when the victim was a family or household member;
- medical documentation of the abuse;
- a statement provided by a counselor, a social worker, a health worker, a member of the clergy, a shelter worker, a legal advocate, or another professional who has assisted the individual in addressing the effects of the abuse on the individual or the individual's family; or
- a sworn statement from the individual attesting to the abuse.

The documentation does not need to explain the nature of the illness or the details of the domestic violence. Documentation can be submitted in person or by another reasonable method, including e-mail.

Documentation must be provided within seven (7) days of taking earned sick time, unless, for good cause shown or as otherwise permitted, the employee requires more time to provide such documentation. Failure to comply with the reasonable documentation requirements, without a reasonable justification, may result in the Company recouping the amount paid for earned sick time from future pay, as an overpayment or otherwise taking appropriate action, to the extent permitted by applicable law.

Employees may be asked to provide a fitness-for-duty certification, a work release, or other documentation from a medical provider before returning to work after an absence during which earned sick time was used.

Payment

Earned sick time will be paid at the same hourly rate as the employee earns from their employment at the time they use such time. Use of sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may not carry over any unused paid leave under this policy to the following year.

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

Enforcement and Retaliation

Employees may be subject to disciplinary action for misuse of earned sick time if they are engaging in fraud or abuse of benefits available under this policy.

The Company will not tolerate retaliation against employees who oppose practices that they believe to be in violation of earned sick time law or because the employees support the exercise of rights of another employee under the earned sick time law. Employees may file an action in court to enforce their earned sick time rights.

Employees with questions regarding this policy should contact Human Resources.

22-4 Jury Duty Leave

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

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

The Company will pay regularly employed jurors their regular wages for the first three (3) days of jury service. Courts may excuse employers from the duty to compensate juror-employees in cases of extreme financial hardship. In such cases, the court will award the juror reasonable compensation in lieu of wages, up to $50 a day, for the first three (3) days of juror service. Alternate jurors will receive the same payments and reimbursements from their employers and the commonwealth as jurors.

Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work solely due to jury service.

22-5 Paid Family and Medical Leave Benefits

Eligibility Requirements

All employees working in Massachusetts are eligible for paid family and medical leave benefits under the Massachusetts Paid Family and Medical Leave Act (PFMLA), provided they are eligible for unemployment compensation in Massachusetts and receive wages from a Massachusetts employer. Former employees also may be eligible for paid benefits, to the extent they have been separated from the Company for not more than 26 weeks at the start of their leave and have not found subsequent employment at the time their leave begins.

Entitlement

Eligible employees may take up to 26 weeks of job-protected Paid Family and Medical Leave (PFML) for certain family and medical reasons during the course of a benefit year.

The benefit year is calculated prospectively looking at the 52-week period beginning on the Sunday *immediately preceding* the first day of job-protected leave for the employee. PFML may be taken for any one , or for a combination, of the following reasons:

- *Up to* 12 weeks of family leave:
    - To bond with a child during the first 12 months after the child's birth, adoption, or foster care placement;
    - For a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces; or
    - To care for a covered family member, who has a serious health condition;

- *Up to* 26 weeks of family leave to care for a family member who is a covered service member with a serious health condition; or
- *Up to* 20 weeks of medical leave for their own serious health condition that makes them unable to perform one (1) or more of the essential functions of their job.

For purposes of this policy, a covered family member includes the employee's spouse, domestic partner, child, parent, parent of a spouse or domestic partner, a person who stood in loco parentis when the employee was a minor child, grandchild, grandparent, or sibling.

For purposes of this policy, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.

For purposes of this policy, qualifying exigencies may include caring for a military member's child or other family member of the military member on covered active duty, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.

For purposes of this policy, a covered servicemember is either:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is
    a. Undergoing medical treatment, recuperation, or therapy;
    b. Otherwise in outpatient status; or

c. Otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces; or

2. A former member of the Armed Forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces and manifested before or after the member was discharged or released from service.

Leave and benefits are administered by the Massachusetts Department of Family and Medical Leave (DFML). Although the Company provides wage income verification to the DFML, all benefits determinations are made exclusively by the DFML. The DFML calculates weekly benefits as follows:

- The portion of the employee's average weekly wage that is equal to or less than 50% of the state average weekly wage is replaced at a rate of 80%; and
- The portion of the employee's average weekly wage that is more than 50% of the state average weekly wage is replaced at a rate of 50%, up to the applicable weekly benefit limits.

The first seven (7) calendar days of leave are unpaid by the DFML, except for family leave following a medical leave for pregnancy or childbirth, in which case the seven- (7-) day waiting period for the family leave will be waived. During any unpaid waiting period, employees may elect to use accrued vacation, paid time off (PTO), personal time, or sick time (provided the need for leave is covered under the sick time policy), to replace their regular income. Typically, employees will start receiving benefits from the DFML not less than 14 days after the DFML approves the leave and receipt of benefits unless the DFML approves benefits more than 14 days before the onset of eligibility to take leave.

Supplementation of DFML Benefits with Company Benefits

Employees may supplement the DFML's benefits with accrued vacation, PTO, personal time, or sick time (assuming the reason for taking PFML is covered under the sick time policy) provided the total amount of PFML benefits and paid time off does not exceed the employee's average weekly wage. Receipt of such benefits does not extend PFML entitlements, which will run concurrently with any Company-provided benefits.

Employees also may supplement benefits for their own serious health condition with short- and/or long-term disability benefits if available.

Use of Leave

PFML is usually taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take PFML intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or family member. Qualifying exigency leave also may be taken on an intermittent or reduced leave schedule.

Intermittent leave may be taken in increments of 15 minutes. Please note that the DFML will not pay PFML benefits in increments of less than 15 minutes. In addition, the DFML only permits employees to apply for payment of benefits associated with intermittent leave once they have eight (8) hours of accumulated leave time, except where more than 30 calendar days has lapsed since the employee initially took such leave.

Employees are required to work with the Company to create an agreed-upon intermittent or reduced leave schedule. Failure to comply with the agreed-upon schedule may result in discipline.

The use of intermittent leave will result in the proportional reduction of the employee's available allotment of leave. For example, if the employee normally works 40 hours per week and takes intermittent leave for 20 hours each week, then it will be counted as half a week of leave to be counted against the employee's leave entitlement.

Notice

To trigger PFML protections, employees must inform Human Resources of the need for leave and the anticipated timing and duration of the leave, if known. The notice must state:

- The anticipated start date of the leave;
- The anticipated length of the leave; and
- The expected return date.

Employees must provide the Company at least 30 days' advance notice of the need to take PFML when the need is foreseeable. Such notice must be provided before employees apply to the DFML. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable.

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt Company operations. Employees must consult with the Company prior to scheduling treatment to work out a treatment schedule which best suits the needs of both the Company and the employee.

The DFML may deny or delay leave and benefits for employees who: fail to give the Company at least 30 days' notice for foreseeable leave without a reasonable excuse for the delay; apply to the DFML before notifying the Company; or otherwise fail to satisfy PFMLA notice obligations.

Application to the DFML

After providing notice to the Company (unless the need for leave is unforeseeable), employees should apply directly to the DFML for leave and benefits. Employees are required to use the forms provided by the DFML, and their application for benefits may not be processed unless the application for benefits includes *all* information necessary for the DFML's review and processing. The DFML requires the following information:

1. Identifying information, such as Social Security Number or Individual Taxpayer Identification Number;
2. Nature of the leave, whether family leave or medical leave;
3. Starting date and expected duration of the leave;
4. Whether the leave will be continuous or intermittent;
5. The Company name and identification number;
6. Evidence that notice was provided to the Company in advance of the application for benefits, including the date notice was provided to the Company;
7. Any denied, granted, or pending requests for leave for a qualifying reason from the Company during the last 12 months;
8. Attestation regarding the family relationship in the form specified by the DFML if the leave involves an application for family leave benefits; and
9. Completed certification based on the type of leave in the form specified by the DFML.

Employees may be required to provide additional specific information requested by the DFML where reasonably necessary to review and process an application for benefits including but not limited to whether the employee will be receiving any other wage replacement. It is the employee's responsibility to provide the DFML with timely, complete, and sufficient information, certifications, or other documents supporting the need for leave.

Amendment or Extension of Leave Period and Paid Leave Benefits

If there is a change in relevant circumstances that would justify an extension, reduction, or other modification of the period of leave, the employee and the Company must notify the DFML within seven (7) calendar days of said change using the forms required by the DFML. For extensions, specifically, the employee must make a request for extension at least 14 calendar days prior to the expiration of the original approved leave. The DFML may consider late filed requests upon a showing of good cause by the employee. The request for extension must include:

- The reason for the extension;
- The requested duration of the extended leave;
- The date on which the covered individual provided notice for the request for extension to the Company; and
- A newly completed or updated health care certification supporting the need for leave.

Job Benefits and Protection

During PFML, the Company will maintain health coverage under any employment-related health insurance on the same terms and conditions as if the employee had continued to work. If Company-provided benefits are used as a substitute for the DFML's benefits, the Company will deduct the employee's portion of any applicable health plan premium as a regular payroll deduction. If the employee is not receiving any Company-benefits during the leave, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

Unless otherwise provided by applicable law, employees returning from PFML will be restored to their previous or equivalent positions with equivalent status, pay, benefits, length-of-service credit, and seniority as of the date of the leave.

Return to Work/Fitness for Duty Medical Certifications

Unless notified otherwise, employees returning to work from PFML taken for their own serious health conditions must provide the Company with a medical certification confirming they are able to return to work and perform the essential functions of their positions, with or without reasonable accommodation. The Company may delay and/or

deny job restoration until employees provide return to work/fitness for duty certifications.

Interaction with Other Leave Policies

Leave taken pursuant to the PFMLA will run concurrently with leave taken under other applicable state and federal leave laws, including without limitation the Massachusetts Parental Leave Act and the federal Family and Medical Leave Act of 1993, when the leave is for a qualified reason under those laws.

Right to an Appeal

Employees who are denied leave pursuant to the PFMLA may submit an appeal to the DFML. The appeal must be filed within 10 calendar days of receipt of the denial. The deadline may be extended by the DFML upon a showing of circumstances beyond the employee's control. In addition, the employee is required to provide a complete copy of the request for appeal to the Company. Employees may request a hearing with the DFML and a final decision will be issued by the DFML affirming, modifying, or revoking the initial determination made by the Company.

Employees aggrieved by the DFML's final decision may further appeal by filing a complaint in district court for the county in the Commonwealth where the employee resides or was last employed. The complaint must be filed within 30 calendar days of the date the DFML's final decision is received by the employee.

Questions and/or Complaints about PFMLA Leave

Questions regarding this PFML policy, should be directed to Human Resources. For questions about determinations by the DFML on leave eligibility, entitlement, and/or benefits, employees should contact the DFML directly. The Company is committed to complying with the PFMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the PFMLA.

The PFMLA makes it unlawful for the Company to discriminate, retaliate, threaten to retaliate, or interfere with the exercise of any rights provided under the PFMLA. In addition, the Company may not retaliate or threaten to retaliate against employees who have filed a complaint, have caused a complaint to be filed, have or will participate or testify in a proceeding relating to a violation of the PFMLA, or have given or are about to

give information connected to a proceeding relating to a violation of the PFMLA. If employees believe their PFMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any PFMLA complaints and take prompt and appropriate remedial action to address and/or remedy any PFMLA violation. Employees also may file PFMLA complaints with the DFML alleging PFMLA violations.

22-6 Domestic Abuse Leave

Employees are entitled to up to 15 days of unpaid leave from work in any 12-month period if, as defined by applicable law: (i) the employee, or a family member of the employee, is a victim of abusive behavior; (ii) the employee is using the leave from work to: seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee; and (iii) the employee is not the perpetrator of the abusive behavior against such employee's family member.

Except in cases of imminent danger to the health or safety, the employee seeking leave from work under this policy must provide to the Company appropriate advance notice of the leave. If there is a threat of imminent danger to the health or safety of the employee or the employee's family member, the employee is not required to provide advanced notice of leave; provided, however, that the employee must notify the Company within three (3) workdays that the leave was taken or is being taken pursuant to this policy.

Such notification may be communicated by the employee, a family member of the employee or employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior on the employee or the employee's family member.

If an unscheduled absence occurs, no negative action will be taken against the employee if the employee provides any of the documentation described in (1) to (7) below within 30 days from the unauthorized absence or within 30 days from the last unauthorized absence in the instance of consecutive days of unauthorized absences.

Employees must provide documentation that the employee or employee's family member has been a victim of abusive behavior and that the leave taken is consistent with this policy. However, the employee will not be required to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. Employees must provide such documentation within a reasonable period after the

Company requests documentation relative to the employee's absence. The employee may satisfy this documentation requirement by providing any of the following documents:

1. A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member.
2. A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee's family member.
3. A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee's family member.
4. Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has: admitted to sufficient facts to support a finding of guilt of abusive behavior; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave under this section.
5. Medical documentation of treatment as a result of the abusive behavior complained of by the employee or employee's family member.
6. A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior.
7. A sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

Information related to the employee's leave under this policy will be kept confidential and will not be disclosed, except to the extent that disclosure is: (i) requested or consented to, in writing, by the employee; (ii) ordered to be released by a court of competent jurisdiction; (iii) otherwise required by applicable federal or state law; (iv) required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the attorney general; or (v) necessary to protect the safety of the employee or others employed at the workplace.

The employee seeking leave under this policy must exhaust all annual or vacation leave, personal leave and sick leave available to the employee, prior to requesting or taking leave under this policy, unless otherwise provided by the Company.

The Company will not coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided under this policy or to make leave requested or taken hereunder contingent upon whether or not the victim maintains contact with the alleged abuser. The Company will not discharge or in any other manner discriminate against the employee for exercising the employee's rights under this policy. The taking of leave under this policy will not result in the loss of any employment benefit accrued prior to the date on which the leave taken under this policy commenced. Upon the employee's return from such leave, to the extent required by applicable law, the employee will be entitled to restoration to the employee's original job or to an equivalent position.

22-7 Parental Leave

The employee who has completed three (3) consecutive months of full-time employment may be entitled to eight (8) weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child or for the placement of a child with the employee pursuant to a court order. The employee who either has multiple births or adopts more than one (1) child at the same time is entitled to eight (8) weeks of leave for each child. If two (2) employees seek to take parental leave in connection with the same child, then they are entitled to a total of eight (8) weeks of parental leave in the aggregate for the birth or adoption of that child.

To be eligible for this leave, the employee must give notice of the anticipated date of departure and intention to return to work to Human Resources at least two (2) weeks in advance, or as soon as practicable if the delay is for reasons beyond the employee's control.

Parental leave will be without pay, except that if the employee has accrued unused paid time off, the employee may choose to use such time concurrently with all or part of the leave. Thus, if the employee is eligible for both leave under the Family and Medical Leave Act (FMLA) and parental leave under this policy, the employee may (but is not required to) use accrued paid time off for the period of leave covered by this policy.

At the conclusion of a parental leave, employees will be reinstated to their previous position or a similar position with the same rate of pay they received at the commencement of the leave. The Company, however, may not reinstate the employee on parental leave to the previous position or a similar position if other employees of equal seniority or status in the same or similar position(s) have been laid off due to economic conditions or have been otherwise affected by changes in employment conditions during the period of leave. While parental leave may be extended, unless otherwise provided by

applicable law, reinstatement may not be guaranteed at the conclusion of a parental leave that is more than eight (8) weeks in duration.

A parental leave will not affect the employee's ability to receive paid time off, bonuses, advancement, seniority, or other benefits for which the employee was eligible on the date leave began, however, the leave period will not be included in the computation of such benefits. Parental leave runs concurrently with leave provided under any other applicable policy in the handbook including, without limitation, leave under the FMLA and/or MPFL policy, if applicable. Parental leave also runs concurrently with any time period qualifying the employee for receipt of monetary benefits, including benefits received under any short-term disability policy. The receipt of such monetary benefits or use of paid time off during any period of parental leave does not extend the length of the leave.

Employees with questions or concerns regarding this policy can contact Human Resources.

22-8 Small Necessities Leave

The Company will grant employees who have worked for the Company for at least 12 months and have provided at least 1,250 hours of service in the preceding 12-month period with up to 24 hours of unpaid leave during any 12-month period, in addition to any FMLA leave, to participate in various activities. These include: attending a parent-teacher conference, accompanying a son or daughter to routine medical appointments or accompanying an elderly relative, related by blood or marriage, to routine medical or dental appointments or appointments for other professional services related to the relative's care, such as interviewing at nursing homes. Employees must provide seven (7) days' advance notice of their need for leave. If the need was not foreseeable, the employee must provide the Company with as much notice as possible. An eligible employee first must substitute any accrued paid time off for this leave.

22-9 Receipt of Non-Harassment Policy

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

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

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources at 5151 Belt Line Rd. #700 Dallas, TX 75254 or (214) 996-9400. If they are unable for any reason to contact this

person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President at 5151 Belt Line Rd. #700 Dallas, TX 75254 or (214) 996-9400. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203, (617) 565-3200

The Massachusetts Commission Against Discrimination (MCAD) Boston Office: One Ashburton Place, Room 601, Boston, MA 02108, (617) 994-6000

Springfield Office: 436 Dwight Street, Room 220, Springfield, MA 01103, (413) 739-2145

New Bedford Office: 128 Union Street, Suite 206, New Bedford, MA 02740, (774) 510-5801

Worcester Office: 484 Main Street, Room 320, Worcester, MA 01608, (508) 453-9630

I have read and I understand the Company's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Section 23 - Michigan Addendum

23-1 Social Security Number Privacy Act

It is the policy of the Company to ensure to the extent practicable the confidentiality of employees' Social Security Numbers in accordance with Michigan law.

The Company will not intentionally do any of the following acts which result in a prohibited disclosure of employees' Social Security Numbers. Violation of this policy will result in discipline up to and including discharge.

1. Publicly display more than four (4) sequential digits of a Social Security Number
2. Use more than four (4) sequential digits of a Social Security Number as a primary account number or use more than 4 sequential digits of a Social Security Number on any identification badge or card, membership card, permit or license, except where permitted by law.
3. Require employees to use or transmit more than four (4) sequential digits of their Social Security Numbers over the internet or on a computer system or network or to gain access to the internet, computer system or network unless the connection is secure or the transmission is encrypted. Similarly, the Company will not require employees to use or transmit more than four (4) sequential digits of their Social Security Numbers to gain access to the internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification or authentication device is also required.
4. Include more than four (4) sequential digits of Social Security Numbers on the outside of envelopes or packages or visible internal areas.
5. Include more than four (4) sequential digits of Social Security Numbers in documents or information mailed to individuals, except as permitted by law.

The Company limits access to Social Security Numbers to those employees and outside consultants whose job duties require that they use this information in connection with Company business. The individuals who have access to Social Security Numbers are those who work in the following areas:

Human Resources

Benefits Administration

Computer and Information Technology

Executive Management

Legal Department

Individuals who, though not employed by the Company provide legal, tax, benefits, management or other consulting services for the Company.

The Company will properly dispose of documents containing Social Security Numbers by ensuring that all such materials are shredded or otherwise destroyed prior to discarding such information. Data stored in electronic format will be rendered irretrievable before computers are discarded or destroyed.

23-2 Victims of Crime Leave

Employees who are a victim or victim's representative, called to serve as a witness in a judicial proceeding, must notify their supervisor as soon as possible.

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

Employees testifying as the victim or representative of a victim in a judicial proceeding will not be disciplined for their absence.

23-3 Paid Medical Leave

Eligibility

The Company provides Paid Medical Leave (PML) to eligible non-exempt employees who work in Michigan. For employees who work in Michigan who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees receive a grant of 40 hours of PML at the start of each benefit year. Employees hired after the start of the benefit year will receive a prorated grant based on day of hire. For purposes of this policy, the benefit year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using accrued PML after the 90th calendar day of employment. PML must be used in one (1) hour increments. Employees may not use more than 40 hours of PML in any benefit year.

Eligible employees may use PML for the following:

1. their mental or physical illness, injury or health condition; medical diagnosis, care or treatment of their mental or physical illness, injury or health condition; or preventative medical care;
2. their family member's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the family member's mental or physical illness, injury or health condition; or preventative medical care for a family member;
3. if they or their family members are a victim of domestic violence or sexual assault: the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault; or
4. for closure of their primary workplace by order of a public official due to a public health emergency; for their need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that employees or their family members' presence in the community would jeopardize the health of others because of exposure to a communicable disease, whether or not eligible employees or their family members have actually contracted the communicable disease.

For purposes of this policy, family member means: biological, adopted or foster child, stepchild or legal ward or a child to whom employees stand in loco parentis; biological parent, foster parent, stepparent or adoptive parent or employees' legal guardian or the legal guardian of the employee's spouse or an individual who stood in loco parentis when the employee was a minor child; individual to whom the employee is legally married under the laws of any state; grandparent; grandchild; or a biological, foster, or adopted sibling.

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

Notice and Documentation

When requesting to use PML, employees must comply with the usual and customary notice, procedural, and documentation requirements for requesting leave as outlined in the Punctuality and Attendance policy. Where documentation is requested, employees will have at least three (3) days, upon request, to provide documentation. Those who fail to comply with notice and documentation requirements may be subject to discipline, up to and including discharge.

Employees using PML for reason #3 above may be required to provide documentation that the PML has been used for that purpose. The following types of documentation are:

- a police report indicating that employees or their family members were victims of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that employees or their family members are receiving services from a victim services organization; or
- a court document indicating that employees or their family member are involved in legal action related to domestic violence or sexual assault.

The documentation should not explain the details of the violence or disclose details relating to domestic violence or sexual assault or the details of any medical condition.

Payment

PML will be paid at a pay rate equal to the greater of either normal hourly wage or base wage or the applicable minimum wage. Use of PML is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Unused PML may <u>not</u> be carried over into the following year.

Unused PML under this policy will not be paid at separation.

Questions

Employees with questions concerning this policy should contact Human Resources.

Section 24 - Minnesota Addendum

24-1 Equal Employment Opportunity

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

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

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

lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

24-2 Right to Review Personnel Records

Under Minnesota law, active employees have the right to review their personnel record once every six (6) months. Employees who leave the Company may review their personnel record once every year as long as the Company maintains the personnel record.

To review their personnel record, employees must make a good faith request in writing to Human Resources. Employees may also request a copy of the record at the time they review it. The copy will be made available to the employee at no cost.

The Company will provide employees an opportunity to review their personnel record within seven (7) working days of the written request or within 14 working days of the written request if the personnel record is physically located outside of Minnesota.

What is contained in the personnel record is carefully defined under Minnesota law. The law does not require employee access to information that is not contained in the personnel record.

If employees dispute information contained in their personnel record, they may request that it be removed from the record. However, if the Company does not agree the information should be removed, the employee may submit a written response to the denial (not to exceed five (5) pages).

No action can be taken against employees who appropriately ask to review their personnel records.

If employees are improperly denied their rights as provided by this law, the law provides certain remedies.

This notice only describes some of the employee's rights under the law. For more information, the Minnesota statutes detailing employee rights can be found at Minnesota Statutes. § 181.960 through Minnesota Statutes §181.965. These laws can be found on the internet at https://www.revisor.mn.gov/pubs/ or in public libraries throughout the state.

24-3 Wage Disclosure Protections

Under Minnesota law, an employer may not:

1. require nondisclosure by employees of their wages as a condition of employment;
2. require employees to sign a waiver or other document which purports to deny them the right to disclose their wages; or
3. take any adverse employment action against employees for disclosing their own wages or discussing another employee's wages which have been disclosed voluntarily.

Nonetheless, this policy should not be construed to:

1. create an obligation on the Company or on employees to disclose wages;
2. permit employees, without the written consent of the Company, to disclose proprietary information, trade secret information or information that is otherwise subject to legal privilege or protected by law;
3. diminish any existing rights under the National Labor Relations Act; or
4. permit employees to disclose wage information of other employees to a competitor of the Company.

An employer may not retaliate against the employee for asserting rights or remedies set forth in this policy.

Employees may bring a civil action against the Company for a violation of this policy. If a court finds that the Company has violated this policy, the court may order reinstatement, back pay, restoration of lost service credits, if appropriate, and the expungement of any related adverse records of the employee who was the subject of the violation.

24-4 Sick and Safe Time

Eligibility. The Company provides sick and safe time (SST) to employees who perform work within Minnesota for at least 80 hours in a year. For employees who work in Minnesota and are eligible for sick and safe time under the general policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issues.

Grant

Employees receive a grant of 48 hours of ESST at the start of employment and 80 hours at the beginning of each subsequent year. For purposes of this policy, the year is the 12-month period beginning January 1 and ending on December 31.

Usage. Employees can begin to use granted or accrued SST immediately. SST may be used in the smallest increment of time tracked by the Company's payroll system.

Employees may use SST for the following reasons:

1. The employee's own mental or physical illness, injury, or health condition to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or the employee's need for preventive medical care;
2. Care of a family member with a mental or physical illness, injury, or health condition who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or care for a family member who needs preventive medical care;
3. Absences due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is for medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; to obtain services from a victim services organization; to obtain psychological or other counseling; to relocate or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or to seek legal advice or take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic abuse, sexual assault, or stalking;
4. The closure of the employee's place of business due to weather or other public emergency;
5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
6. The employee's inability to work or telework because the employee is:

    i. Prohibited from working by the Company due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
    ii. Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the Company has requested a test or diagnosis; and

7. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, "family member" means a child (including child-in-law), spouse or registered domestic partner, sibling (including a sibling-in-law), parent, grandchild, grandparent, a child of a sibling, a sibling of the parents of the employee or the employee's spouse or registered domestic partner, any other individual related by blood or whose close association with the employee is the equivalent of a family relationship, or one individual annually designated by the employee. The family members listed above are not limited to biological family members, but also include step-, foster, adoptive, half-relations, and those who stand in *loco parentis* and legal guardians.

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

Employees will be provided with SST balance and usage information on their pay statement.

Notice and Documentation. When the need to use SST is foreseeable, employees must provide seven (7) days advance notice to Their supervisor and/or their supervisor. When the need to use SST is not foreseeable, employees must provide notice to Their supervisor and/or their supervisor as soon as practicable. For SST of more than three (3) consecutive workdays, employees may also be required to provide reasonable documentation that SST was taken for a covered reason. For example, for SST used for reasons (1), (2), (6), or (7) above, documentation signed by a licensed health care provider indicating the need for the amount of SST taken and that SST was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition, except as required by law. Supporting documentation will not be required for the above purposes if it would result in an unreasonable expense on the employee or where the employee did not receive services from a health care professional. In this event, reasonable documentation may include a written statement from the employee. For example, for SST used for reason (3) above, documentation signed by the employee or volunteer of a victim services organization, an attorney, a police officer, or an antiviolence counselor will be considered reasonable documentation, and such documentation need not specify the details of the domestic abuse, sexual assault, or stalking.

Payment. SST is paid at the same hourly rate as the employee's rate of pay for the hours the employee was scheduled to work during the time SST is used, unless otherwise required by applicable law. Use of SST is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Unused ESST does not carry over from year to year.

Accrued, unused SST will not be paid upon separation.

Enforcement & Retaliation. Employees may be subject to discipline for using SST for a reason other than the covered reasons above, to the maximum extent permitted by applicable law. Retaliation against employees who request or use earned SST is prohibited.

Employees have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if they believe they have been denied SST, retaliated against, or that their rights to SST has been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact Human Resources.

24-5 Minneapolis Sick and Safe Time

Eligibility

the Company provides earned sick and safe time (ESST) to employees who perform work within the City of Minneapolis for at least 80 hours in a year. For employees who work in Minneapolis who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees receive an ESST grant of 48 hours at the start of employment. Thereafter, employees receive a paid grant of 80 hours at the start each year. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees can begin to use accrued ESST immediately. ESST may be used in the smallest increment of time tracked by the Company's payroll system.

The employee may use ESST for the following reasons:

1. The employee's mental or physical illness; injury; health condition; need for medical diagnosis; care, including prenatal care; treatment of a mental or physical illness, injury, or health condition; need for preventive medical or health care; or the employee's need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member.
2. Care of a family member with a mental or physical illness, injury, or health condition, who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or who needs preventive medical care;
3. Absences due to domestic violence, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:

    a. Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
    b. Obtain services from a victim services organization; to obtain psychological or other counseling;
    c. Relocate or take steps to secure an existing home due to domestic violence, sexual assault, or stalking; or
    d. Take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic violence, sexual assault, or stalking;

4. The closure of the employee's place of business due to weather or other public emergency;
5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
6. The employee's inability to work or telework because the employee is:

    a. Prohibited from working by the Company due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
    b. Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of a communicable disease related to a public emergency, and such employee has been exposed to a communicable disease or the Company has requested a test or diagnosis; or

7. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a

communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, family member means a child (including child-in-law), spouse or registered domestic partner, sibling (including a sibling-in-law), parent, grandchild, grandparent, a child of a sibling, a sibling of the parents of the employee or the employee's spouse of registered domestic partner, guardian, ward, or a person who currently resides in the employee's home, any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; or one (1) individual annually designated by the employee. The family members listed above are not limited to biological family members but also include step, foster, adoptive, half-relations, and those who stand in loco parentis and legal guardians.

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

Upon request of the employee, the Company will provide information (in writing or electronically) regarding the employee's accrued and available ESST and used ESST. Employees also will be provided information, in writing or electronically, with ESST balance and usage information at the end of each pay period.

Notice and Documentation

When the need to use ESST is foreseeable, employees must provide seven (7) days advance notice to their Supervisor. When the need to use ESST is not foreseeable, employees must provide notice to their Supervisor as soon as practicable. Employees who know that their absence will exceed one (1) day should also indicate the day that they expect to return to work.

Employees may be required to confirm, either verbally or in writing, that they used ESST for a reason covered under this policy, to the extent permitted by applicable law. For ESST of more than three (3) consecutive workdays, employees also may be required to provide reasonable documentation that ESST was taken for a covered reason. For example, for ESST used for reasons (1), (6), or (7) above, documentation signed by a licensed health care provider indicating the need for the amount of ESST taken and that ESST was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition, except as required by law. Supporting documentation will not be required for the above purposes if it would result

in an unreasonable expense on the employee or where the employee did not receive services from a health care professional. In this event, reasonable documentation may include a written statement from the employee. For example, for ESST used for reason (3) above, documentation signed by an employee or volunteer of a victim services organization, an attorney, a police officer, or an antiviolence counselor will be considered reasonable documentation, and such documentation need not specify the details of the domestic abuse, sexual assault, or stalking.

Payment

ESST is paid at the same hourly rate as employee's regular rate of pay (including shift differentials, if applicable, but not including overtime payments or any special forms of compensation such as lost tips, incentives, commissions, premium payments or bonuses) for the hours the employee was scheduled to work during the time ESST is used, unless otherwise required by applicable law. Use of ESST is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may not carry over any unused paid leave under this policy to the following year. Unused ESST under this policy will not be paid upon separation.

Enforcement and Retaliation

Retaliation against employees who request or use ESST is prohibited. Employees have the right to file a complaint with the City of Minneapolis Labor Standards Enforcement Division if they believe they have been denied ESST, retaliated against, or that their rights to ESST have been otherwise interfered with or restrained. Employees also have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if they believe they have been denied ESST, retaliated against, or that their rights to ESST has been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact Human Resources.

24-6 St. Paul Earned Sick and Safe Time

Eligibility

The Company provides earned sick and safe time (ESST) to employees who perform work within the City of St. Paul for at least 80 hours in a year. For employees who work in St. Paul who are eligible for sick time under the general Sick Days policy and/or any other

applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees receive a grant of 48 hours of paid leave at the start of employment and 80 hours at the beginning of each subsequent year.

Usage

Employees can begin to use accrued ESST immediately. ESST may be used in the smallest increment of time tracked by the Company's payroll system.

The employee may use ESST for the following reasons:

1. The employee's mental or physical illness; injury; health condition; need for medical diagnosis; care, including prenatal care; treatment of a mental or physical illness, injury, or health condition; need for preventive medical or health care; or the employee's need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member.
2. Care of a family member with a mental or physical illness, injury, or health condition, who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or who needs preventive medical care;
3. Absences due to domestic violence, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:

    a. Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
    b. Obtain services from a victim services organization; to obtain psychological or other counseling;
    c. Relocate or take steps to secure an existing home due to domestic violence, sexual assault, or stalking; or
    d. Take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic violence, sexual assault, or stalking;

4. The closure of the employee's place of business due to weather or other public emergency;
5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
6. The employee's inability to work or telework because the employee is:

    a. Prohibited from working by the Company due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
    b. Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of a communicable disease related to a public emergency, and such employee has been exposed to a communicable disease or the Company has requested a test or diagnosis; or

7. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, family member means a child (including child-in-law), spouse or registered domestic partner, sibling (including a sibling-in-law), parent, grandchild, grandparent, a child of a sibling, a sibling of the parents of the employee or the employee's spouse of registered domestic partner, guardian, ward, or a person who currently resides in the employee's home; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; or one (1) individual annually designated by the employee. The family members listed above are not limited to biological family members but also include step-, foster, adoptive, and half-relations; those who stand in loco parentis; and legal guardians.

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

Upon request of the employee and at the end of each pay period, the Company will provide information (in writing or electronically) regarding both the employee's accrued and available ESST and used ESST.

Notice and Documentation

When the need to use ESST is foreseeable, employees must provide seven (7) days advance notice to the employee's supervisor. When the need to use ESST is not foreseeable, employees must provide notice to the employee's supervisor as soon as practicable.

For ESST of more than three (3) consecutive workdays, employees may be required to provide reasonable documentation that ESST was taken for a covered reason. For example, for ESST used for reasons (1), (6), or (7) above, documentation signed by a licensed health care provider indicating the need for the amount of ESST taken and that ESST was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition, except as required by law.

Supporting documentation will not be required for the above purposes if it would result in an unreasonable expense on the employee or where the employee did not receive services from a health care professional. In this event, reasonable documentation may include a written statement from the employee. For example, for ESST used for reason (3) above, documentation signed by an employee or volunteer of a victim services organization, an attorney, a police officer, or an antiviolence counselor will be considered reasonable documentation, and such documentation need not specify the details of the domestic abuse, sexual assault, or stalking.

Payment

ESST is paid at the same hourly rate as the employee's regular rate of pay for the hours the employee was scheduled to work during the time ESST is used, unless otherwise required by applicable law. Use of ESST is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees receive the annual allotment of ESST in full at the beginning of each year, and therefore unused ESST does not carry over from year to year.

Accrued, unused ESST will not be paid upon separation.

Enforcement and Retaliation

Employees may be subject to discipline for using ESST under this policy for purposes other than those provided under this policy, to the maximum extent permitted by applicable

law. Retaliation against employees who request or use ESST is prohibited. Employees have the right to file a complaint with the City of St. Paul Department of Human Rights and Equal Economic Opportunity if they believe they have been denied ESST, retaliated against, or that their rights to ESST have been otherwise interfered with or restrained; or may bring a civil action in the event of retaliation. Employees also have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if they believe they have been denied ESST, retaliated against, or that their rights to ESST have been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact Human Resources.

24-7 Bloomington Sick and Safe Time

Eligibility

The Company provides earned sick and safe time (ESST) to employees who perform work within the City of Bloomington for at least 80 hours in a year. For employees who work in Bloomington who are eligible for sick time under the general Sick Days policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy.

Grant

Employees receive a grant of 48 hours of ESST at the start of employment and 80 hours at the beginning of each subsequent year.

Usage

Employees can begin to use accrued ESST immediately. ESST may be taken in the smallest increment of time tracked by the Company's payroll system.

Employees may use ESST for the following reasons:

1. The employee's mental or physical illness; injury; health condition; need for medical diagnosis; care, including prenatal care; treatment of a mental or physical illness, injury, or health condition; need for preventive medical or health care; or the employee's need to make arrangements for or attend funeral services or a memorial or address financial or legal matters that arise after the death of a family member.
2. The care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care including prenatal care; treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical or health care.
3. An absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to

    a. Seek medical attention or psychological or other counseling services related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
    b. Obtain services from a victim services organization;
    c. Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
    d. Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

4. The closure of the employee's place of business due to weather or other public emergency.

5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to weather or other public health emergency.
6. The employee's inability to work or telework because the employee is:

    a. Prohibited from working by the Company due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
    b. Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the Company has requested a test or diagnosis; and

7. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, family member means a child (including child-in-law), spouse or registered domestic partner, sibling (including a sibling-in-law), parent, grandchild, grandparent, a child of a sibling, a sibling of the parents of the employee or the employee's spouse or registered domestic partner, guardian, ward, other member of the employee's household; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; or one individual annually designated by the employee. The family members listed above are not limited to biological family members but also include step-, foster, adoptive, and half-relations; those who stand in loco parentis; and legal guardians.

Unless the employee advises the Company otherwise, it will assume, subject to applicable law, that the employee wants to use available ESST for absences for reasons set forth above, and the employee will be paid for such absences to the extent they have ESST available.

Employees will be provided with their accrued and available ESST and used ESST at the end of each pay period.

Notice and Documentation

When the need to use ESST is foreseeable, employees must provide seven (7) days advance notice to the employee's Supervisor. When the need to use ESST is not

foreseeable, employees must provide notice to the employee's Supervisor as soon as practicable.

For ESST of more than three (3) consecutive workdays, employees may also be required to provide reasonable documentation that ESST was taken for a covered reason. For example, for ESST used for reasons (1), (2), (6), or (7) above, documentation signed by a licensed health care provider indicating the need for the amount of ESST taken and that ESST was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition, except as required by law.

Supporting documentation will not be required for the above purposes where the employee or employee's family member did not receive services from a health care professional or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense. In this event, reasonable documentation may include a written statement from the employee indicating that the employee is using or used ESST for a qualifying purpose pursuant to reasons (1), (2), (6) or (7).

For example, for ESST used for reason (3) above, documentation signed by an employee or volunteer of a victim services organization, an attorney, a police officer, or an antiviolence counselor will be considered reasonable documentation, and such documentation need not specify the details of the domestic abuse, sexual assault, or stalking. For example, for ESST used for reason (4) above, a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose will be considered reasonable documentation.

Payment

ESST is paid at the same hourly rate as employee's regular rate of pay (including shift differentials, if applicable, but not including overtime payments or any special forms of compensation such as lost tips, incentives, commissions, premium payments, or bonuses) for the hours the employee was scheduled to work during the time ESST is used, unless otherwise required by applicable law. Use of ESST is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees receive the annual allotment of ESST in full at the beginning of each year, and therefore unused ESST does not carry over from year to year.

Accrued, unused ESST will not be paid upon separation.

Enforcement and Retaliation

Employees may be subject to discipline for using ESST for a reason other than the covered reasons above, to the maximum extent permitted by applicable law. Retaliation against employees who request or use earned ESST is prohibited. Employees have the right to file a complaint with the City of Bloomington's City Attorney's Office if they believe they have been denied ESST, retaliated against, or that their rights to ESST have been otherwise interfered with or restrained. Employees also have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if they believe they have been denied ESST, retaliated against, or that their rights to ESST have been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact Human Resources.

24-8 Nursing Mothers, Lactating Employees, and Pregnancy Accommodations

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law, Minn. Stat. § 181.939, gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence, or modification in work schedule or tasks. Employers cannot require employees to take a leave or accept an accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private, and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate or to take negative action against a pregnant or lactating employee for exercising their rights under this law.

Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.

24-9 Crime Victims Leave

Employees who are victims of a violent crime and are subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case. Employees who are a victim's spouse or immediate family member may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case.

Employees must give 48 hours' advance notice of the request for time off pursuant to this policy, unless impracticable or an emergency prevents the employee from doing so.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by the Company.

24-10 Family Military Leave

Any employee who is the grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé or fiancée of a member of the United States armed forces who has been ordered into active service in support of a war or other national emergency ("mobilized service member") is eligible for an unpaid leave of absence of up to one (1) day per calendar year in order to attend a send-off or homecoming ceremony for the mobilized service member. Employees are asked to give the Company as much notice of their intent to take this leave as is practicable under the circumstances.

Additionally, any employee who is the parent, child, grandparent, sibling or spouse of a member of the United States armed forces who has been injured or killed while engaged in active service is eligible for an unpaid leave of absence for up to 10 days. The employee must give the Company as much notice of intent to take this leave as is practicable. Any accrued paid time off which is used during this period will run concurrently with leave under this policy and will not extend the length of leave.

24-11 Family and Medical Leave for Employers Covered by the FMLA

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Minnesota Pregnancy & Parental Leave Act (MPPLA). This policy provides employees with information concerning FMLA and/or MPPLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or MPPLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

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

All employees who work in Minnesota are "MPPLA eligible employees."

II. Entitlements

The FMLA and MPPLA provide eligible employees with a right to leave, health insurance benefits, and, with some limited exceptions, job restoration.

A. Basic FMLA and MPPLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. The MPPLA provides eligible employees up to 12 workweeks of unpaid leave for:

1. The birth or placement for adoption of a child; or
2. For a female employee's prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions.

MPPLA leave for the birth or adoption of a child may begin not more than 12 months after the birth or adoption, except that where the child must remain in the hospital longer than the childbearing parent, the leave may not begin more than 12 months after the child leaves the hospital. It is the Company's policy to provide the greater leave benefit provided under the FMLA or MPPLA and to run leave concurrently under the FMLA and MPPLA whenever possible. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care—FMLA only);
- To care for the employee's spouse, son, daughter, or parent (but not in-law) who has a serious health condition (FMLA only);
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, childbirth, or related health condition) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job (FMLA only, except under the MPPLA, for a employee's own prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions); and/or
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)

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

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

treatment, recuperation, or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

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

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. No Work While on Leave

The taking of another job while on FMLA/MPPLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA/MPPLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may be required to pay the full health insurance premium during leave.

F. Restoration of Employment and Benefits

At the end of FMLA/MPPLA leave, subject to some exceptions, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms. Under the FMLA only, reinstatement also may be denied where job restoration of "key employees" will cause the Company substantial and grievous economic injury. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA/MPPLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/MPPLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of:

1. Their rights and responsibilities in connection with such leave;
2. The Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and
3. The amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA/MPPLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA/MPPLA leave must timely notify the Company of their need for FMLA/MPPLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

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

- A medical condition renders them unable to perform the functions of their job;
- They are pregnant or have been hospitalized overnight;
- They or a covered family member are under the continuing care of a health care provider;

- The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active-duty status to a foreign country; or
- If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

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

For MPPLA, the notice of the need for leave should include the date the leave will commence and the estimated duration of the leave.

2. Timing of Employee Notice

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

Employees returning from MPPLA leave longer than one (1) month also must provide notice of their return from leave to Human Resources at least two (2) weeks in advance.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees

must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three (3) types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

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

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or servicemember. If employees can provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final, and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable

accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active-duty status of a military member, the Company may require employees to provide:

1. A copy of the military member's active-duty orders or other documentation issued by the military indicating the military member is on active duty or call to covered active-duty status and the dates of the military member's covered active-duty service; and
2. A certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and MPPLA Leave

Employees must use any accrued paid time while taking unpaid FMLA and/or MPPLA leave.

The substitution of paid time for unpaid FMLA and/or MPPLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA/MPPLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/MPPLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may be required to pay the full health insurance premium during leave. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA/MPPLA leave, the Company will deduct the employee's portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA/MPPLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/MPPLA Leave with Other Leave Policies

The FMLA and MPPLA do not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. However, whenever permissible by law, FMLA leave will run concurrently with MPPLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/MPPLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/MPPLA Leave

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

The FMLA makes it unlawful for employers to:

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

24-12 Domestic Abuse or Harassment Leave

Employees are entitled to reasonable unpaid time off to obtain or attempt to obtain an order of protection and/or other relief from a court related to domestic abuse or harassment.

The employee who is absent from the workplace shall give 48 hours' advance notice to the Company except in cases of imminent danger to the health or safety of the employee or the employee's child, or unless impracticable.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by the Company.

24-13 School Conference and Activities Leave

the Company will provide employees with up to 16 hours of leave during any 12-month period to attend school conferences or school-related activities related to the employee’s child (including conferences related to a pre-kindergarten program or childcare services), provided the conferences or school-related activities cannot be scheduled during nonwork hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Leave under this policy is unpaid. However, the employee may substitute accrued paid time off for leave under this policy.

Section 25 - Montana Addendum

25-1 About This Handbook/Disclaimer

The Company prepared this handbook to assist employees in finding the answers to many questions they may have regarding their employment. Employees should take the necessary time to read it.The Company does not expect this handbook to answer all questions. The Human Resources also will be a major source of information.

Neither this handbook, nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation nor does it confer any contractual rights whatsoever.

The Company fully complies with all provisions of the Montana Wrongful Discharge from Employment Act which allows termination of employees only for good cause, except to the extent any employee is subject to the 12-month probationary period. During the probationary period, employment is at-will and may be terminated at any time and for any lawful reason by the Employee or the Company (unless modified by a writing signed by President). The Company also may extend the probationary period as allowed by law.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, subject to applicable law.

This handbook supersedes all prior handbooks.

25-2 Pregnancy Leave

The Company will not discriminate against an applicant or employee because of pregnancy, childbirth or related medical condition. The Company will not treat employees disabled due to pregnancy less favorably than any employee with a temporary disability under any health, medical temporary disability or sick leave plan maintained by the Company. All benefits provided to temporarily disabled employees pursuant to such a plan will be provided to pregnant employees.

The Company will provide employees a reasonable leave of absence for the temporary disabilities associated with pregnancy, childbirth, delivery and related medical conditions and will not place restrictions on the leave which would not apply to leaves of absence for any other valid medical reason. As a condition of leave provided for pregnancy, the Company may require the employee to provide medical verification that the employee is unable to perform the employee's job duties.

A pregnant employee is entitled to use any disability benefits, sick leave, vacation time, annual leave or compensatory time accrued pursuant to plans maintained by the Company for pregnancy leave. If the Company maintains no such plans or benefits or such benefits have been exhausted, the pregnancy leave will be without pay.

Any employee who has signified the intent to return at the end of a reasonable leave of absence for pregnancy will be reinstated to the employee's original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits, except when the Company's circumstances have changed so much that it is impossible or unreasonable to do so.

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

25-3 Montana: General Handbook Acknowledgment

This Employee Handbook is an important document intended to help employees become acquainted with the Company. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received and read a copy of the Company's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will during the probationary period, either by myself or the Company, with or without cause or notice, regardless of the granting of benefits of any kind, subject to the provisions of the Montana Wrongful Discharge from Employment Act.

I understand that no representative of the Company other than President may alter at-will status during the probationary period (subject to the provisions of the Montana Wrongful Discharge from Employment Act) and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Section 26 - Nebraska Addendum

26-1 Pregnancy Accommodations

Pursuant to Nebraska Fair Employment Practices Act, the Company will endeavor to provide reasonable accommodations to the known physical limitations of employees who are pregnant, have given birth or have related medical conditions, unless doing so would impose an undue hardship on the Company.

Reasonable accommodations, may include, but are not limited to:

1. acquisition of equipment for sitting;
2. more frequent or longer breaks;
3. periodic rest;
4. assistance with manual labor;
5. job restructuring;
6. light-duty assignments;
7. modified work schedules;
8. temporary transfers to less strenuous or hazardous work;
9. time off to recover from childbirth; or
10. break time and appropriate facilities for breast-feeding or expressing breast milk.

The Company will not require employees to take leave if another reasonable accommodation can be provided. The Company will not take adverse action against employees for requesting or using reasonable accommodations under the law.

Any employee who has questions about the policy or who needs to request an accommodation due to pregnancy, childbirth or a related medical condition should contact Human Resources.

26-2 Family Military

Employees who have been employed by the Company for at least 12 months, have worked at least 1,250 hours during the 12-month period immediately preceding the day the leave begins, and are the spouse or parent of a person called to military service for 179 days or longer pursuant to the orders of the Governor or the President of the United States are eligible for an unpaid leave of absence for up to 30 days.

Leave may be taken during the time federal or state deployment orders are in effect.

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

If the leave will consist of an absence of five (5) or more consecutive workdays, the employee must provide notice to the Company at least 14 days in advance. If the leave will consist of an absence of fewer than five (5) consecutive workdays, employees must provide as much advance notice to the Company as is practicable. In all cases, employees must consult with the Company to attempt to schedule their leave so as to not unduly disrupt operations. The Company reserves the right to require certification of the employee's eligibility for this leave from the proper military authority.

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

Section 27 - Nevada Addendum

27-1 Pregnancy Accommodations

According to the Nevada Pregnant Workers' Fairness Act (effective October 1, 2017) (the "Act"), employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth or a related medical condition and are entitled to reasonable accommodation.

Under the Act, the Company may not:

- deny a reasonable accommodation to employees and applicants, upon request, for a condition related to pregnancy, childbirth or a related medical condition, unless an accommodation would impose an undue hardship on the business of the Company;
- take adverse employment actions against the employee or applicant based on a need for a reasonable accommodation;
- deny an employment opportunity to a qualified employee or applicant based on a need for a reasonable accommodation; and
- require the employee or applicant to accept an accommodation that the employee or applicant did not request or chooses not to accept or to take leave from employment if an accommodation is unavailable.

Reasonable accommodations may include, but are not limited to:

1. modifying equipment or providing different seating;
2. revising break schedules, which may include revising the frequency or duration of breaks;
3. providing space in an area other than a bathroom that may be used for expressing breast milk;
4. providing assistance with manual labor if the manual labor is incidental to the primary work duties of the employee;
5. authorizing light duty;
6. temporarily transferring the employee to a less strenuous or hazardous position; or
7. restructuring a position or providing a modified work schedule.

Under the Act, the Company may require the employee to submit written medical certification from the employee's physician substantiating the need for an accommodation because of pregnancy, childbirth or related medical conditions, and the specific accommodation recommended by the physician.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related condition or who has questions regarding this policy should contact Human Resources.

27-2 Leave and Accommodation for Victims of Domestic Violence or Sexual Assault

Employees who have worked for the Company for at least 90 days, and who are the victims of domestic violence or sexual assault or whose family or household member is a victim of domestic violence or sexual assault, may take time off work for up to 160 hours in one (1) 12-month period, beginning on the date when the act of domestic violence or sexual assault occurred (and the employee is NOT the alleged perpetrator of the domestic violence or sexual assault).

Leave under this policy may be taken for the following reasons:

- For the diagnosis, care, or treatment of a health condition related to an act of domestic violence or sexual assault committed against the employee or the employee's family or household member;
- To obtain counseling or assistance related to an act of domestic violence or sexual assault committed against the employee or the employee's family or household member;
- To participate in court proceedings related to an act of domestic violence or sexual assault committed against the employee or the employee's family or household member; or
- To establish a safety plan, including any action to increase the safety of the employee or the employee's family or household member from a future act of domestic violence or sexual assault.

For purposes of this policy, a "family or household member" means a spouse, domestic partner, minor child, or parent or another adult who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was actually residing with the employee at the time the act of domestic violence or sexual assault was committed.

For purposes of this policy, "domestic violence" occurs when a person commits one (1) of the following acts against or upon the person's spouse, former spouse, any other person to whom the person is related by blood or marriage, any other person with whom the person is or was actually residing, any other person with whom the person has had or is having a dating relationship, any other person with whom the person has a child in common, the minor child of any of those persons, the person's minor child, or any other

person who has been appointed the custodian or legal guardian for the person's minor child:

a. A battery;
b. An assault;
c. Compelling the other person by force or threat of force to perform an act from which the other person has the right to refrain or to refrain from an act which the other person has the right to perform;
d. A sexual assault;
e. A knowing, purposeful, or reckless course of conduct intended to harass the other person. Such conduct may include, but is not limited to:

    - Stalking;
    - Arson;
    - Trespassing;
    - Larceny;
    - Destruction of private property;
    - Carrying a concealed weapon without a permit; or
    - Injuring or killing an animal.

f. A false imprisonment; or
g. Unlawful entry of the other person's residence, or forcible entry against the other person's will if there is a reasonably foreseeable risk of harm to the other person from the entry.

For purposes of this policy, "sexual assault" occurs when a person:

a. Subjects another person to sexual penetration, or forces another person to make a sexual penetration on themselves or another, or on a beast, against the will of the victim or under conditions in which the perpetrator knows or should know that the victim is mentally or physically incapable of resisting or understanding the nature of the perpetrator's conduct; or
b. Commits a sexual penetration upon a child younger than the age of 14 years or causes a child younger than the age of 14 years to make a sexual penetration on themselves or another, or on a beast.

Nevada law provides that leave may be unpaid or paid at the discretion of the employer. The Company will permit employees to use any accrued, unused paid time off while taking leave under this policy.

Leave under this policy may be used in a single block of time or intermittently. Leave under this policy also will run concurrently (at the same time) with FMLA leave, if leave is otherwise FMLA-qualifying. Leave under this policy does not extend the time allowable under the "Family and Medical Leave Act" policy in this handbook.

After taking any time off due to an act of domestic violence or sexual assault, employees must provide their supervisor at least 48 hours advance notice before taking any additional time off under this policy.

The Company may require documentation of the employee's participation in these activities that confirms or supports the reason the employee provided for requesting leave. For example, the Company may require:

- A police report;
- Copy of an application for an order for protection;
- Affidavit from an organization which provides services to victims of domestic violence or sexual assault; or
- Documentation from a physician.

Any documentation requested or received by the Company will be kept confidential in a private medical file (and will not be contained in the general personnel file).

The employee who is the victim of domestic violence or sexual assault (or whose family or household member is such a victim) may request reasonable accommodation with respect to the employee's safety while at work. Reasonable accommodation may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, or any other reasonable accommodation that does not create an undue hardship deemed necessary to ensure the safety of the employee, the workplace, the Company, and other employees.

Eligible employees desiring an accommodation should notify Human Resources. Human Resources will then engage in an interactive process with the employee to determine possible effective reasonable accommodations. As part of the interactive process, Human Resources may require the employee to provide appropriate certification. Employees who no longer need an accommodation must notify Human Resources of any change in circumstance. Similarly, employees who have been provided an accommodation must notify Human Resources if the employee requires a new accommodation.

The Company also will not discipline, discriminate, or retaliate against employees because they are a known victim of domestic violence or sexual assault; because they requested and took leave and/or requested accommodation under this policy; or because they

participated as a witness or interested party in a court proceeding related to domestic violence or sexual assault that relates to the use of leave under this policy. The Company also will not require employees to find a replacement or substitute to cover their position or work as a condition of using leave under this policy.

Section 28 - New Hampshire Addendum

28-1 Pregnancy Disability Leave

Employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. A pregnancy disability leave begins when an employee is medically determined to be disabled and ends when the employee is medically determined to be able to return to work.

Employees may substitute available vacation, sick and other available paid time off during unpaid leave taken under this policy, but such substitution does not extend the maximum amount of leave time to which an employee is eligible under this policy. This leave will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable, and any other leave as permitted by applicable law.

During an approved pregnancy disability leave, the Company will maintain an employee's health insurance benefits under the same terms and conditions applicable to employees not on leave, provided that the employee continues regular employee contributions to these plans on a timely basis. An employee on pregnancy disability leave who is not eligible for FMLA leave or who has exhausted FMLA available leave weeks will be responsible for paying in advance each month the employee portion of the premiums of the employee's insurance coverage(s) and that of any dependents. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier(s) to allow coverage to be reinstated.

Paid time off does not continue to accrue during any unpaid leave of absence, and employees are not eligible for other employment-related benefits such as holiday, bereavement, jury duty, or other pay during the leave.

An employee who returns to work following an approved unpaid leave of absence will be considered as having had continuous employment for purposes of seniority and other benefits based upon years of service.

Employees are required to provide reasonable notice of the date on which leave will commence and the estimated duration of the leave. In addition, employees must provide medical certification of the need for pregnancy disability leave from their health care provider.

The taking of another job while on pregnancy disability leave or any other authorized leave of absence is prohibited except as authorized by the Company and/or if permitted by applicable law.

When an employee on an approved pregnancy disability leave is physically able to return to work, the employee will be reinstated to the employee's original job or a comparable position unless business necessity makes reinstatement impossible or unreasonable. If the employee fails to return to work on the first working day following the expiration of the leave, the employee will be considered to have voluntarily quit unless the Company has approved an extension of the leave or the employee's failure to return to work is approved by the Company.

Employees with questions concerning this policy should contact Human Resources.

Section 29 - New Jersey Addendum

29-1 Equal Employment Opportunity

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

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

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

lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

29-2 Pregnancy Accommodations

Pursuant to New Jersey law, the Company prohibits unlawful discrimination on the basis of pregnancy or breastfeeding. The Company will endeavor to reasonably accommodate the needs of employees' pregnancy, childbirth, breastfeeding or expressing milk for breastfeeding or related medical condition, including recovery from childbirth, provided that the pregnancy, childbirth or related medical condition is known or should have been known by the Company, and the proposed accommodation does not impose an undue hardship on the business operations of the Company.

Reasonable accommodations may include, but are not limited to:

1. bathroom breaks;
2. breaks for increased water intake;
3. periodic rest;
4. assistance with manual labor;
5. job restructuring or modified work schedules;
6. temporary transfers to less strenuous or hazardous work; or
7. reasonable break time each day to express breast milk.

For purposes of expressing breast milk, the Company will provide a suitable room or other location with privacy, other than a toilet stall, in close proximity to the work area.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related medical condition or who has questions regarding the policy should contact Human Resources.

29-3 Earned Sick and Safe Leave

Eligibility

The Company provides paid Earned Sick and Safe Leave (ESSL) to employees who work in New Jersey. For employees who work in New Jersey who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees receive a grant of ESSL at the start of employment. The grant will be prorated based on the date of grant but in no circumstances will an eligible employee receive less than one (1) hour of ESSL for every 30 hours worked up to 40 hours in that benefit year. Thereafter, at the start of the benefit year, employees will receive a grant of 40 hours of ESSL.

Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case ESSL accrues based upon that normal workweek. For purposes of this policy, the benefit year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using accrued ESSL on the 120th calendar day of employment. ESSL may be used in 4 hour increments, except to the extent such increment is greater than the number of hours the employee was scheduled to work during that shift. The employee may not use more than 40 hours of ESSL in any benefit year.

Employees may use ESSL for the following reasons:

1. diagnosis, care or treatment of, or recovery from, the employee's mental or physical illness, injury or other adverse health condition or for preventive medical care for the employee;
2. diagnosis, care or treatment of, or recovery from, a family member's mental or physical illness, injury or other adverse health condition or for preventive medical care for the family member;
3. circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member:

    - medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence;
    - services from a designated domestic violence agency or other victim services organization;
    - psychological or other counseling;

- relocation; or
- legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to domestic or sexual violence.

4. time during which the employee is not able to work because of:

    - a closure of the employee's workplace, or the school or place of care of a child of the employee by order of a public official or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency;
    - the declaration of a state of emergency by the Governor, or the issuance by a health care provider or the Commissioner of Health or other public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee would jeopardize the health of others;
    - during a state of emergency declared by the Governor, or upon the recommendation, direction or order of a healthcare provider or the Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine or cares for a family member in quarantine as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others.

5. time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher or other professional staff member responsible for the child's education; or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

For purposes of this policy, a family member includes a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent or grandparent of the employee; or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee; or a sibling of a spouse, domestic partner or civil union partner of the employee; or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available ESSL for absences for reasons set

forth above and employees will be paid for such absences to the extent they have ESSL available.

Notice and Documentation

If the employee's need to use ESSL is foreseeable, employees must give seven (7) calendar days advance notice, prior to the date the leave is to begin, of their intention to use the leave and its expected duration. If the reason for the leave is not foreseeable, employees must give notice of the intention to use ESSL as soon as practicable. The Company may prohibit employees from using foreseeable ESSL on certain dates or require reasonable documentation if ESSL that is not foreseeable is used during such dates.

The Company will require reasonable documentation if the employee uses ESSL for three (3) or more consecutive workdays.

If ESSL is taken for reasons #1 or #2 above, documentation signed by a health care professional, who is treating the employee or the family member of the employee, indicating the need for the leave and, if possible, number of days of leave, will be considered reasonable documentation.

If ESSL is taken for reason #3 above, any of the following will be considered reasonable documentation of the domestic or sexual violence:

- medical documentation;
- a law enforcement agency record or report;
- a court order;
- documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense;
- certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or
- other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.

If ESSL is taken for reason #4 above, a copy of the order of the public official or the determination by the health authority will be considered reasonable documentation.

If ESSL is taken for reason #5 above, the following will be considered reasonable documentation: tangible proof of the school-related conference, meeting, function or other event requested or required by a school administrator, teacher or other professional staff member responsible for the education of the employee's child; or tangible proof of the meeting regarding care provided to the child of the employee in connection with the child's health conditions or disability.

Payment

ESSL will be paid at the same rate of pay with the same benefits as the employee normally earns, but no less than the state minimum wage. Use of ESSL will not be counted as hours worked for purposes of calculating overtime.

Carryover and Payout

The employee may carry over up to 40 hours of accrued, unused ESSL under this policy to the following benefit year. Accrued but unused ESSL under this policy will not be paid at separation.

Enforcement and Retaliation

Employees have the right to request and use ESSL and may file a complaint for alleged violations of their rights with the New Jersey Department of Labor and Workforce Development. The Company prohibits retaliation or the threat of retaliation against the employee for exercising or attempting to exercise any right provided in this policy or under applicable law.

Employees with questions regarding this policy can contact Human Resources.

29-4 Statutory Short-Term Disability Benefits

The Company also provides statutory short-term disability insurance.

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

29-5 Pre-Tax Transportation Fringe Benefit

Beginning March 1, 2020, all employees are eligible to receive a pre-tax transportation fringe benefit. This benefit allows commuter highway vehicle and transit benefits to be

deducted from employees' gross income. The transportation benefits must be consistent with IRS provisions and limits at the maximum benefit levels allowable under federal law.

Employees should contact Human Resources for further information about the program or to sign up for benefits.

29-6 Family Leave Insurance Benefits

If employees need to take time off work for the reasons listed below, they may be eligible to receive family leave benefits through the state of New Jersey. Leave, in this instance, is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development. Reasons are as follows:

- care for a family member with a serious health condition;
- bond with a child during the first 12 months after birth or placement of the child for adoption or as a foster child;
- engage in activities for which unpaid leave may be taken pursuant to the New Jersey Security and Financial Empowerment Act (NJ SAFE Act), on the employee's own behalf, if a victim of an incident of domestic violence or a sexually violent offense, or to assist a family member of the individual who has been a victim of an incident of domestic violence or a sexually violent offense (except for any time for which the employee receives disability benefits for a disability caused by the violence or offense);
- in the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, provide in-home care or treatment of the family member of the employee required due to:

    1. the issuance by a healthcare provider or the commissioner or other public health authority of a determination that the presence in the community of the family member may jeopardize the health of others; and
    2. the recommendation, direction, or order of the provider or authority that the family member be isolated or quarantined as a result of suspected exposure to a communicable disease,

For purposes of this policy, family member includes the employee's child, parent, spouse, domestic partner, civil union partner, parent-in-law, sibling, grandparent, grandchild or any other individual related by blood to the employee, and any other individual with whom the employee has a close association equivalent to a family relationship.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if employees are eligible for such benefits.

Employees should advise their immediate supervisor or Human Resources if they need to take time for these purposes. Employees will be given information about the state's family leave benefits program and how to apply for benefits. Employees also may contact the Division of Temporary Disability Insurance for further information.

Employees should maintain regular contact with their immediate supervisor during the time off work so the Company may monitor their return-to-work status. In addition, employees should contact their immediate supervisor or Human Resources when they are ready to return to work so the Company may determine what positions, if any, are open.

Job Reinstatement Not Guaranteed

Please note: employees taking time off for these purposes are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws. Any time off for family leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act and the New Jersey Family Leave Act and/or the NJ SAFE Act, if applicable. Please see the "Family and Medical Leave" and/or the NJ SAFE Act policies for eligibility requirements.

Retaliation

Employees will not be discharged, harassed, threatened or otherwise discriminated or retaliated against because they have requested or taken any family leave benefits pursuant to this policy.

29-7 Family and Medical Leave

NEW JERSEY FAMILY AND MEDICAL LEAVE POLICY

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act (NJFLA). This policy provides employees with information concerning FMLA and/or NJFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or NJFLA leave, they should contact Human Resources.

I. Eligibility

"FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

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

NJFLA leave is available to "eligible employees." To be an "NJFLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months; 2) have worked at least 1,000 base hours during the 12-month period preceding the leave; and 3) be employed by an employer that has 30 or more employees. "Base hours" mean the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.

II. Employee Entitlements for FMLA and NJFLA Leave

As described below, the FMLA and NJFLA provide eligible employees with a right to leave, health insurance benefits (FMLA only), and, with some limited exceptions, job restoration.

A. Basic FMLA and NJFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The NJFLA provides eligible employees up to 12 workweeks of unpaid leave for certain family reasons during a 24-month period. The 12- or 24-month period is determined on a rolling 12-month period measured backward from the date the employee uses their FMLA leave.

It is the Company's policy to provide the greater leave benefit provided under the FMLA or NJFLA and to run leave concurrently under the FMLA and NJFLA whenever possible.

Leave may be taken for any one , or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse (domestic partner or partner in a civil union—NJFLA only), child or parent (or parent-in-law, sibling, grandparent, grandchild, any

individual related by blood, or any other individual with a close association equivalent to a family relationship—NJFLA only) who has a **serious health condition**;

- In the event of a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:

    1. Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
    2. Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee would jeopardize the health of others; or
    3. Results in the recommendation of a health care provider or public health authority, that a family member (child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner or one (1) partner in a civil union couple, any other individual related by blood to the employee, or any other individual with whom the employee has a close association equivalent to a family relationship) in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care would jeopardize the health of others (NJFLA only);

- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job (FMLA only); and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

A **"serious health condition"** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment or incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)

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

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

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

C. Intermittent Leave and Reduced Leave Schedules

FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee (FMLA only) or covered family member (both FMLA and NJFLA), to bond with a child after birth, placement for adoption or foster care (NJFLA only), the serious injury or illness of a covered servicemember (FMLA only), or in the case of leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease if the covered individual provides the Company with prior notice of the leave as soon as practicable; the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Company and, if possible, provide the Company, prior to the commencement of the intermittent leave, with a regular schedule of the day or days of the week on which the intermittent leave will be taken (NJFLA only).

Leave due to qualifying exigencies (FMLA only) may also be taken on an intermittent or reduced schedule basis.

D. No Work While on Leave

The taking of another job while on FMLA/NJFLA or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

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

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent

positions with equivalent pay, benefits, and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of NJFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. However, unlike key employees under the FMLA who may be denied reinstatement, key employees under NJFLA may be denied NJFLA leave if: 1) the employee is a salaried employee among the highest paid 5 percent of employees or one (1) of the seven (7) highest paid employees and 2) denial of the leave is necessary to prevent substantial and grievous economic injury to the Company's operations. The Company will notify employees if they qualify as key employees under the NJFLA and that leave is being denied. Nonetheless, the Company may not deny reinstatement when, in the event of a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, the family leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease. If the denial of the NJFLA leave occurs while the employee's leave already has begun, the employee must return to work within two (2) weeks.

G. Notice of Eligibility for, and Designation of, FMLA and NJFLA Leave

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

The Company may retroactively designate leave as FMLA and/or NJFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or NJFLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or NJFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or NJFLA leave.

III. Employee FMLA and/or NJFLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or NJFLA leave must timely notify the Company of their need for FMLA and/or NJFLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

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

- A condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider (FMLA only);
- They are pregnant or have been hospitalized overnight (FMLA only);
- A covered family member (including partner in a civil union and parent-in-law under NJFLA) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- The leave is due to a qualifying exigency cause by a covered military member being on active duty or called to covered active-duty status to a foreign country (FMLA only); or
- A family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

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

2. Timing of Employee Notice

Employees requesting intermittent leave under the NJFLA (whether to care for a family member with a serious health condition or to bond with a newborn child or placement for adoption/foster care) must provide 15 days advance notice from the first day of the

intermittent leave unless an emergency or other unforeseen circumstance precludes prior notice. Employees must make a reasonable effort to schedule the leave so as to not unduly disrupt the operations of the Company. Employees must, if possible, provide the Company the regular schedule of the days or days of the week on which intermittent leave will be taken prior to the commencement of the intermittent leave.

For all other reasons, employees must provide 30 days' advance notice of the need to take FMLA and/or NJFLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or NJFLA notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the

employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/NJFLA-qualifying leave. As described below, there generally are three (3) types of medical certifications: an **initial certification**, a **recertification,** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete, and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or servicemember, or where the leave is for

an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease, certification issued by a school, place of care for children, public health authority, public official, or health care provider, supporting the need for such leave. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leave that was taken because of their own serious health conditions that made them unable to perform their job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification.

D. Submit Certifications Supporting Need for Military Family Leave

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

documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and NJFLA Leave

Employees must use any accrued paid time while taking unpaid FMLA and/or NJFLA leave, except that employees will not be required to use any paid time off during any leave also covered under the New Jersey SAFE Act.

The substitution of paid time for unpaid FMLA and/or NJFLA leave time does not extend the length of FMLA and/or NJFLA leaves and the paid time will run concurrently with the employee's FMLA and/or NJFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/NJFLA leave entitlement.

F. Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee's portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If

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

[Note: If the employee is taking NJFLA leave only, the continuation requirements for group health plans under the FMLA are not applicable to group health plans covered under ERISA. Therefore, the employee who is on NJFLA-only leave likely will trigger COBRA requirements due to a reduction in hours worked. If the employer's group health plan is covered under ERISA, the employer should coordinate with their insurance broker or plan to ensure appropriate steps are taken regarding COBRA notice.]

IV. Coordination of FMLA/NJFLA Leave with Other Leave Policies

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any state or local law that provides greater family or medical leave rights such as the NJFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/NJFLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/NJFLA Leave

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

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

Section 30 - New Mexico Addendum

30-1 Pregnancy Accommodations

In compliance with New Mexico Pregnant Worker Accommodation Act, the Company will not discriminate against employees or job applicants in relation to pregnancy, childbirth and related conditions and will provide reasonable accommodation for conditions related to pregnancy, childbirth or a related condition.

Reasonable Accommodations

If employees or job applicants with a known limitation arising out of pregnancy, childbirth or a related condition make a request for reasonable accommodation, the Company will endeavor to grant the request unless the accommodation constitutes an undue hardship. Reasonable accommodations may include modification or adaptation of the work environment, work rules or job responsibilities for as long as necessary to enable employees with limitations due to pregnancy, childbirth or a related condition to perform the job that does not impose an undue hardship on the Company. The Company will not require employees to take paid or unpaid leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth or related condition.

Further, the Company will not refuse to hire, discharge, refuse to promote, demote or discriminate in matters of compensation or leave or terms, conditions or privileges of employment against any person otherwise qualified for employment on the basis of that person's pregnancy or childbirth or a related condition, including failing to treat employees or job applicants affected by pregnancy, childbirth or a related condition in the same manner as other persons similar in ability to work for all employment-related purposes, including receipt of benefits under fringe benefit programs, unless based on a bona fide occupational qualification.

Additionally, the Company will not print or circulate any statement, advertisement or publication; use any form of application for employment; or make any inquiry regarding prospective employment that expresses, directly or indirectly, any limitation, specification or discrimination as to pregnancy, childbirth or a related condition, unless based on a bona fide occupational qualification. The Company will not refuse to list, properly classify for employment or refer a person for employment in a known available job for which the person is otherwise qualified on the basis of the person's pregnancy, childbirth or related condition, unless based on a bona fide occupational qualification.

The Company reserves the right to require employees to provide medical certification concerning the need for reasonable accommodation consistent with the Company's requests for certification of other temporary disabilities.

The Company will not discharge, demote, deny promotion to or in any other way discriminate against employees in the terms or conditions of employment in retaliation for the person asserting a claim or right pursuant to the Pregnant Worker Accommodation Act, for assisting another person to assert a claim or right pursuant to the Pregnant Worker Accommodation Act, or for informing another person about employment rights or other rights provided by law. A person claiming to be aggrieved by an unlawful discriminatory practice in violation of the Pregnant Worker Accommodation Act may seek relief under the Human Rights Act.

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

30-2 Sick and Safe Time

Eligibility

the Company provides paid sick leave to employees who work in New Mexico in accordance with the Healthy Workplaces Act. For employees who work in New Mexico who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave pursuant to this policy on July 1, 2022, or at the start of employment, whichever is later. Employees accrue one (1) hour of paid sick leave for every 30 hours worked. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick leave accrues based upon that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may use paid sick leave immediately. Paid sick leave may be used in 4 hour increments. Employees may not use more than 64 hours of paid sick leave in any year.

Employees may use paid sick leave for absences due to:

1. The employee's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; and preventive medical care;
2. Care of a family member of the employee for mental or physical illness, injury or health condition; medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; and preventive medical care;
3. Meetings at the employee's child's school or place of care related to the child's health or disability; or
4. Absences necessary due to domestic abuse, sexual assault or stalking suffered by the employee or a family member of the employee provided that the leave is for the employee to:

    a. obtain medical or psychological treatment or other counseling;
    b. relocate;
    c. prepare for or participate in legal proceedings; or
    d. obtain services or assist a family member of the employee with any of the activities set forth in subparagraphs (a) through (c).

For purposes of this policy, family member includes the employee's spouse or domestic partner or a person related to the employee or the employee's spouse or domestic partner as: (1) a biological, adopted or foster child, a stepchild or legal ward or a child to whom the employee stands in loco parentis; (2) a biological, foster, step or adoptive parent or legal guardian, or a person who stood in loco parentis when the employee was a minor child; (3) a grandparent; (4) a grandchild; (5) a biological, foster, step or adopted sibling; (6) a spouse or domestic partner of a family member; or (7) an individual whose close association with the employee or the employee's spouse or domestic partner is the equivalent of a family relationship. A domestic partner includes an individual with whom another individual maintains a household and a mutual committed relationship without a legally recognized marriage.

The employee's use of paid sick leave will not be conditioned upon searching for or finding a replacement worker.

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

Notice and Documentation

When employees need to use paid sick leave, the employee or an individual acting on the employee's behalf must make an oral or written request to the employee's Supervisor to use the leave. When possible, the request must include the expected duration of the sick leave absence. When the need to use paid sick leave is foreseeable, the employee must make a reasonable effort to provide advance notice before using the paid sick leave and must make a reasonable effort to schedule use of paid sick leave in a way that does not disrupt the Company's operations. When the need to use paid sick leave is not foreseeable, the employee must notify the Employee's Supervisor as soon as practicable.

Employees may be required to provide reasonable documentation for the use of paid sick leave if the employee used paid sick leave for two (2) or more consecutive workdays. Where sick leave is requested for reasons 1 or 2 above, documentation signed by a health care professional indicating the amount of sick leave taken is necessary will be considered reasonable documentation. Where sick leave is requested for reason 4 above, the employee may provide one of the following: a police report; a court-issued document; or a signed statement by a victim services organization, clergy member, attorney, advocate, the employee, a family member or any other person. The signed statement does not have to be notarized or be in any particular format. It only needs to affirm the employee took paid sick leave for one of the purposes specified by the Act. Employees are allowed up to 14 days from the date they return to work to provide the documentation. The documentation does not need to explain the nature of any medical condition or the details of the domestic abuse, sexual assault or stalking. The Company will never delay the use of paid sick leave because the employer has not yet received documentation. All information and documentation received about the employee's reasons for taking paid sick leave is confidential. The Company will not disclose the above-referenced information except with the employee's permission or as necessary for validation of disability insurance claims, accommodations consistent with the federal Americans with Disabilities Act (ADA), as required by the Healthy Workplaces Act, or by Court Order.

Payment

Paid sick leave will be paid at the same hourly rate and with the same benefits the employee normally earns during hours worked at the time the employee uses such time, but no less than the applicable minimum wage. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up to 64 hours of accrued, unused paid sick leave to the following year. Unused paid sick leave will not be paid at separation.

Enforcement and Retaliation

Retaliation against any employee who requests or uses paid sick leave is prohibited. Employees have the right to file a complaint with the New Mexico Department of Workforce Solutions, Labor Relations Division if paid sick leave as required by law is denied or if the employee is subjected to retaliation for requesting or taking paid sick leave. The New Mexico Department of Workforce Solutions, Labor Relations Division can be reached by calling (505) 841-4400, visiting www.dws.state.nm.us or going to a New Mexico Workforce Connections Office.

Questions about rights and responsibilities under the law can be answered by Human Resources.

30-3 Bernalillo County Paid Time Off

Eligibility

The Company provides earned paid time off to eligible employees who perform 56 hours or more of work within a year in the unincorporated limits of the County of Bernalillo pursuant to the Employee Wellness Act (the "Ordinance"). Exempt employees employed in a bona fide executive, administrative, or professional capacity and forepersons, superintendents, and supervisors are not eligible for the paid time off. For employees who work in the unincorporated limits of Bernalillo County who are eligible for paid time off under the general paid time off policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid time off policy.

Grant

Employees will receive a grant of 28 hours of paid time off at the start of employment. Thereafter, at the start of the year, employees will receive a grant of 28 hours.

For purposes of this policy, the year is the consecutive 12-month period beginning October 1 and ending on September 30.

Usage

Accrued earned paid time off may be used beginning on the 90th calendar day of employment, assuming the employee has also worked 56 hours in a year. Earned paid time off leave may be used in 4 hour increments. Employees may not use more than the maximum accrual of earned paid time off in a year.

Employees may use earned paid time off for any reason.

Use of earned paid time off will not be conditioned upon searching for or finding a replacement worker.

Upon request, the Company will inform employees of the amount of earned paid time off they accrued and used.

Notice and Documentation

Requests to use earned paid time off may be made orally, in writing, or electronically (e.g., via email) by employees or a family member, caretaker, or medical professional acting on their behalf. Whenever possible, the request must include the expected duration of the absence. When the use of earned paid time off is foreseeable, such as a scheduled medical appointment or similar matters, notice must be provided to the Employee's Supervisor as soon as practicable and when possible, employees should schedule the use of earned paid time off for these purposes in a manner that does not unduly disrupt the operations of the Company. When the use of paid leave is not foreseeable due to an emergency or illness, notice to the employee's Supervisor should be provided as soon as practicable. All information the Company obtains related to the employee's reasons for taking earned paid time off will be treated as confidential and not disclosed except with the employee's permission or as necessary for validation purposes for insurance disability claims or accommodations consistent with the Americans with Disabilities Act.

Payment

Employees will receive payment for earned paid time off at the same hourly rate and with the same benefits, including health care benefits, as normally earned during hours worked. Use of earned paid time off is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Unused earned paid time may not be carried over to the next calendar year and will not be paid at separation.

Enforcement and Retaliation

Retaliation against employees for requesting or using earned paid time off for which the employee is eligible is prohibited, and employees may file a complaint with the County of Bernalillo for any violation of the Ordinance.

Employees with questions regarding this policy can contact Human Resources.

Section 31 - New York Addendum

31-1 Pregnancy Accommodations

In compliance with New York law, the Company will not discriminate against employees in relation to pregnancy, childbirth or related conditions and will endeavor to provide reasonable accommodations for any pregnancy-related conditions, unless doing so would impose an undue hardship on the operation of the Company's business.

Reasonable accommodations that may be provided include:

1. occasional breaks to rest or drink water;
2. a modified work schedule;
3. leave for related medical needs;
4. available light duty assignments; and
5. transfers away from hazardous duty.

The employee must cooperate in providing medical or other information that is necessary to verify the existence of the pregnancy-related condition or that is necessary for consideration of the accommodation. Such medical information will be kept confidential by the Company.

The Company will not require any employee to take leave because the employee is pregnant. If the employee takes medical leave due to a pregnancy-related condition or childbirth, the Company will hold the employee's job for the employee as long as the Company does for employees who take medical leave for other reasons.

The Company will not retaliate against any employee because the employee is pregnant or may become pregnant or change the terms, conditions and privileges of employment because of pregnancy, childbirth or related conditions. The Company also will not refuse to hire or to promote a candidate because the individual is pregnant or may become pregnant.

Employees with questions or concerns regarding this policy or who would like to request a reasonable accommodation pursuant to this policy should contact Human Resources.

31-2 New York City Pregnancy Accommodations

Pursuant to the New York City Human Rights Law, the Company prohibits unlawful discrimination on the basis of pregnancy or perceived pregnancy and will endeavor to reasonably accommodate the needs of the employee for pregnancy, childbirth, or related

medical condition to allow the employee to perform the essential requisites of the job, provided that such employee's pregnancy, childbirth, or related medical condition is known or should have been known by the Company, and the proposed accommodation does not impose an undue hardship on the Company.

Any employee who needs to request an accommodation due to pregnancy, childbirth, or a related medical condition should contact Human Resources. If the employee requested an accommodation but has not received an initial response within five (5) business days, the employee should contact the President.

After receiving a request for an accommodation due to pregnancy, childbirth, or a related medical condition or learning indirectly that the employee requires such an accommodation, the Company will engage in a cooperative dialogue with the employee. Even if the employee has not formally requested an accommodation, the Company, in compliance with applicable law, may initiate a cooperative dialogue under certain circumstances, such as when the Company has knowledge that the employee's performance at work has been negatively affected and also has a reasonable basis to believe that the issue is related to pregnancy, childbirth, or related medical condition.

The cooperative dialogue may take place in person, by telephone, or by electronic means. As part of the cooperative dialogue, the Company will communicate openly and in good faith with the employee in a timely manner to determine whether and how the Company may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, the Company will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. The Company is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitation.

As part of the cooperative dialogue, the Company reserves the right to request medical documentation from the employee under the following circumstances:

- when the employee requests time away from work, including for medical appointments, other than time off requested during the six- (6) to eight- (8) week period following childbirth (for recovery from childbirth); or
- when the employee requests to work from home, either on an intermittent basis or a longer-term basis.

If the Company believes that the provided documentation is insufficient, and before denying the request based on insufficient documentation, the Company reserves the right to request additional documentation from the employee or, upon the employee's

consent, speak with the health care provider who provided the documentation. If applicable, the employee whose time off is covered by the Family Medical Leave Act (FMLA) may also be required to provide medical documentation, depending on the circumstances of the leave request, pursuant to federal law.

At the conclusion of the cooperative dialogue, the Company will provide written notice to the employee in a timely manner indicating that the Company:

- will be able to offer and provide a reasonable accommodation;
- will not be able to provide a reasonable accommodation to the employee because there is no accommodation available that will not cause an undue hardship on the Company's operations; or
- will not be able to provide a reasonable accommodation to the employee because no accommodation exists that will allow the employee to perform the essential requisites of the job.

The Company will endeavor to keep confidential communications regarding requests for reasonable accommodations and all circumstances surrounding an employee's pregnancy, childbirth, or related medical condition.

Employees with questions regarding this policy should contact Human Resources.

31-3 New York City Supplemental Gender Discrimination

In accordance with New York City law, the Company prohibits unlawful discrimination in employment on the basis of gender. For purposes of this policy, gender is an individual's actual or perceived sex, gender identity and gender expression, including a person's actual or perceived gender-related self-image, appearance, behavior, expression or other gender-related characteristic regardless of the sex assigned to that person at birth.

The Company is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, accommodation requests, access to programs and facilities, employee activities and general treatment during employment.

In furtherance of this policy:

- The Company gives employees the option of indicating their preferred gender pronoun. The Company's systems allow employees to self-identify their names and genders and do not limit such identifications to male and female only.

- All employees and other individuals have access to single-sex facilities consistent with their gender identity or expression. To the extent possible, the Company provides single-occupancy restrooms and provides multi-user facilities for individuals with privacy concerns, but will not require use of a single-occupancy bathroom because an individual is transgender or gender non-conforming.
- The Company's dress code and grooming standards are gender neutral, and therefore do not differentiate or impose restrictions or requirements based on gender or sex.
- The Company evaluates all requests for accommodations (including requests for medical leaves) in a fair and non-discriminatory manner.
- Employees who engage with the public as part of their job duties are required to do so in a respectful, non-discriminatory manner by respecting gender diversity and ensuring that members of the public are not subject to discrimination (including discrimination with respect to single-sex programs and facilities).

Employees with issues or concerns regarding gender discrimination or who feel they have been subjected to such discrimination can contact Human Resources. The Company prohibits and does not tolerate retaliation against employees who report issues or concerns of gender discrimination pursuant to this policy in good faith.

31-4 Non-Harassment

It is the Company's policy to prohibit intentional and unintentional harassment of or against our employees, job applicants, and interns by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws (referred to as "protected characteristics"). The policy also protects contractors, subcontractors, vendors, consultants, or anyone else providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the Company. The Company also prohibits retaliation as defined below. All such conduct will not be tolerated by the Company.

Purpose and Goals

The Company is committed to a workplace free of harassment (including sexual harassment), discrimination, and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as remote work settings, business trips, and Company-sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party. In addition to being a violation of this policy, harassment (including sexual harassment) and retaliation based on any protected characteristic as defined by applicable federal, state, or local laws are unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted, or testified in an investigation or proceeding involving a complaint of sexual harassment are unlawful.

Sexual and other harassment, discrimination, and retaliation are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees also will learn what harassment, discrimination, and retaliation look like, what actions they can take to prevent and respond to discriminatory conduct, and how they are protected from retaliation after taking action. The policy also will explain the investigation process into any claims of harassment.

Sexual harassment is a form of workplace discrimination that subjects employees to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the Company recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace.

Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the Company to liability for the harm experienced by the targets of discrimination. Individuals may also be individually subject to liability for engaging in harassment, and employers or supervisors who fail to report or react on harassment may be liable for aiding and abetting such behavior.

Definition of Harassment

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

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

Definition of Sexual Harassment

Sexual harassment includes harassment on the basis of sex or gender (which includes pregnancy, childbirth, and related medical conditions), gender identity or gender expression (which includes transgender status), and/or sexual orientation. Sexual harassment includes unwelcome conduct, which is either of a sexual nature or which is directed at an individual because of that individual's sex or gender, gender identity or gender expression, and/or sexual orientation when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual (such as what shifts and how many hours employees might work, project assignments, as well as salary and promotion decisions); or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination, including gender-role stereotyping and treating employees differently because of their

gender. Sexual harassment does not have to be between members of the opposite sex or gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three (3) most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts, or e-mails), or physical conduct (including physically threatening another) that denigrates or shows hostility or aversion towards an individual on the basis of sex or gender, gender identity or gender expression, and/or sexual orientation. Such conduct violates this policy, even if it is not unlawful. In New York, harassment does not need to be severe or pervasive to be illegal. Generally, any behavior in which an employee or covered individual is treated worse because of their gender, sexual orientation, or gender expression is considered a violation of the Company policy. The intent of the behavior, for example, making a joke, does not neutralize a claim of harassment; in other words, not intending to harass someone is not a defense. What matters is the impact of the behavior on the individual to whom it is directed.

Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.

Examples of conduct that violate this policy include:

1. Unwelcome sexual advances, flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment. This can include sexual advances/pressure placed on a service industry

employee by customers or clients, especially in those industries where hospitality and tips are essential to the customer/employee relationship;

3. Obscene or vulgar gestures, posters, or comments;
4. Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters, and drawings (including having such materials visible in the background of a remote workspace during a virtual meeting);
7. Sexually-explicit e-mails, text messages, or voicemails;
8. Uninvited touching of a sexual nature;
9. Unwelcome sexually-related comments;
10. Conversation about one's own or someone else's sex life or romantic history;
11. Repeated requests for dates or romantic gestures, including gift-giving;
12. Conduct or comments consistently targeted at only one (1) gender, even if the content is not sexual;
13. Teasing or other conduct directed toward a person because of the person's gender, gender identity, gender expression, or sexual orientation, such as:

    - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, or name-calling;
    - Intentional misuse of an individual's preferred pronouns; or
    - Creating different expectations for individuals based on their perceived identities, such as:

        - Dress codes that place more emphasis on women's attire; or
        - Leaving parents/caregivers out of meetings;

    - Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:

        - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
        - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.

This list is just a sample of behaviors and should not be considered exhaustive. Any employee or covered individual who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it. In addition, sexual harassment is not limited to interactions in person. Sexual harassment can occur when employees are working remotely from home as well. Harassment can happen on virtual meeting platforms, in messaging apps, and during non-working hours, and regardless of whether the communication occurs on the Company-owned or personal devices.

Sexual harassment does not happen in a vacuum and discrimination experienced by employees can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Definition of Retaliation

Retaliation is prohibited. No employee or covered individual should fear reporting sexual harassment if they believe it has occurred. Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. Examples of retaliation may include but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference in a manner consistent with the Company policy or practice or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama;"
- Undermining an individual's immigration status;

- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location;
- Threats of physical violence outside of work hours; and
- Disparaging someone on social media.

Supervisory Responsibilities. Everyone must work toward preventing sexual harassment, but supervisors and managers have a special responsibility to prevent sexual harassment and discrimination. Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to President and Human Resources. Managers and supervisors should not be passive and wait for employees to make a claim of harassment. If they observe such behavior, they must act.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment discrimination can be intimidating, uncomfortable, and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention. Any employee witnessing harassment as a bystander is encouraged to report it. There are five (5) standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help:

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling, and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Reporting Procedures

If the employee believes someone has violated this policy, the employee should promptly bring the matter to the immediate attention of any member of management at the following address 5151 Belt Line Rd. #700 Dallas, TX 75254 and phone number (214) 996-9400 or to Human Resources at the following address 5151 Belt Line Rd. #700 Dallas, TX 75254 and phone number (214) 996-9400.

If the person toward whom the complaint is directed is one of the individuals indicated above, employees should contact any higher-level manager in their reporting hierarchy.

Written complaints can be submitted internally using the form provided in this handbook. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact the President immediately at the following address 5151 Belt Line Rd. #700 Dallas, TX 75254 and phone number (214) 996-9400.

Investigation Procedures

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy that is fair to all parties. To the extent possible, the Company will endeavor to keep the reporting individual's concerns confidential. However, complete confidentiality may not be possible in all circumstances. All individuals are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. The Company recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee.

Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

Upon completion of the investigation, the Company will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

In the event the Company determines that a violation of this policy has occurred, the Company will take steps to ensure a safe work environment for the individuals who experienced the complained-of conduct. The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in harassment (including sexual harassment) or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue.

Legal Protections and External Remedies

An employee or covered individual who prefers not to report harassment to their manager or employer may choose to pursue external legal remedies. Complaints may be made to both the employer and a government agency. Aside from the internal complaint process at the Company, individuals may choose to pursue external legal remedies with the following governmental entities.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Exec. Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the HRL may be filed either with the New York State Division of Human Rights (NYSDHR) or in New York State Supreme Court.

Complaints with NYSDHR may be filed any time within three (3) years of the sexual harassment or within one (1) year of any other harassment. If an individual did not file at NYSDHR, they can sue directly in state court under the HRL, within three (3) years of the alleged harassment. An individual may not file with NYSDHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend the time to file with NYSDHR or in court.

An attorney is not needed to file a complaint with NYSDHR, and there is no cost to file with NYSDHR.

NYSDHR will investigate complaints and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, NYSDHR has the power to award relief, which varies but may include requiring the employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees, punitive damages, and civil fines.

The NYSDHR has established a toll-free confidential hotline to provide counsel and assistance to individuals who believe they are experiencing workplace sexual harassment. Employees can call the toll-free sexual harassment hotline at 1-800-HARASS-3 Monday through Friday, 9:00 AM to 5:00 PM.

NYSDHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458; (718) 741-8400; www.dhr.ny.gov.

Contact NYSDHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website also has a complaint form that can be downloaded, filled out, notarized, and mailed to NYSDHR. The website also contains contact information for NYSDHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court if the EEOC closes the charge, is unable

to determine if federal employment discrimination laws may have been violated or believes that unlawful discrimination occurred but does not file a lawsuit.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov, or via email at info@eeoc.gov.

If an individual filed an administrative complaint with NYSDHR, NYSDHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, those who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the New York City Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit https://www1.nyc.gov/site/cchr/index.page.

Local Police Department Contact

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime.

Employees should contact the local police department if they wish to pursue criminal charges.

This policy is aimed at providing employees and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the HRL protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The

prevention policies outlined above should be considered applicable to all protected classes. Remember, the Company cannot remedy claimed sexual or other harassment, discrimination, or retaliation unless an employee brings these claims to the attention of management. Employees should report any conduct which they believe violates this policy.

SEXUAL AND OTHER HARASSMENT COMPLAINT FORM

If you believe that you have been subjected to sexual or other harassment, you are encouraged to complete this form and submit it to any member of management. If you are more comfortable reporting verbally or in another manner, you may do so and can follow the guidelines set forth in the Company policy. You will not be retaliated against for filing a complaint. Once a complaint is received, the Company will follow the investigation process described in our policy. **General Information**

Your Name / Job Title:

Your Department / Supervisor:

Preferred Communication Method (if via e-mail or phone, please provide contact info):

Complaint Information

1.Please tell us who you believe has violated our policy against sexual and other harassment. What is their relationship to you (e.g., Supervisor, Subordinate, Co-Worker, Other):

2.Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3.Please provide specific date(s) when the alleged sexual or other harassment occurred. Additionally, please advise if the alleged sexual or other harassment is continuing?

4.Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.

This last question is optional, but may help the investigation.

5.Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____ Date: _____

31-5 Reproductive Health Decision Making Discrimination

The Company may not:

- discriminate or take any retaliatory personnel action against employees with respect to compensation, terms, conditions or privileges of employment because of, or on the basis of, the employee's or dependent's reproductive health decision making, including but not limited to a decision to use or access a particular drug, device or medical service; or
- require employees to sign a waiver or other document that purports to deny employees the right to make their own reproductive health care decisions, including use of a particular drug, device or medical service.

The Company also may not access the employee's personal information regarding the employee's or the dependent's reproductive health decision making, including but not limited to the decision to use or access a particular drug, device or medical service without the employee's prior informed affirmative written consent.

Employees may bring a civil action in any court of competent jurisdiction against the Company for any alleged violations of this policy. In any civil action alleging a violation of this policy, the court may: award damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs incurred to a prevailing plaintiff; afford injunctive relief against the Company if it commits or proposes to commit a violation of the provisions of this policy; order reinstatement; and/or award liquidated damages equal

to 100 percent of the award for damages unless the Company proves a good faith basis to believe that its actions in violation of this policy were in compliance with the law.

Any act of retaliation for employees exercising any rights granted under this policy shall subject the Company to separate civil penalties. For the purposes of this policy, retaliation or retaliatory personnel action means discharging, suspending, demoting or otherwise penalizing employees for: making or threatening to make a complaint to the Company, co-worker or to a public body, that rights guaranteed under this policy have been violated; causing to be instituted any proceeding under or related to this policy; or providing information to or testifying before any public body conducting an investigation, hearing or inquiry into any such violation of a law, rule or regulation by the Company.

Employees with issues or concerns regarding this policy or who feel they have been subjected to any alleged violation of this policy should contact Human Resources.

31-6 New York City Temporary Schedule Change

Employees who work 80 or more hours in New York City in a calendar year and have been employed by the Company for 120 or more days are eligible for two (2) temporary changes to their work schedules each calendar year for certain "personal events."

Personal Events

A "personal event" includes the following:

- the need to care for a child under the age of 18 for whom the employee provides direct and ongoing care;
- the need to care for an individual (“care recipient”) with a disability who is a family member or who resides in the caregiver’s household for whom the employee provides direct and ongoing care to meet the needs of daily living;
- the need to attend a legal proceeding or hearing for public benefits to which the employee, a family member or the employee's minor child or care recipient is a party; or
- any other reason for which the employee may use leave under New York City’s Paid Safe and Sick Leave law.

For purposes of this policy a "family member" includes: a child (biological, adopted, or foster child, legal ward, child of the employee standing in loco parentis); a grandchild; a spouse (current or former regardless of whether they reside together); a domestic partner (current or former regardless of whether they reside together); a parent; a grandparent; a child or parent of the employee's spouse or domestic partner; a sibling

(including a half-, adopted or step-sibling); any other individual related by blood to the employee; and any individual whose close association with the employee is the equivalent of family.

Temporary Schedule Change

A temporary schedule change may last up to one (1) business day on two (2) separate occasions or up to two (2) business days on one (1) occasion each calendar year. A business day is any 24-hour period during which the employee is required to work any amount of time.

A temporary change means an adjustment to the employee's usual schedule including in the hours, times or locations the employee is expected to work. The change can include:

- using short-term unpaid leave;
- using paid time off;
- working remotely; or
- swapping or shifting working hours with a co-worker.

The Company has the option of granting unpaid leave in lieu of the temporary change requested by the employee.

Request for Schedule Change

Request for a temporary schedule change must be made orally or in writing to the Company or to the employee's direct supervisor as soon as practicable after the employee becomes aware of the need for the change. The request should include:

- the date of the temporary schedule change;
- that the change is due to a personal event; and
- proposed type of temporary schedule change (unless the employee would like to use leave without pay).

The Company will respond immediately to such requests. Assuming the employee has not exceeded the number of allowable requests and the request is for a qualifying reason, the Company will either approve the proposed type of temporary schedule change or provide leave without pay. The Company also may offer employees the ability to use paid time off. Employees will not be required to use leave under New York City’s Paid Safe and Sick Leave law for a temporary schedule change.

If the employee requested the schedule change in person or by phone, the employee must submit a written request no later than the second business day after the employee returns to work. The employee should include in the written request the date of the temporary schedule change and that the change was due to a personal event.

The Company will provide a written response to any written request for temporary schedule change within 14 days. The response will include:

- if the request was granted or denied;
- how the request was accommodated (if granted) or the reason for denial (if denied);
- number of requests the employee has made for temporary schedule changes; and
- how many days the employee has left in the year for temporary schedule changes.

Employees have the right to temporary schedule changes and may file a complaint for alleged violations of this policy and applicable law with the New York City Department of Consumer Affairs. The Company prohibits retaliation or the threat of retaliation against the employee for exercising or attempting to exercise any right provided in this policy and applicable law, or interference with any investigation, proceeding or hearing related to or arising out of employees' rights pursuant to this policy and applicable law.

Employees with questions concerning this policy should contact Human Resources.

31-7 New York City Safe and Sick Time (Includes The New York Paid Sick Leave Law)

Eligibility

The Company provides paid safe and sick time and, effective January 1, 2025, paid prenatal personal leave to employees who work in New York City. For employees who work in New York City who are eligible for sick time under the general Sick Days policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy.

Grant

Employees receive a grant of 56 hours of paid safe and sick time at the start of employment. Thereafter, at the start of each calendar year, employees receive a grant of 56 hours of safe and sick time for the year. For purposes of this policy, the calendar year is January 1 through December 31.

Usage

Employees may begin using paid safe and sick time once it is accrued. Safe and sick time may be used in a minimum increment of four (4) hours, provided this is reasonable under the circumstances. Employees may not use more than 56 hours of safe and sick time in any calendar year.

Employees may use paid safe and sick time for absences due to:

1. The employee's mental or physical illness, injury or health condition, or need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care;
2. The care of the employee's family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care;
3. Closure of the employee's place of business by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or
4. The employee or a family member being the victim of domestic violence, family offense matters, sexual offenses, stalking, or human trafficking:

    - To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from domestic violence, a family offense matter, sexual offense, stalking, or human trafficking;
    - To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or family members from future domestic violence, family offense matters, sexual offenses, stalking, or human trafficking;
    - To meet with a civil attorney or other social service provider to obtain information and advice on and prepare for or participate in any criminal or civil proceeding, including but not limited to matters related to domestic violence, a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing, or consumer credit;
    - To file a complaint or domestic incident report with law enforcement;
    - To meet with a district attorney's office;
    - To enroll children in a new school; or
    - To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or

family member or to protect those who associate or work with the employee.

For purposes of this policy, family member means a child (biological, adopted or foster child, a legal ward, or a child of the employee standing in loco parentis), spouse, domestic partner, parent (biological, foster, step, adoptive, legal guardian, or person who stood in loco parentis when the employee was a minor child), sibling (including half siblings, step siblings, or siblings related through adoption), grandchild, grandparent, the child or parent of the employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship.

Use of safe and sick time will not be conditioned upon searching for or finding a replacement worker.

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

Employees will be advised of the amount of time accrued and used during a pay period and the total balance of accrued safe and sick time available for use on the pay statement or other form of written documentation provided each pay period.

Notice and Documentation

Employees may make requests to their Supervisor to use paid safe and sick time orally or in writing.

The Company may require supporting documentation if employees use paid safe and sick time for more than three (3) consecutive workdays, to the maximum extent permitted by applicable law. Requests for documentation should not specify the reason for leave but should be limited to: (i) an attestation from a licensed medical provider supporting the existence of a need for the amount of safe and sick time taken; or (ii) an attestation from an employee of their eligibility for safe and sick time. The Company will not require the employee to pay any costs or fees associated with obtaining medical or other verification of eligibility for use of safe and sick time and will reimburse the employee to the extent the employee is charged a fee for providing supporting documentation requested by the Company.

The Company will not require the disclosure of confidential information relating to a mental or physical illness, injury, or health condition or information relating to absence from work due to domestic violence, a sexual offense, stalking, or human trafficking as a condition of providing safe and sick time. Moreover, the Company will not ask the employee to provide details about the medical condition that led the employee to use sick time or the personal situation that led the employee to use safe time. Any information the Company receives about the employee's use of safe and sick time will be kept confidential and not disclosed to anyone without the employee's written permission or as required by law.

The Company may take disciplinary action, up to and including termination, against employees who use safe and sick time provided under this policy for purposes other than those described above, to the maximum extent permitted by applicable law.

Payment

Safe and sick time will be paid at the employee's regular rate of pay at the time the employee uses such time, unless otherwise required by applicable law, but no less than the applicable minimum wage. Safe and sick time will be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used. Use of paid safe and sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over any unused sick and safe leave to the following calendar year. However, employees only may use up to 56 hours in each calendar year. Unused safe and sick time will not be paid at separation.

Effective January 1, 2025: Additional Paid Prenatal Personal Leave. In addition to safe and sick time as set forth above, employees may take up to 20 hours of paid prenatal personal leave during any 52-week calendar period. Paid prenatal personal leave may be taken in hourly increments. Paid prenatal personal leave may be used for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a health care provider related to the pregnancy. The Company will not require the disclosure of confidential information as a condition of providing paid prenatal personal leave. Paid prenatal personal leave will be paid at the employee's regular rate of pay, or the applicable minimum wage rate, whichever is greater. Use of paid prenatal personal leave is not considered hours worked for purposes of calculating overtime. Unused prenatal personal leave under this policy will not be paid at separation.

Enforcement and Retaliation

Employees have the right to request and use safe and sick time and prenatal personal leave (effective January 1, 2025) and may file a complaint for alleged violations of this policy with the New York City Department of Consumer and Workforce Protection or the New York State Department of Labor. The Company prohibits retaliation or the threat of retaliation against employees for exercising or attempting to exercise any right provided in this policy or interference with any investigation, proceeding, or hearing related to or arising out of employee rights pursuant to this policy and applicable law.

Employees with questions concerning this policy should contact Human Resources.

31-8 Westchester County Safe Time Leave

Eligibility

The Company provides safe time leave to employees who work in Westchester County for more than 90 days in a calendar year and are victims of domestic violence or human trafficking.

Available Leave

Eligible employees are entitled to take up to 40 hours of paid safe time leave in any year. For purposes of this policy, the year is the 12-month period beginning January 1 and ending on December 31.

Usage

Employees can begin to use their safe time leave immediately. Safe time leave can be taken in full days and/or in increments.

Employees who are victims of domestic violence or victims of human trafficking may use safe time leave for the following reasons:

- To attend and/or testify in criminal court proceedings relating to domestic violence or human trafficking;
- To attend and/or testify in civil court proceedings relating to domestic violence or human trafficking; or
- To move to a safe location.

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

Employees are not required, as a condition of their use of safe time leave, to search for or find another employee to work during the time of their absence.

Notice and Documentation

Notice may be given orally, in writing, or by electronic means. When possible, the request should include the expected duration of the absence. When the use of safe time leave is foreseeable, the employee shall make a good faith effort to provide notice to the employee's supervisor in advance and, when possible, shall make a reasonable effort to schedule the use of safe time leave in a manner that does not unduly disrupt the operations of the Company.

Employees may be required to provide reasonable documentation that the safe time leave has been used for one (1) of the enumerated purposes above. Documentation provided by the employee may include any one (1) of the following:

- A court appearance ticket or subpoena;
- A copy of a police report;
- An affidavit from an attorney involved in the court proceeding relating to the issue of domestic violence and/or human trafficking; or
- An affidavit from an authorized person from a reputable organization known to provide assistance to victims of domestic violence and victims of human trafficking (such as My Sisters' Place).

Payment

Safe time leave is paid at the same rate as the employee earns from employment at the time the Employee uses such time, unless otherwise required by applicable law. Use of safe time leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Unused safe time leave does not carry over from year to year and will not be paid upon separation.

Enforcement and Retaliation

Retaliation against employees who request or use safe time leave is prohibited. Employees have the right to file a complaint with the Department of Weights and Measures–Consumer Protection if they believe they have been denied safe time leave, retaliated against, or that their rights to safe time leave have been otherwise interfered with or restrained; or they may bring a civil action in the event of retaliation.

Employees with questions or concerns regarding this policy can contact Human Resources.

31-9 Lactation Accommodation

Employees have the right to express breast milk in the workplace pursuant to federal and New York law.

The Company provides employees who are nursing with paid break time for 30 minutes and permits employees to use existing paid break time or mealtime for time in excess of 30 minutes to express breast milk for the employee's nursing child each time such employee has a reasonable need to express breast milk for up to three (3) years after the birth of a child.

Upon request of the employee who chooses to express breast milk in the workplace, the Company will designate a room or other location which will be made available for use by such employee to express breast milk. Such room or other location will be a place that is:

1. In close proximity to the work area;
2. Well-lit;
3. Shielded from view; and
4. Free from intrusion from other persons in the workplace or the public.

Such room or other location will provide, at minimum, a chair, a working surface, nearby access to clean running water, and, if the workplace is supplied with electricity, an electrical outlet. The room or location provided by the Company for this purpose must not be a restroom or toilet stall.

If the sole purpose or function of such room or other location is not dedicated for use by employees to express breast milk, such room or other location will be made available to such employee when needed and will not be used for any other purpose or function while in use by the employee. The Company will provide notice to all employees as soon as practicable when such room or other location has been designated for use by employees to express breast milk.

Where compliance with the lactation room requirements set forth above is impracticable because it would impose an undue hardship on the Company by causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the Company's business, the Company will make reasonable efforts to provide a room or other location, other than a restroom or toilet stall, that is in close proximity to the work area where the employee can express breast milk in privacy.

If the workplace has access to refrigeration, the Company will extend such access to refrigeration for the purposes of storing the expressed milk.

Employees may submit a request for a room or other location for use by employees to express breast milk by contacting Human Resources. The Company will respond to such requests within five (5) business days.

Employees will not be discharged, threatened, penalized, or in any other manner discriminated against or retaliated against for exercising their rights under this policy and applicable law.

Employees should refer to the New York State Department of Labor's Policy on the Rights of Employees to Express Breast Milk in the Workplace, available at https://dol.ny.gov/system/files/documents/2024/06/p705-policy-on-the-rights-of-employees-to-express-breast-milk-in-the-workplace_-24-1.pdf, which was separately issued, for additional details.

Employees should consult Human Resources with questions regarding this policy.

31-10 New York City Lactation Accommodation

Pursuant to New York City, New York state, and federal laws, employees have a right to express breast milk in the workplace and the right to request access to a lactation room for purposes of expressing breast milk.

The Company will provide employees who are nursing with paid break time for 30 minutes and permits employees to use existing paid break time or mealtime for time in excess of 30 minutes to express breast milk for the employee's nursing child each time such employee has a reasonable need to express breast milk for up to three (3) years after the birth of a child.

The Company will provide a lactation room to such employees. For purposes of this policy, the term "lactation room" means a sanitary place, other than a restroom or toilet stall, that can be used to express breast milk shielded from view and free from intrusion and

that includes at minimum an electrical outlet, a chair, a surface on which to place a breast pump and other personal items, and nearby access to running water. Unless doing so poses an undue hardship and such undue hardship exception is permitted by applicable law, the Company will provide a lactation room in reasonable proximity to the employee's work area and a refrigerator suitable for breast milk storage also in reasonable proximity to the work area. If the room designated to serve as a lactation room is also used for another purpose, the sole function of the room will be as a lactation room while the employee is using the room to express breast milk. While the room is being used to express milk, notice will be provided that the room is given preference for use as a lactation room.

Employees may submit a request for a lactation room by contacting Human Resources. The Company will respond to such requests within five (5) business days.

If two (2) or more employees need to use the lactation room at the same time, they should contact Human Resources so that arrangements can be made to ensure all individuals have access to the lactation room amenities. Options may include finding an alternative clean space free from intrusion, sharing the space among multiple users, or creating a schedule for use.

Where compliance with the lactation room requirements set forth above is impracticable because it would impose an undue hardship on the Company by causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure the Company's business and such undue hardship exception is permitted by applicable law, the Company will make reasonable efforts to provide a room or other location, other than a restroom or toilet stall, that is in close proximity to the work area where the employee can express breast milk in privacy and otherwise engage in a cooperative dialogue with the employee to discuss reasonable alternatives with the employee in an attempt to accommodate the employee's needs.

If the workplace has access to refrigeration, the Company will extend such access to refrigeration for the purposes of storing the expressed milk.

The Company will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment, or other violations of this policy can be reported to Human Resources.

Employees should refer to the New York State Department of Labor's Policy on the Rights of Employees to Express Breast Milk in the Workplace, which was separately issued at https://dol.ny.gov/system/files/documents/2024/06/p705-policy-on-the-rights-of-employees-to-express-breast-milk-in-the-workplace_-24-1.pdf, for additional details.

Employees can contact Human Resources with questions regarding this policy.

31-11 Jury Duty Leave

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

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

The Company will compensate the juror with a fee of $40 or the juror's regular wage (whichever is lower) for the first three (3) days of jury service. Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work due to jury service.

31-12 Witness Leave

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

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

Employees that appear in court to testify as a witness or victim, or to consult with a district attorney or obtain an order of protection, will not be disciplined or discharged for their absence.

31-13 Voting Leave

Employees who are eligible to vote in an election and who do not have at least four (4) consecutive hours before or after work while polls are open may request up to two (2) hours with pay to be used at the beginning or the end of their normally scheduled workday as designated by the employer to enable them to vote.

Employees must notify the Company of their intention to take time off to vote at least two (2) working days prior to Election Day.

31-14 Statutory Short-Term Disability Benefits

The Company also provides statutory short-term disability insurance.

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

31-15 Family Military Leave

Employees who work an average of at least 20 hours per week and are spouses of military members generally are entitled to up to 10 days of unpaid leave during any period when the spouse in the military is on leave from active duty. Prior notice is requested for staffing reasons. Employees will not be retaliated against for exercising their rights under this policy.

Leave runs concurrently with FMLA Qualifying Exigency leave to the extent both are applicable.

31-16 State Paid Family Leave

Eligibility Requirements

Employees who have a regular work schedule of 20 or more hours per week and have been employed at least 26 consecutive weeks before the date Paid Family Leave (PFL) begins (or who have a regular work schedule of less than 20 hours per week and have worked at least 175 days to the date PFL begins) are eligible for PFL. Paid time off can be counted toward the employee's eligibility determination. Employees are eligible for PFL regardless of citizenship and/or immigration status. Employees have the option to file a waiver of PFL and therefore not be subject to deductions when their regular employment schedule is:

- 20 or more hours per week but the employee will not work 26 consecutive weeks; or
- Fewer than 20 hours per week and the employee will not work 175 days in a 52-consecutive-week period.

Entitlement

PFL is available to eligible employees for up to 12 weeks within any 52-consecutive-week period. PFL is available for any of the following reasons:

- To participate in providing care, including physical or psychological care, for the employee's family member (child, spouse, domestic partner, parent, sibling, grandchild, or grandparent) with a serious health condition;
- To bond with the employee's child during the first 12 months after the child's birth, adoption, or foster care placement; or
- For qualifying exigencies, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee's spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

For purposes of this policy, family member includes the employee's child, spouse, domestic partner, parent, grandchild, grandparent, or sibling "Child" means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands *in loco parentis*. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child. "Grandchild" means a child of the employee's child. "Grandparent" means a parent of the employee's parent. "Sibling" means a biological or adopted sibling, a half-sibling, or stepsibling.

The 52-consecutive-week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

PFL benefits are financed solely through employee contributions via payroll deductions.

The weekly monetary benefit will be 67 percent of the employee's average weekly wage up to 67 percent of the state average weekly wage.

The Company and the employee may agree to allow the employee to supplement PFL benefits up to their full salary with paid time off, to the maximum extent permitted by applicable law.

The employee who is eligible for both statutory short-term disability benefits and PFL during the same period of 52-consecutive-calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently. If the employee is unable to work and qualifies for workers' compensation benefits, the employee may not use PFL benefits at the same time the employee is receiving workers' compensation benefits. The employee receiving reduced earnings may be eligible for PFL.

PFL may <u>not</u> be taken for any one of, or for a combination of, the following reasons:

- For a birth mother's pregnancy or prenatal conditions;
- For the employee's own health condition; and/or
- For the employee's own qualifying military event.

Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition, including transplantation, preparation, and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider.

Use of Leave

The employee does not need to use this leave entitlement in one (1) block. Leave can be taken intermittently in daily increments. Leave taken on an intermittent basis will not result in a reduction of the total amount of leave to which the employee is entitled beyond the amount of leave actually taken.

Employee Responsibilities

The employee must provide 30 days' advance notice before the date leave is to begin if the qualifying event is foreseeable. When 30 days' notice is not practicable for reasons such as a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. Failure by the employee to give 30 days' advance notice of a foreseeable event may result in partial denial of the employee's benefits for a period of up to 30 days from the date notice is provided.

Employees must provide sufficient information to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. Employees must specifically identify the type of family leave requested. Employees also must provide medical certifications and periodic recertification or other supporting documentation or certifications supporting the need for leave. The employee requesting PFL must submit a completed Request for Paid Family Leave or PFL-1 form and additional certification form(s) as follows to the Company's insurance carrier: 1) Bonding Certification: PFL-2 Form plus documentation; 2) Health Care Provider Certification: PFL-4 Form plus Personal Health Information (PHI) Release (PFL-3 Form); or 3) Military Qualifying Event: PFL-5 Form plus documentation. These documents are available from Human Resources.

The Company’s insurance carrier is United HealthCare Choice Plus.

To submit a request for PFL, employees must complete the employee's portion of the insurance carrier's PFL-1 Form and submit it to Human Resources. The Company will complete its section of the form and will return it to the employee within three (3) business days. If the Company fails to respond, employees may submit all materials directly to the insurance carrier. Depending on the type of PFL leave employees are seeking, employees will be required to complete additional PFL forms as described in the communication that employees will receive from the insurance carrier. Employees must submit the completed PFL forms before or within 30 days after the start of their leave. The insurance carrier must pay or deny leave requests within 18 calendar days of receiving the employee's completed forms.

Job Benefits and Protection

During any PFL taken pursuant to this policy, the Company will maintain coverage under any existing group health insurance benefits plan as if the employee had continued to work. The employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company's obligation to maintain health insurance coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

Employees who exercise their right to PFL will, upon the expiration of that leave, be entitled to be restored to the position they held when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued before the date on which the leave commenced. While on PFL, employees will not continue to accrue sick or vacation time.

Leave Concurrent with FMLA

The Company will require the employee, who is entitled to leave under both the FMLA and PFL, to take PFL concurrently with any leave taken pursuant to the FMLA. When the total hours taken for FMLA in less than full-day increments reach the number of hours in the employee's usual workday, the Company may deduct one (1) day of PFL from the employee's annual available PFL.

Questions and/or Complaints About PFL

If employees have any questions regarding this policy, they should contact Human Resources. For additional information concerning leave entitlements and obligations that might arise when PFL is either not available or exhausted, employees should consult the Company's other leave policies or contact Human Resources. The Company is committed to complying with the PFL and will interpret and apply this policy in a manner consistent with the PFL. Employees who disagree with a denial of their claim for PFL may submit their dispute to arbitration. Employees will be provided with information about how to request arbitration.

Employees are protected from discrimination and retaliation for requesting or taking PFL. If employees believe their rights have been violated and/or they have been denied job restoration as a result of requesting and/or taking PFL, they must send Human Resources a formal request for job reinstatement using the Formal Request for Reinstatement Regarding Paid Family Leave (Form PFL-DC-119), which can be found in the forms section of https://www.ny.gov/PaidFamilyLeave. Employees must file the completed form with the Company and send a copy to: Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030.

If the Company does not comply with the employee's request for reinstatement within 30 days, the employee may file a PFL discrimination complaint with the Workers' Compensation Board using the Paid Family Leave Discrimination Complaint (Form PFL-DC-120), which is also available on the New York PFL website. Once the employee's complaint is received, the Board will assemble the employee's case and schedule a preliminary hearing in front of a workers' compensation law judge.

31-17 Receipt of Non-Harassment Policy

It is the Company's policy to prohibit intentional and unintentional harassment of or against our employees, job applicants, and interns by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws (referred to as "protected characteristics"). The policy also protects contractors, subcontractors, vendors, consultants, or anyone else providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the Company. The Company also prohibits retaliation as defined below. All such conduct will not be tolerated by the Company.

Purpose and Goals

The Company is committed to a workplace free of harassment (including sexual harassment), discrimination, and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as remote work settings, business trips, and Company-sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party. In addition to being a violation of this policy, harassment (including sexual harassment) and retaliation based on any protected characteristic as defined by applicable federal, state, or local laws are unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted, or testified in an investigation or proceeding involving a complaint of sexual harassment are unlawful.

Sexual and other harassment, discrimination, and retaliation are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees also will learn what harassment, discrimination, and retaliation look like, what actions they can take to prevent and respond to discriminatory conduct, and how they are protected from retaliation after taking action. The policy also will explain the investigation process into any claims of harassment.

Sexual harassment is a form of workplace discrimination that subjects employees to inferior conditions of employment due to their gender, gender identity, gender

expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the Company recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace.

Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the Company to liability for the harm experienced by the targets of discrimination. Individuals may also be individually subject to liability for engaging in harassment, and employers or supervisors who fail to report or react on harassment may be liable for aiding and abetting such behavior.

Definition of Harassment

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

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

Definition of Sexual Harassment

Sexual harassment includes harassment on the basis of sex or gender (which includes pregnancy, childbirth, and related medical conditions), gender identity or gender

expression (which includes transgender status), and/or sexual orientation. Sexual harassment includes unwelcome conduct, which is either of a sexual nature or which is directed at an individual because of that individual's sex or gender, gender identity or gender expression, and/or sexual orientation when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual (such as what shifts and how many hours employees might work, project assignments, as well as salary and promotion decisions); or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination, including gender-role stereotyping and treating employees differently because of their gender. Sexual harassment does not have to be between members of the opposite sex or gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three (3) most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts, or e-mails), or physical conduct (including physically threatening another) that denigrates or shows hostility or aversion towards an individual on the basis of sex or gender, gender identity or gender expression, and/or sexual orientation. Such conduct violates this policy, even if it is not unlawful. In New York, harassment does not need to be severe or pervasive to be illegal. Generally, any behavior in which an employee or covered individual is treated worse because of their

gender, sexual orientation, or gender expression is considered a violation of the Company policy. The intent of the behavior, for example, making a joke, does not neutralize a claim of harassment; in other words, not intending to harass someone is not a defense. What matters is the impact of the behavior on the individual to whom it is directed.

Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.

Examples of conduct that violate this policy include:

1. Unwelcome sexual advances, flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment. This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially in those industries where hospitality and tips are essential to the customer/employee relationship;
3. Obscene or vulgar gestures, posters, or comments;
4. Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters, and drawings (including having such materials visible in the background of a remote workspace during a virtual meeting);
7. Sexually-explicit e-mails, text messages, or voicemails;
8. Uninvited touching of a sexual nature;
9. Unwelcome sexually-related comments;
10. Conversation about one's own or someone else's sex life or romantic history;
11. Repeated requests for dates or romantic gestures, including gift-giving;
12. Conduct or comments consistently targeted at only one (1) gender, even if the content is not sexual;
13. Teasing or other conduct directed toward a person because of the person's gender, gender identity, gender expression, or sexual orientation, such as:

    - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, or name-calling;

- Intentional misuse of an individual's preferred pronouns; or
- Creating different expectations for individuals based on their perceived identities, such as:

    - Dress codes that place more emphasis on women's attire; or
    - Leaving parents/caregivers out of meetings;

- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:

    - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
    - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.

This list is just a sample of behaviors and should not be considered exhaustive. Any employee or covered individual who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it. In addition, sexual harassment is not limited to interactions in person. Sexual harassment can occur when employees are working remotely from home as well. Harassment can happen on virtual meeting platforms, in messaging apps, and during non-working hours, and regardless of whether the communication occurs on the Company-owned or personal devices.

Sexual harassment does not happen in a vacuum and discrimination experienced by employees can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of

how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Definition of Retaliation

Retaliation is prohibited. No employee or covered individual should fear reporting sexual harassment if they believe it has occurred. Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. Examples of retaliation may include but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference in a manner consistent with the Company policy or practice or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama;"
- Undermining an individual's immigration status;
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location;
- Threats of physical violence outside of work hours; and
- Disparaging someone on social media.

Supervisory Responsibilities. Everyone must work toward preventing sexual harassment, but supervisors and managers have a special responsibility to prevent sexual harassment and discrimination. Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to (the President). Managers and supervisors should not be passive and wait for employees to make a claim of harassment. If they observe such behavior, they must act.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment discrimination can be intimidating, uncomfortable, and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure

workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention. Any employee witnessing harassment as a bystander is encouraged to report it. There are five (5) standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help:

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling, and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Reporting Procedures

If the employee believes someone has violated this policy, the employee should promptly bring the matter to the immediate attention of any member of management at the following address 5151 Belt Line Rd. #700 Dallas, TX 75254 and phone number (214) 996-9400 or to Human Resources at the following address 5151 Belt Line Rd. #700 Dallas, TX 75254 and phone number (214) 996-9400.

If the person toward whom the complaint is directed is one of the individuals indicated above, employees should contact any higher-level manager in their reporting hierarchy.

Written complaints can be submitted internally using the form provided in this handbook. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact the President immediately at the following address 5151 Belt Line Rd. #700 Dallas, TX 75254 and phone number (214) 996-9400.

Investigation Procedures

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy that is fair to all parties. To the extent possible, the Company will endeavor to keep the reporting individual's concerns confidential. However, complete confidentiality may not be possible in all circumstances. All individuals are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. The Company recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

Upon completion of the investigation, the Company will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

In the event the Company determines that a violation of this policy has occurred, the Company will take steps to ensure a safe work environment for the individuals who experienced the complained-of conduct. The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in harassment (including sexual harassment) or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue.

Legal Protections and External Remedies

An employee or covered individual who prefers not to report harassment to their manager or employer may choose to pursue external legal remedies. Complaints may be made to both the employer and a government agency. Aside from the internal complaint process at the Company, individuals may choose to pursue external legal remedies with the following governmental entities.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Exec. Law, art. 15, § 290 et seq., applies to all employers in New York with regard to sexual harassment, and protects employees paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the HRL may be filed either with the New York State Division of Human Rights (NYSDHR) or in New York State Supreme Court.

Complaints with NYSDHR may be filed any time within three (3) years of the sexual harassment or within one (1) year of any other harassment. If an individual did not file at NYSDHR, they can sue directly in state court under the HRL, within three (3) years of the alleged harassment. An individual may not file with NYSDHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend the time to file with NYSDHR or in court.

An attorney is not needed to file a complaint with NYSDHR, and there is no cost to file with NYSDHR.

NYSDHR will investigate complaints and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, NYSDHR has the power to award relief, which varies but may include requiring the employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees, punitive damages, and civil fines.

The NYSDHR has established a toll-free confidential hotline to provide counsel and assistance to individuals who believe they are experiencing workplace sexual harassment. Employees can call the toll-free sexual harassment hotline at 1-800-HARASS-3 Monday through Friday, 9:00 AM to 5:00 PM.

NYSDHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458; (718) 741-8400; www.dhr.ny.gov.

Contact NYSDHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website also has a complaint form that can be downloaded, filled out, notarized, and mailed to NYSDHR. The website also contains contact information for NYSDHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated or believes that unlawful discrimination occurred but does not file a lawsuit.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov, or via email at info@eeoc.gov.

If an individual filed an administrative complaint with NYSDHR, NYSDHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, those who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the New York City Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit https://www1.nyc.gov/site/cchr/index.page.

Local Police Department Contact

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime.

Employees should contact the local police department if they wish to pursue criminal charges.

This policy is aimed at providing employees and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the HRL protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes. Remember, the Company cannot remedy claimed sexual or other harassment, discrimination, or retaliation unless an employee brings these claims to the attention of management. Employees should report any conduct which they believe violates this policy.

SEXUAL AND OTHER HARASSMENT COMPLAINT FORM

If you believe that you have been subjected to sexual or other harassment, you are encouraged to complete this form and submit it to any member of management. If you are more comfortable reporting verbally or in another manner, you may do so and can follow the guidelines set forth in the Company policy. You will not be retaliated against for filing a complaint. Once a complaint is received, the Company will follow the investigation process described in our policy.

General Information

Your Name / Job Title:

Your Department / Supervisor:

Preferred Communication Method (if via e-mail or phone, please provide contact info):

Complaint Information

1.Please tell us who you believe has violated our policy against sexual and other harassment. What is their relationship to you (e.g., Supervisor, Subordinate, Co-Worker, Other):

2.Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3.Please provide specific date(s) when the alleged sexual or other harassment occurred. Additionally, please advise if the alleged sexual or other harassment is continuing?

4.Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.

This last question is optional, but may help the investigation.

5.Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____ Date: _____

I have read and I understand the Company's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Section 32 - North Carolina Addendum

32-1 School Attendance Leave

The Company will grant employees who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 12-month period to participate in activities at their children's school. Forty-eight hours' written advance notice is required. The leave shall occur at a time mutually agreed upon by the employee and the Company. The Company may require verification of the employee's participation in the school activities. Employees must first use accrued paid time off for this purpose.

Section 33 - Oregon Addendum

33-1 Workplace Accommodations

The Company is an equal opportunity employer and does not discriminate on the basis of race, religion, color, sex, age, national origin, disability, veteran status, sexual orientation, gender identity, gender expression or any other classification protected by law.

The Company will make reasonable accommodations for known physical or mental disabilities of an applicant or employees as well as known limitations related to pregnancy, childbirth or a related medical condition, such as lactation, unless the accommodation would cause an undue hardship.

Among other possibilities, reasonable accommodations could include:

- acquisition or modification of equipment or devices;
- more frequent or longer break periods or periodic rest;
- assistance with manual labor; or
- modification of work schedules or job assignments.

Employees and job applicants have a right to be free from unlawful discrimination and retaliation.

For this reason, the Company will not:

- deny employment opportunities on the basis of a need for reasonable accommodation;
- deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship;
- take an adverse employment action, discriminate or retaliate because the applicant or employee has inquired about, requested or used a reasonable accommodation;
- require an applicant or employee to accept an accommodation that is unnecessary; or
- require the employee to take family leave or any other leave, if the Company can make reasonable accommodation instead.

Any employee who has questions about the policy or who would like to request an accommodation due to physical or mental disabilities, pregnancy, childbirth or a related medical condition should contact the Employee's Supervisor. If that person is unavailable, please contact Human Resources or the President.

33-2 Non-Harassment and Discrimination

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

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

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Sexual Assault Defined

Sexual assault, defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation, also is specifically prohibited.

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

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to Human Resources. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the President at 5151 Belt Line Rd., #700, Dallas, TX 75254 or (214) 996-9400. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

All employees are encouraged to document any incidents involving discrimination, harassment and sexual assault as soon as possible.

Investigation Procedures

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

Nondisclosure and Nondisparagement Agreements

The Company may not require or coerce employees to enter into a nondisclosure or nondisparagement agreement concerning harassment, discrimination or sexual assault. A nondisclosure agreement is an agreement wherein a party agrees to not share information with others regarding the subject of the agreement. A nondisparagement agreement is an agreement wherein a party agrees not to criticize or bring negative attention to the other party.

Employees may voluntarily choose to enter into an agreement regarding harassment, discrimination or sexual assault that contains a nondisclosure agreement, nondisparagement agreement or an agreement prohibiting the employee from seeking reemployment with the Company, and the employee will have seven (7) days to revoke the agreement after it has been executed.

Time Period To Bring a Legal Claim

Under Oregon law, an individual has five (5) years from the date of an act of unlawful harassment or discrimination to file a claim. This time period applies to acts of unlawful harassment or discrimination occurring on or after September 29, 2020. An individual has one (1) year to file a claim regarding acts of unlawful harassment or discrimination occurring before these dates.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

33-3 Sick and Safe Time

Eligibility

The Company provides paid sick time to employees who work in Oregon. For employees whose primary place of work is in Oregon and who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees may earn 1.33 hours for every 40 hours worked. Annual accrual cap is 40 hours. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Each employee will be notified in writing at least quarterly of the amount of accrued and unused paid sick time available for use by the employee.

Usage

Employees may begin using accrued paid sick time on the 91st calendar day of employment. Paid sick time may be used in hourly increments. The employee may not use more than 40 hours of accrued paid sick time in any year.

The employee may use paid sick time for the following reasons:

1. For the employee's or a family member's mental or physical illness, injury, or health condition; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for preventive medical care;
2. *Until July 1, 2024,* for any covered purpose under the Oregon Family Leave Act:

    a. To recover from or seek treatment for a serious health condition, as defined under Oregon law, that renders the employee unable to perform at least one (1) of the essential functions of the employee's regular position;
    b. To care for a family member with a serious health condition, as defined under Oregon law;
    c. To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability, within 12 months after the child's birth or placement;
    d. To care for a child who is suffering from an illness, injury, or condition that is not a serious health condition but that requires home care; or
    e. For bereavement purposes, e.g., to deal with the death of a family member by attending a funeral (or alternative to a funeral), making related arrangements or grieving, within 60 days of the date on which the employee received notice of the death of the family member;

3. *Effective July 1, 2024,* for any covered purpose under the Oregon Family Leave Act:

    a. For an illness, injury, or condition related to the employee's pregnancy or childbirth that disables the employee from performing any available job duties;
    b. To care for a child of the employee who is suffering from an illness, injury, or condition requiring home care or who requires home care due to the closure of the child's school or childcare provider as a result of a public health emergency ("Sick Child Leave"); and
    c. To deal with the death of a family member by:

        i. Attending the funeral (or alternative) of the family member;

ii. Making arrangements necessitated by the death of a family member; or
iii. Grieving the death of a family member.

4. For reasons relating to domestic violence, harassment, sexual assault, bias crime, or stalking of the employee or the employee's minor child or dependent in accordance with Oregon law, such as:

    a. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other related civil or criminal legal proceedings;
    b. To seek medical treatment for or to recover from related injuries;
    c. To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional;
    d. To obtain services from a victim services provider; or
    e. To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent;

5. In the event of a public health emergency, which includes, but is not limited to:

    a. Closure of the employee's place of business or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
    b. A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member;
    c. The exclusion of the employee from the workplace under any law or rule that requires the Company to exclude the employee from the workplace for health reasons;
    d. An emergency evacuation order of level 2 (SET) or level 3 (GO) issued by a public official with the authority to do so, if the affected area subject to the order includes either the location of the Company's place of business or the employee's home address; or
    e. A determination by a public official with the authority to do so that the air quality index or heat index are at a level where continued exposure to such levels would jeopardize the health of the employee.

6. *Until July 1, 2024,* for any covered purpose under the Oregon Paid Family and Medical Leave law ("Paid Leave Oregon"):

    a. To care for and bond with a child during the first year after the child's birth or arrival through adoption or foster care placement;
    b. To care for a family member who has a serious health condition;
    c. For the employee's own serious health condition; or
    d. For the employee who is the victim of domestic violence, harassment, sexual assault, or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault, or stalking to seek, on the employee's behalf or on behalf of employee's minor child or dependent, legal, medical, mental health, or victim services; law enforcement assistance; or remedies related to domestic violence, harassment, sexual assault, or stalking.

7. *Effective July 1, 2024,* for any covered purpose under the Oregon Paid Family and Medical Leave law ("Paid Leave Oregon"):

    a. To care for and bond with a child during the first year after the child's birth or arrival through adoption or foster care placement;
    b. To care for a family member who has a serious health condition;
    c. For the employee's own serious health condition;
    d. For the employee who is the victim of domestic violence, harassment, sexual assault, stalking, or bias crime, or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault, stalking, or bias crime to seek, on the employee's behalf or on behalf of employee's minor child or dependent, legal, medical, mental health, or victim services; law enforcement assistance; or remedies related to domestic violence, harassment, sexual assault, or stalking; or
    e. *Effective January 1, 2025,* to effectuate the legal process required for placement of a foster child or the adoption of a child.

For purposes of this policy, "family member" includes an individual who is related by affinity to the employee or an individual who is the employee's spouse or domestic partner; child or the child's spouse or domestic partner; parent or the parent's spouse or domestic partner; sibling, stepsibling, or the sibling's or stepsibling's spouse or domestic partner; grandparent or the grandparent's spouse or domestic partner; or grandchild or the grandchild's spouse or domestic partner. "Parent" includes the employee's biological parent, adoptive parent, stepparent, current or former foster parent, a person who was or is the employee's legal guardian or with whom the employee was or is in a relationship of in loco parentis, or the parent of the employee's spouse or domestic partner.

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

Notice and Documentation

For foreseeable absences, employees must comply with the Company's usual and customary notice and procedural requirements when requesting time off pursuant to this policy. Employees must make a reasonable attempt to schedule the use of paid sick time in a manner that does not unduly disrupt the Company's operations. If possible, employees must include the anticipated duration of their absence when requesting paid sick time and must inform the Company of any change in the expected duration of the absence. If the need to use paid sick time is unforeseeable (such as a sudden illness, an emergency, or an accident), notice to their Supervisor is required before the start of the employee's shift or, when circumstances prevent such notice, as soon as practicable.

If the employee takes more than three (3) consecutively scheduled workdays of paid sick time for reasons (1) through (4) above, documentation of the need for the paid sick time may be required in the form of verification from a health care provider or certification such as:

- A copy of a police report indicating that the employee or the employee's minor child or dependent was a victim of domestic violence, harassment, sexual assault, or stalking;
- A copy of a protective order or other evidence from a court, administrative agency or attorney that the employee appeared in or was preparing for a civil, criminal, or administrative proceeding related to domestic violence, harassment, sexual assault, or stalking; or
- Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy, or victim services provider that the employee or the employee's minor child or dependent was undergoing treatment or counseling, obtaining services, or relocating as a result of domestic violence, harassment, sexual assault, or stalking.

If foreseeable paid sick time is projected to last more than three (3) scheduled workdays, the verification/certification which may be requested above should be provided before the paid sick time commences or as soon as otherwise practicable. If the employee needs to take paid sick time but was not able to provide prior notice, medical verification permitted under this policy must be provided to the Company within 15 calendar days of the request for such verification. Certification for paid sick time used for reason (4)

(above) must be provided within a reasonable time after the request for such certification.

When the employee uses paid sick time to care for a family member who is related by affinity, the Company may require the employee to attest in writing that the employee and the person cared for have a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. To the extent the Company requires a written attestation, the Company will provide an attestation form to the employee.

Payment

Sick time will be paid at the regular hourly rate that the employee earns for the workweek in which paid sick time was used, which will be no less than the applicable minimum wage rate. The Company reserves the right to delay payment for paid sick leave if the employee fails to provide verification or certification within the required timeframe. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Paid sick time is accrued and may not be carried over to the next year. Accrued but unused paid sick time under this policy will not be paid at separation.

Enforcement and Retaliation

The Company will not deny, interfere with, restrain, or fail to pay for sick time to which the employee is entitled pursuant to this policy and/or applicable law, or retaliate or discriminate against the employee who requests or takes time off pursuant to this policy or participates in any manner in an investigation, proceeding, or hearing related to this policy and/or applicable law. Employees may file a complaint with the Commissioner of the Bureau of Labor and Industries.

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

33-4 Lactation Breaks

Subject to certain exceptions where permitted by applicable law, employees who are nursing may take a reasonable rest period to express milk each time they have a need to express milk for their child who is 18 months of age or younger. The employee will, if feasible, take the rest periods to express milk at the same time as the rest periods or meal

periods that are otherwise provided to the employee. The Company will make reasonable efforts to provide a location, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk in private. Employees will not be retaliated against for exercising their rights under this policy.

Employees should advise management if they need break time and an area for this purpose. Employees can consult Human Resources with questions regarding this policy.

33-5 Meals and Rest Periods (for Non-Exempt Employees)

Rest Breaks

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

Rest breaks should be taken approximately in the middle of each work period of four (4) hours or major fraction thereof as is feasible. Employees are paid for all rest break periods and do not need to clock out when taking a rest break. Rest breaks may not be added to the usual meal period or deducted from the beginning or end of the work period to reduce the overall length of the total work period. Each rest break must be a separate break meeting the requirements described above. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

Employees are required to take all rest breaks, and employees who refuse to do so will be subject to discipline, up to and including termination.

Meal Periods

Non-exempt employees who work more than six (6) hours in a workday are required to take an unpaid, off-duty and uninterrupted meal period of at least 30 minutes. No meal period is required if the work period is less than six (6) hours. For employees who work a shift of seven (7) hours or less, the meal break must occur between the second and fifth hours of the shift. For employees who work more than seven (7) hours, the break must

take place between the third and sixth hours of the shift. Employees are responsible for scheduling their own meal period but should confirm them with their supervisor(s).

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

Those employees who use a time clock must clock out for their meal periods. Employees are required to clock back in and promptly return to work at the end of any meal period. Employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period. Employees are to immediately notify Human Resources if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period.

No Working During Rest Breaks and Meal Periods

Non-exempt employees are completely relieved of all work duties during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside employees' work areas, such as in a break room. Employees may not leave the premises during rest breaks and meal periods. Employees are not expected to remain "on call" or available to respond to messages, monitor radios, telephones, email, or other devices during meal periods and rest breaks. Employees should not visit or socialize with employees who are working while taking their rest break or meal period. Employees are required to take all mandated breaks. Failure to do so may request in discipline, up to and including termination.

Employees are required to notify Human Resources immediately if they believe they are being pressured or coerced by any supervisor or other employee to forego any portion of a provided rest break or meal period.

Summary Chart

Below is a chart that generally summarizes the number of rest breaks and meal periods provided to employees.

Hours of Work	Rest Breaks	Meal Breaks
2 hours or less	0	0
2 hours 1 min - 5 hours 59 min	1	0
6 hours	1	1

Hours of Work	Rest Breaks	Meal Breaks
6 hours 1 min - 10 hours	2	1
10 hours 1 min - 13 hours 59 min	3	1
14 hours	3	2
14 hours 1 min - 18 hours	4	2
18 hours 1 min - 21 hours 59 min	5	2
22 hours	5	3
22 hours 1 min - 24 hours	6	3

33-6 Bone Marrow Donation Leave

Employees who work 20 or more hours per week are entitled to up to 40 hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.

33-7 Paid Family and Medical Leave

Eligibility Requirements

Eligible Oregon employees may apply for paid family leave, medical leave, or safe leave (collectively "PFML"). Eligibility for PFML and the amount of benefits is determined by statute and the Oregon Employment Department (OED), not the Company. Currently, employees who earned at least $1,000 in wages in the base year and paid program contributions during the base year are eligible. All employees are required to contribute to the Paid Leave Oregon Fund and will be subject to payroll deductions not to exceed the maximum rate established by law.

Entitlement

All eligible employees who meet the statutory contribution requirements are entitled to initiate a claim with the OED and, if the claim is approved, to receive PFML. PFML benefits are available for up to 12 weeks per benefit year (as determined by the OED) for any of the following purposes, in any combination:

1. To care for and bond with a child during the first year after the child's birth or arrival through adoption or foster care placement ("Family Leave");
2. To care for a family member who has a serious health condition ("Family Leave");
3. For employees' own serious health condition ("Medical Leave");

4. For employees who are the victim of domestic violence, harassment, sexual assault, stalking, or bias crime or are the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault, stalking, or bias crime to seek, on the employee's behalf or on behalf of employee's minor child or dependent, legal, medical, mental health, victim services, or law enforcement assistance or remedies related to domestic violence, harassment, sexual assault, stalking, or bias crime ("Safe Leave"); or
5. Effective January 1, 2025, to effectuate the legal process required for placement of a foster child or the adoption of a child ("Family Leave").

Eligible employees may be eligible for up to two (2) weeks of additional paid leave for a birthing parent (as determined by the OED) for limitations related to pregnancy, childbirth, or a related medical condition, including but not limited to lactation, for a total amount of leave, not to exceed 14 weeks per benefit year.

"Family member" for purposes of this policy includes the employee's spouse or domestic partner, and employee's spouse's or domestic partner's child, parent, sibling, sibling's spouse, grandparent, grandchild, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

"Serious health condition" for purposes of this policy means:

1. An illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility;
2. An illness, disease, or condition that in the medical judgment of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
3. Any period of disability due to pregnancy or period of absence for prenatal care; or
4. Any period of absence for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.

Benefits under this policy are in addition to any paid sick time available under Oregon law or the Company's sick time, vacation and other paid time off policies. Employees may supplement PFML benefits with accrued paid sick time, a vacation and other paid time off available, but in no event may the employee’s wages exceed 100 percent of the "eligible employee's average weekly wage" (as determined by the OED) during the period of leave. The Company reserves the right to determine the order in which the employee uses accrued paid sick time, vacation, or other paid time off when more than one (1) type of

accrued leave is available. PFML benefits are not available for any week in which the employee is eligible to receive workers' compensation or unemployment benefits.

Use of PFML

The employee does not need to use this PFML entitlement in one (1) block. In general, PFML benefits may be claimed for leave that is taken in increments equivalent to one (1) workday or one (1) workweek.

Filing Claims with the OED

To submit a claim for benefits, employees should visit paidleave.oregon.gov or request a paper application from the OED. For additional information on the claim process, please visit https://paidleave.oregon.gov/employees/overview.html. If the employee's PFML claim is denied, the OED will issue a decision explaining the reasons for the denial. Employees may request reconsideration and/or appeal the OED's decision denying benefits by following the procedures adopted by the OED. The OED is solely responsible for determining if employees are eligible for benefits. The Company will separately consider the employee's application for family medical leave.

Employee Notice to the Company

Employees must provide notice, including an explanation of the need for leave, to Human Resources before commencing a period of PFML. Any health information submitted to the Company for purposes of PFML or any other purpose will be kept confidential in accordance with applicable law.

When the PFML absence is foreseeable, employees must provide written notice at least 30 days before commencing a period of PFML leave. If the reasons for taking PFML are not foreseeable, the employee must provide oral notice within 24 hours of commencing leave and must provide written notice within three (3) days after commencing leave. If the employee is unable to provide oral notice personally, notice may be provided by another responsible party, such as the employee's spouse, neighbor, or coworker. Failure to provide notice as required may result in a reduction of PFML benefits in addition to other discipline, up to and including termination.

Interaction with Other Leave Policies

Leave taken pursuant to PFML will run concurrently with leave taken under other applicable state and federal leave laws, including without limitation the federal Family and Medical Leave Act of 1993, when the leave is for a qualified reason under those laws.

Job Benefits and Protection

Employees taking PFML will retain their benefits and seniority status during the period of leave. During PFML leave, the Company will maintain health coverage under any employment-related health insurance on the same terms and conditions as if the employee had continued to work. The employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

Any leave taken pursuant to this policy will be considered an excused leave of absence and will not count for purposes of considering the employee's attendance under the Company's absence control policies. Employees who have worked for the Company for at least 90 days before commencing PFML will be returned to the same position they held at the commencement of leave, unless that position was eliminated during the leave. In the event the employee's position is eliminated, the employee will be returned to an available equivalent position. If an equivalent position is not available at the employee's original job site, the Company will offer the employee available positions at alternative job sites located within a 50-mile radius. Otherwise, employees taking PFML are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws.

Questions and/or Complaints about PFML Leave

If employees have questions regarding this PFML policy, they should contact Human Resources. For questions about determinations by the OED on leave eligibility, entitlement, and/or benefits, please contact the OED directly. The Company is committed to complying with the PFML and, whenever necessary, shall interpret and apply this policy in a manner consistent with the PFML.

The PFML makes it unlawful for employers to discriminate, retaliate, threaten to retaliate, or interfere with the exercise of any rights under the PFML. In addition, employers may not retaliate or threaten to retaliate against any person who has filed a complaint, has caused a complaint to be filed, has or will participate or testify in proceeding relating to a violation of the PFML, or has given or is about to give information connected to a proceeding relating to a violation of the PFML. If employees believe their PFML rights have been violated, they should contact Human Resources immediately. The Company will investigate any PFML complaints and take prompt and appropriate remedial action to address and/or remedy any PFML violation. Employees also may file PFML complaints with the Department alleging PFML violations.

For additional information regarding your rights, visit https://paidleave.oregon.gov/DocumentsForms/Paid-Leave-ModelNotice-Poster-EN.pdf.

33-8 Domestic Violence, Sexual Assault or Stalking Leave

Employees who are victims of domestic violence, sexual assault or stalking, or are the parent or guardian of a minor child or dependent who is a victim, may take reasonable, unpaid time off from work to deal with the violence.

The leave can be used for any of the following reasons:

- to obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent; or
- to seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault or stalking of the eligible employee or the employee's minor child or dependent;
- to obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, sexual assault or stalking;
- to relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent; or
- to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for, and participating in, protective order proceedings or other civil or criminal legal proceedings related to domestic violence, sexual assault or stalking;

Employees will not be compensated for time away from work for purposes related to domestic violence, sexual assault or stalking, but may use available vacation and personal time to cover the period of absence.

Employees must give reasonable notice of their intention to take time off from work, unless giving such notice is not feasible. Leave may be limited where it creates an undue hardship on the Company's business.

The Company may require certification that the employee or employee's minor child or dependent is a victim of domestic violence, sexual assault or stalking, and that the leave was taken for purposes allowed under the law.

Employees also may request a reasonable safety accommodation if they are a victim of domestic violence, sexual assault or stalking, or are the parent or guardian of a minor child or dependent who is a victim.

33-9 Victims of Crime

Employees who are victims of a crime or whose family members are crime victims may take reasonable, unpaid time off from work to attend criminal proceedings. To be eligible for the leave, the employee must work for an employer with six (6) or more employees and have worked for more than 25 hours a week for at least 180 days prior to the leave.

Employees will not be compensated for crime victim leave, but may use available vacation and personal time to cover the period of absence.

Employees must give reasonable notice of their intention to take crime victim leave and must provide copies of notices of scheduled criminal proceedings. Leave may be limited where it creates an undue hardship on the Company's business.

33-10 Receipt of Non-Harassment Policy

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

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

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Sexual Assault Defined

Sexual assault, defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation, also is specifically prohibited.

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

Reporting Procedures

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

All employees are encouraged to document any incidents involving discrimination, harassment and sexual assault as soon as possible.

Investigation Procedures

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

Nondisclosure and Nondisparagement Agreements

The Company may not require or coerce employees to enter into a nondisclosure or nondisparagement agreement concerning harassment, discrimination or sexual assault. A nondisclosure agreement is an agreement wherein a party agrees to not share information with others regarding the subject of the agreement. A nondisparagement agreement is an agreement wherein a party agrees not to criticize or bring negative attention to the other party.

Employees may voluntarily choose to enter into an agreement regarding harassment, discrimination or sexual assault that contains a nondisclosure agreement, nondisparagement agreement or an agreement prohibiting the employee from seeking reemployment with the Company, and the employee will have seven (7) days to revoke the agreement after it has been executed.

Time Period To Bring a Legal Claim

Under Oregon law, an individual has five (5) years from the date of an act of unlawful harassment or discrimination to file a claim. This time period applies to acts of unlawful harassment or discrimination occurring on or after September 29, 2020. An individual has one (1) year to file a claim regarding acts of unlawful harassment or discrimination occurring before these dates.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

I have read and I understand the Company's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Section 34 - Pennsylvania Addendum

34-1 Pittsburgh Pregnancy Accommodation

In compliance with the Pittsburgh City Code, the Company will not discriminate against employees because of pregnancy, childbirth or related medical conditions and events. The Company will endeavor to reasonably accommodate employees affected by pregnancy, childbirth or related medical conditions as well as employees who are the partner of a person who is pregnant or affected by a related medical condition in order to allow the employee to perform the essential duties of the job unless doing so will impose an undue hardship on the business.

Accommodations

Such accommodations may include but are not limited to: modifications or adjustments to the employee's work station, including seating accommodations; work schedule modifications, including additional water, bathroom, rest and lactation-related breaks; modified job requirements or job reassignment, including light duty work; or providing unpaid leave.

Request for Accommodation

Any employees who need to request an accommodation due to pregnancy, childbirth or a related medical condition should contact Human Resources. If employees who requested an accommodation have not received an initial response within five (5) business days, employees should contact Human Resources.

After receiving a request for an accommodation due to pregnancy, childbirth or a related medical condition or otherwise becoming aware that employees require such an accommodation, the Company will engage in an interactive process with employees. Even if employees have not formally requested an accommodation, the Company may initiate an interactive process under certain circumstances, such as when the Company has knowledge that the employee's performance at work has been negatively affected and also has a reasonable basis to believe that the issue is related to the employee's or their partner's pregnancy, childbirth or related medical condition, in compliance with applicable law.

Interactive Process

The interactive process may take place in person, by telephone or by electronic means such as e-mail. As part of the interactive process, the Company will communicate with

the individual in order to determine whether and how the Company may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, the Company will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the individual. The Company is not required to provide the specific accommodation sought by an individual, provided the alternatives are reasonable and either meet the specific needs of the individual or specifically address the individual's limitations.

As part of the interactive process, the Company reserves the right to request medical documentation, to the extent permitted by applicable law. If the Company believes that the provided documentation is insufficient, and before denying the request based on insufficient documentation, the Company reserves the right to request additional documentation from the employee or, upon the employee's written consent, speak with the health care provider who provided the documentation. As applicable, the employee whose time off is covered by the Family Medical Leave Act (FMLA) may also be required to provide medical documentation, depending on the circumstances of the leave request, pursuant to federal law.

At the conclusion of the interactive process, the Company will provide written notice to the employee in a timely manner indicating that the Company:

- will be able to offer and provide a reasonable accommodation,
- will not be able to provide a reasonable accommodation to the employee because there is no accommodation available that will not cause an undue hardship on Company operations, or
- will not be able to provide a reasonable accommodation to the employee because no accommodation exists that will allow the employee to perform the essential requisites of the job.

The Company will not retaliate or take any adverse employment action against any employee because the employee requested a reasonable accommodation under this policy, opposed a discriminatory act prohibited by the Code, made a complaint of discrimination under the Code; or testified or otherwise assisted or participated in an investigation by or proceeding before the Pittsburgh Commission on Human Relations.

Employees with questions or concerns regarding this policy should contact Human Resources.

34-2 Philadelphia Notice Regarding Unpaid Wages

Employees who work in Philadelphia may file a wage theft complaint or bring a civil action for unpaid wages pursuant to Philadelphia's Wage Theft Ordinance (Ordinance).

A signed wage theft complaint, in which the alleged unpaid wages are equal to or greater than the minimum threshold amount of $100 and equal to or less than the maximum threshold amount of $10,000, must be filed with the wage theft coordinator in the Mayor's Office of Benefits and Wage Compliance less than three (3) years from the date the alleged wage theft occurred.

Retaliation for exercising rights provided under the Ordinance, such as filing a complaint or bringing a civil action, is prohibited.

34-3 Allegheny County Paid Sick Time

Eligibility

The Company provides paid sick time to employees who have worked in Allegheny County for at least 35 hours in the calendar year in accordance with Article XXIV ("Paid Sick Days") of the Allegheny County Health Department Rules and Regulation (the "Ordinance"). For employees who work in Allegheny County who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees receive 40 paid hours on the first day of each calendar year. Employees who are hired after the start of the calendar year will receive a prorated amount based on their start date, except that an eligible employee will not receive less than one (1) hour of paid sick time for every 35 hours worked up to 40 hours in that benefit year.

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

Usage

Employees may use paid sick time beginning on the 90th calendar day following commencement of employment. Paid sick time may be used in in the smaller of hourly

increments or the smallest increment that the Company's payroll system uses to account for absences or use of other time. Employees may not use more than 40 hours of paid sick time in any calendar year.

Employees may use paid sick time:

- for their own mental or physical illness, injury or health condition; for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; for preventive medical care;
- to care for a family member with a mental or physical illness, injury or health condition; to care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; to care of a family member who needs preventive medical care;
- for the closure of the employee's place of business by order of a public official due to a public health emergency;
- to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or
- to care for a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.

For purposes of this policy, family member includes: a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis; a biological, foster, adoptive, step-parent or legal guardian of the employee or the employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; a person to whom the employee is legally married under the laws of any state; a grandparent or spouse or domestic partner of a grandparent; grandchild; a biological, foster or adopted sibling; a domestic partner; or any individual for whom the employee has received permission from the employer to care for at the time of the employee's request to make use of paid sick time.

Employees' use of paid sick time will not be conditioned upon searching for or finding a replacement worker.

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

Notice and Documentation

Requests to use paid sick time may be made orally, in writing or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the employee's absence. When the use of paid sick time is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to the Employee's Supervisor seven (7) days in advance of the use of the paid sick time or as early as possible under the circumstances and make a reasonable effort to schedule the use of paid sick time in a manner that does not unduly disrupt the Company's operations. When the use of paid sick time is not foreseeable, the employee is required to provide notice to the Employee's Supervisor at least one (1) hour prior to the start of the employee's workday or as soon as possible under the circumstances.

For paid sick time of three (3) or more full consecutive days, the Company may require reasonable documentation that the paid sick time has been used for a covered purpose. Documentation signed by a health care professional indicating that sick time is necessary shall be considered reasonable documentation. Documentation provided to the Company should not explain the nature of the employee's or a family member's illness or health condition.

Payment

Paid sick time will be paid at the same base rate of pay and with the same benefits, including health care benefits, as the employee would have earned at the time of the use of the paid sick time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may not carry over any unused hours of paid sick time to the following calendar year. Unused paid sick time will not be paid at separation.

Enforcement and Retaliation

The Company prohibits retaliation or discrimination against any employee because the employee has exercised rights protected under the Ordinance. Such rights include but are not limited to the right to use sick time pursuant to the Ordinance, the right to file a complaint with the Allegheny County Department of Administrative Services to effectuate the provisions of the Ordinance, the right to inform any person about alleged violations of the Ordinance and the right to inform any person of the employee's potential rights

under the Ordinance. Employees may file a complaint if sick time is denied or if they are subjected to retaliation for requesting or taking sick time.

Questions about rights and responsibilities under the law can be answered by Human Resources.

34-4 Philadelphia Paid Sick Time

Eligibility

The Company provides paid sick time to employees who work in Philadelphia for at least 40 hours in a year. For employees who work in Philadelphia who are eligible for sick time under another policy and/or any other applicable sick time/leave ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave ordinance.

Grant

Employees receive 40 hours of paid sick leave at the time of hire and then each year thereafter on January 1. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using paid sick time on the 90th calendar day of employment. Paid sick time may be used in minimum increments of one (1) hour. The employee may not use more than 40 hours of accrued paid sick time in any calendar year.

The employee may use paid sick time for the following qualifying absences:

1. the employee's mental or physical illness, injury or health condition; the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; the employee's need for preventive medical care;
2. the care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care; or
3. an absence necessary due to domestic abuse, sexual assault or stalking, provided the leave is to allow the employee to obtain the medical attention needed for the employee or the family member to recover from physical or psychological injury

or disability caused by domestic or sexual violence or stalking; services from a victim services organization; psychological or other counseling; relocation due to the domestic or sexual violence or stalking; or legal services or remedies, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

For purposes of this policy, family member includes a biological, adopted or foster child, stepchild or legal ward or a child to whom the employee stands in loco parentis; a biological, foster, stepparent or adoptive parent or legal guardian of the employee or the employee's spouse or a person who stood in loco parentis when the employee was a minor child; a person to whom the employee is legally married under the laws of Pennsylvania; a grandparent or spouse of a grandparent; a grandchild; a biological, foster or adopted sibling or spouse of a biological, foster or adopted sibling; and a life partner as defined under the Philadelphia Code.

Employees' use of paid sick time will not be conditioned upon searching for or finding a replacement worker.

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

Notice and Documentation

If the need for paid sick time is foreseeable, the employee must provide written or oral notice in advance of the use of the paid sick time to the employee's Supervisor and make a reasonable effort to schedule the use of paid sick time in a manner that does not unduly disrupt business operations. For all other absences, the employees must provide notice to the Employee's Supervisor before the start of their scheduled work hours, or as soon as practicable if the need arises immediately before or after the employee has reported for work. When possible, employees should indicate the expected duration of their absence.

For paid sick time of more than two (2) consecutive days, the employee may be required to provide reasonable documentation that the sick time is covered. For absences due to the purposes described in 1 and 2 above, documentation signed by a health care professional indicating that sick time is necessary shall be considered reasonable documentation. For absences due to the purposes described in 3 above, the following shall be considered reasonable documentation: documentation signed by a health care professional; a police report indicating that the employee was a victim of domestic abuse,

stalking or sexual assault; a court order; or a signed statement from a representative of a victim services organization affirming that the employee was a victim of domestic abuse, stalking or sexual assault. The required documentation need not explain the nature of the illness or the details of the violence.

Payment

Paid sick time will be paid at the same rate as the employee earns at the time the employee uses such time. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may not carry over unused paid sick time under this policy. Accrued but unused paid sick time under this policy will not be paid at separation.

Enforcement and Retaliation

The Company prohibits any threat, discharge, suspension, demotion, other adverse employment action against the employee for the exercise of any right under this policy; or interference with, or punishment for, participating in any manner in an investigation, proceeding or hearing under this policy.

Any employee has the right to file a complaint with the Office of Benefits and Wage Compliance or bring a civil action if sick time as required is denied by the Company or the employee is retaliated against for requesting or taking sick time.

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

34-5 Pittsburgh Paid Sick Time

Eligibility

The Company provides paid sick time to employees who work in the City of Pittsburgh for at least 35 hours in the calendar year in accordance with the Paid Sick Days Act (the "Ordinance") and the County of Allegheny in accordance with Article XXIV ("Paid Sick Days") of the Allegheny County Health Department Rules and Regulation (the "County Ordinance"). For employees who work in the City of Pittsburgh who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on

any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.)

Grant

Employees accure 1 hour for every 35 hours worked capping at 40 hours per year. Employees who are hired after the start of the calendar year will receive a prorated amount based on their start date, except that an eligible employee will not receive less than one (1) hour of paid sick time for every 35 hours worked up to 40 hours in that benefit year. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may use paid sick time on the 90th calendar day following commencement of employment. Paid sick time may be used in in the smaller of hourly increments or the smallest increment that the payroll system uses to account for absences or use of other time. Employees may not use more than their maximum hours of paid sick time in any calendar year.

Employees may use paid sick time for absences due to:

- their mental or physical illness, injury or health condition; their personal need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; their personal need for preventive medical care;
- care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care; or
- closure of the employee's place of business by order of a public official due to a public health emergency or the employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the family member's presence in the community may jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.

For purposes of this policy, family member includes:

- a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis;
- a biological, foster, stepparent or adoptive parent or legal guardian of the employee or the employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child;
- a person to whom the employee is legally married under the laws of any state;
- a grandparent or spouse or domestic partner of a grandparent;
- a grandchild;
- a biological, foster or adopted sibling;
- a domestic partner; or
- any individual for whom the employee has received oral permission from the employer to care for at the time of the employee's request to make use of sick time.

An employee's use of paid sick time will not be conditioned upon searching for or finding a replacement worker.

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

Notice and Documentation

Requests to use paid sick time may be made orally, in writing, or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the absence. When the use of paid sick time is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to the employee's Supervisor seven (7) days in advance of the use of the paid sick time or as early as possible under the circumstances and make a reasonable effort to schedule the use of earned paid sick time in a manner that does not unduly disrupt operations. When the use of paid sick time is not foreseeable, the employee is required to provide notice to the employee's Supervisor at least one (1) hour prior to the start of the workday or as soon as possible under the circumstances.

For paid sick time of three (3) or more full consecutive days, the Company may require reasonable documentation that the paid sick time has been used for a covered purpose. Documentation signed by a health care professional indicating that sick time is necessary shall be considered reasonable documentation. Documentation provided to the Company should not explain the nature of the illness or health condition.

Payment

Paid sick time will be paid at the same base rate of pay and with the same benefits, including health care benefits, as the employee would have earned at the time of their use of the paid sick time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may not carry over any unused hours of paid sick time to the following calendar year. Unused paid sick time will not be paid at separation.

Enforcement and Retaliation

The Company prohibits retaliation or discrimination against employees because they have exercised rights protected under the Ordinance or County Ordinance. Such rights include but are not limited to the right to use sick time pursuant to the Ordinance and County Ordinance; the right to file a complaint with the Mayor's Office of Equity or the Department or other County Agency designated by the Allegheny County Manager to effectuate the provisions of the County Ordinance or court; the right to inform any person about any employer's alleged violations of this Ordinance or County Ordinance; and the right to inform employees of their potential rights under the Ordinance or County Ordinance. Employees may file a complaint if sick time is denied or if they are subjected to retaliation for requesting or taking sick time.

Questions about rights and responsibilities under the law can be answered by Human Resources.

34-6 Philadelphia Domestic Violence, Sexual Assault or Stalking Leave

Employees who are victims of domestic violence, sexual assault or stalking or who have a family or household member who is a victim of domestic violence, sexual assault or stalking, may take up to eight (8) workweeks of unpaid leave in a 12-month period. For purposes of this policy, "family or household members" include spouses or persons who have been spouses, persons living as spouses or who lived as spouses, parents and children, other persons related by consanguinity or affinity, current or former sexual or

intimate partners, persons who share biological parenthood or "Life Partners" (as defined under the Philadelphia Code).

Leave under this policy may be taken to:

1. seek medical attention for, or recovering from, physical or psychological injuries caused by domestic violence, sexual assault or stalking to the employee or the employee's family or household member;
2. obtain services from a victim services organization for the employee or the employee's family or household member;
3. obtain psychological or other counseling for the employee or the employee's family or household member;
4. participate in safety planning, temporarily or permanently relocating or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic violence, sexual assault or stalking or to ensure economic security; or
5. seek legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.

Leave may be taken intermittently or on a reduced work schedule.

Employees must provide at least 48 hours' advance notice of their intention to take leave under this policy, unless providing such notice is not practicable. The Company may require certification verifying that the employee or their family or household member is a victim of domestic violence, sexual assault or stalking and the leave is a qualifying purpose. Employees can satisfy the certification requirement by providing a sworn statement and any of the following:

- documentation from the employee, agent or volunteer of a victim services organization, an attorney, a member of the clergy or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic violence, sexual assault or stalking or the effects of the violence;
- a police or court record; or
- other corroborating evidence.

Employees who fail to provide this certification within 45 days of the Company's request may be subject to disciplinary action.

Any information provided by the employee pursuant to this policy will be kept confidential unless disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal, state or local law.

During an approved leave, the Company will maintain the employee's health benefits as if the employee continued to be actively employed. However, if the employee fails to return from leave after the leave entitlement has expired, and the reason for the failure to return is unrelated to the continuation, recurrence or onset of domestic violence, sexual assault or stalking, the Company may recover from the employee the premium it paid to maintain the employee's coverage during the period of leave.

Employees may substitute any accrued paid time off for the unpaid leave provided under this policy, but substitution does not extend the length of the leave. Leave under this policy will run concurrently with leave under applicable federal, state, or local laws to the maximum extent permitted under such applicable law.

Employees who take leave under this policy will be returned to the position they held at the time when the leave commenced, or to a position with equivalent benefits, pay and other terms and conditions of employment.

Employees with questions or concerns regarding this policy can contact Human Resources.

Section 35 - Rhode Island Addendum

35-1 Pregnancy Accommodations

In compliance with Rhode Island law, the Company will not discriminate against employees in relation to pregnancy, childbirth and related conditions.

The Company will endeavor to provide reasonable accommodations for conditions related to pregnancy, childbirth or related conditions, unless the accommodation would pose an undue hardship on the business. Such accommodations include but are not limited to: more frequent or longer breaks; time off to recover from childbirth; acquisition or modification of equipment or seating; temporary transfer to a less strenuous or hazardous position; job restructuring; light duty; assistance with manual labor; break time and private non-bathroom space for expressing breast milk; or modified work schedules.

The Company will not require an individual with a need related to pregnancy, childbirth or a related medical condition to accept an accommodation that the individual chooses not to accept. This includes but is not limited to taking leave if another reasonable accommodation can be provided.

The Company will not deny employment opportunities to the employee or prospective employee, if such denial is based on the Company's inability to reasonably accommodate the employee's or prospective employee's condition related to pregnancy, childbirth or a related medical condition.

Employees with questions regarding this policy can contact Human Resources.

35-2 Non-Harassment

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

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on

Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources at 5151 Belt Line Road, #700, Dallas, TX 75254 or (214) 996-9400. If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President at 5151 Belt Line Rd, #700, Dallas, TX 75254 or (214) 996-9400. If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of

such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

While employees are encouraged to report claims internally, if they feel subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

Rhode Island Commission for Human Rights 10 Abbot Park Place Providence, Rhode Island 02903 (401) 277-2661 The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

35-3 Overtime

When the Company experiences periods of extremely high activity, additional work may be required. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations. Employees may work overtime only with prior management authorization. Any non-exempt employee who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular rate for all time worked in excess of 40 hours each workweek, unless otherwise required by law.

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

35-4 Earned Sick and Safe Leave

Eligibility

The Company provides Earned Sick and Safe Leave time ("ESSL") to employees in Rhode Island. For employees whose primary place of work is in Rhode Island and who are eligible for sick time under the general Paid Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees receive an unpaid ESSL grant pursuant to this policy at the start of employment. Thereafter, employees receive 1 hour for every 35 hours worked each year.

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

Usage

Current employees may use ESSL as it accrues. Employees, other than temporary and seasonal employees may begin using ESSL on the 90th calendar day of employment. Temporary/Contract employees may begin using ESSL on the 180th calendar day of employment, unless otherwise permitted by the employer. Seasonal employees may begin using ESSL on the 150th calendar day of employment, unless otherwise permitted by the employer. ESSL must be used in a minimum increment of four (4) hours per day, provided such minimum increment is reasonable under the circumstances.

The employee may not use more than 40 hours of ESSL in a calendar year.

Employees may use ESSL for the following reasons:

1. the employee's mental or physical illness, injury or health condition; the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; the employee's need for preventive medical care;
2. care of a family member (which includes a child; a biological, foster or adoptive parent, a stepparent, a legal guardian or other person who stands in loco parentis to the employee or the employee's spouse or domestic partner when they were a child; spouse; mother-in-law; father-in-law; grandparents; grandchildren; domestic partner; sibling; care recipient; or member of the employee's household) with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical

illness, injury or health condition; care of a family member who needs preventive medical care;

3. closure of the employee's place of business by order of a public official due to a public health emergency or the employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or
4. time off needed when the employee or a member of the employee's family is a victim of domestic violence, sexual assault or stalking.

The employee's use of ESSL will not be conditioned upon searching for or finding a replacement worker.

Notice and Documentation

When the use of ESSL is foreseeable, employees are required to make a reasonable effort to schedule the use of ESSL in a manner that does not unduly disrupt the Company's operations. Requests to use ESSL may be made orally, in writing or electronically (e.g., via email) and whenever possible, the request must include the expected duration of the employee's absence. When the use of ESSL is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to their Supervisor in advance of the use of ESSL. When the use of ESSL is not foreseeable, the employee is required to provide notice to their Supervisor at least one (1) hour prior to the start of the employee's workday or as soon as possible under the circumstances.

For ESSL of three (3) or more consecutive workdays, the Company requires reasonable documentation that the ESSL has been used for a covered purpose. For reason #1 and #2 above, documentation signed by a health care professional indicating that ESSL is necessary and reasonable, but should not explain the nature of the employee's or a family member's health condition or the details of the domestic violence, sexual violence, abuse or stalking. For reason #4 above, any of the following types of documentation selected by the employee are reasonable, including:

- the employee's written statement that the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking and that the leave taken was for one of the purposes in reason #4 above;

- a police report indicating that the employee or employee's family member was a victim of domestic violence, sexual assault or stalking;
- a court document indicating that the employee or employee's family member is involved in legal action related to domestic violence, sexual assault or stalking; or
- a signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization or is involved in legal action related to domestic violence, sexual assault or stalking.

ESSL may not be used as an excuse to be late for work without an authorized purpose. If the employee is committing fraud or abuse by engaging in an activity that is not consistent with allowable purposes for ESSL, the employee will be disciplined, up to and including termination of employment for misuse of ESSL.

If the employee is exhibiting a clear pattern of taking ESSL on days just before or after a weekend, vacation or holiday, the Company may discipline the employee for misuse of ESSL, unless the employee provides reasonable documentation that the ESSL has been used for a purpose listed above.

Employees must provide written documentation for the employee's use of ESSL that occurs within two (2) weeks prior to the employee's final scheduled day of work before termination of employment.

Carryover and Payout

ESSL granted at the start of the year may not be carried over to the next year.

Enforcement and Retaliation

Retaliation or discrimination against the employee who requests ESSL or uses ESSL, or both, is prohibited, and employees may file a complaint with the Rhode Island Department of Labor and Training against an employer who retaliates or discriminates against the employee.

Questions about rights and responsibilities under the law can be answered by Human Resources.

35-5 Statutory Short-Term Disability Benefits

The Company also provides statutory short-term disability insurance.

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

35-6 Paid Temporary Caregiver Insurance Benefits and Leave

Employees may be eligible for up to six (6) weeks of caregiver leave and temporary caregiver benefits within any 52-week period to care for a seriously ill child, spouse, domestic partner, parent, parent-in-law, or grandparent or to bond with a newborn child or child newly placed for adoption or foster care.

Temporary caregiver benefits are available through the Rhode Island "Temporary Caregiver Insurance" (TCI) program, which is administered by the Rhode Island Department of Labor and Training (DLT). Temporary caregiver benefits only are available to the employees exercising their right to take a leave while covered by the TCI program. These benefits are financed solely through employee contributions to the TCI program. That program is solely responsible for determining if the employee is eligible for such benefits.

Employees may be eligible for temporary caregiver benefits for any week in which they are unable to perform their regular and customary work because they are:

1. Bonding with a newborn child or a child newly placed for adoption or foster care with the employee or domestic partner (available during the first 12 months of parenting only); or
2. Caring for a child, a parent, parent-in-law, grandparent, spouse, or domestic partner, who has a serious health condition, subject to a waiting period.

Employees may use accrued paid time during any eligibility waiting period in accordance with the Company's paid time off policies.

Employees must file a written notice with the Company with a minimum of 30 days' notice prior to commencement of the caregiver leave. Failure by the employee to provide the written notice may result in delay or reduction in the claimant's benefits, except in the event the time of the leave is unforeseeable or the time of the leave changes for unforeseeable circumstances.

Individuals who exercise their rights to leave covered by the TCI program must file a certificate form with the DLT containing all information required by the DLT. For leave for reason of caring for a seriously ill family member, employees must file a certificate with the DLT that must contain:

1. A diagnosis and diagnostic code prescribed in the international classification of diseases, or where no diagnosis has yet been obtained, a detailed statement of symptoms;
2. The date if known, on which the condition commenced;
3. The probable duration of the condition;
4. An estimate of the amount of time that the licensed qualified health care provider believes the employee is needed to care for the family member;
5. A statement that the serious health condition warrants the employee's participation to provide care for the family member—such reasons may include, but are not limited to, providing psychological comfort, arranging third-party care for the family member as well as directly providing, or participating in the medical and physical care of the patient; and
6. A certificate filed to establish medical eligibility of the serious health condition of the employee's family member shall be made by the family member's treating licensed qualified health care provider.

In the case of a parent, or persons who are *in loco parentis* caring for the serious health condition of a foster care child, the employee must submit all required information, with a written request to the Department of Children, Youth and Families for the release of medical information by the child's treating licensed qualified health care provider. The Department of Children, Youth and Families will transmit the requested medical information, pending all properly submitted forms, to the DLT, within 10 business days of request. In the absence of the requested transmitted medical information by the Department of Children, Youth and Families within 10 business days, the employee may request the licensed qualified healthcare provider to directly transmit the medical eligibility of the serious health condition to the DLT.

Any employees who exercise their rights to leave covered by TCI will, upon the expiration of that leave, be entitled to be restored by the Company to the position held when the leave commenced, or to a position with equivalent seniority, status, employment benefits, pay, and other terms and conditions of employment including fringe benefits and service credits that the employee had been entitled to at the commencement of leave.

During any caregiver leave taken pursuant to this policy, the Company will maintain any existing health benefits in force for the duration of the leave as if the employee had continued in employment continuously from the date the leave commenced until the date the caregiver benefits terminate; provided, however, that the employee shall continue to pay any employee shares of the cost of health benefits as required prior to the commencement of the caregiver benefits.

The Company may require employees who are entitled to leave under the Family & Medical Leave Act (FMLA) and/or the Rhode Island Family Leave Act (RIFLA), who exercise their rights to benefits under the temporary caregiver insurance program, to take any temporary caregiver benefits received, concurrently, with any leave taken pursuant to the FMLA and/or RIFLA.

Employees should consult Human Resources with questions regarding this policy.

35-7 School Involvement Leave

The Company will grant employees who have been employed for 12 consecutive months up to 10 hours of unpaid leave during any 12-month period to attend school conferences or other school-related activities for a child of whom the employee is the parent, foster parent or guardian. Twenty-four hours' notice is required, and the employee must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Employees may use accrued paid time off for this purpose.

35-8 Receipt of Non-Harassment Policy

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

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

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources. (Phone numbers and addresses are available through the Company directory.) If they are unable for any reason

to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President. (Phone numbers and addresses are available through the Company directory.) If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

While employees are encouraged to report claims internally, if they feel subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

Rhode Island Commission for Human Rights 10 Abbot Park Place Providence, Rhode Island 02903 (401) 277-2661 The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

I have read and I understand the Company's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Section 36 - South Carolina Addendum

36-1 Pregnancy Accommodations

In compliance with South Carolina law (S.C. Code Ann. §1-13-80), the Company will not discriminate against an individual because of pregnancy, childbirth or related medical conditions, including, but not limited to, lactation. The Company will endeavor to make reasonable accommodations for the employee's medical needs arising from pregnancy, childbirth or related medical conditions, unless doing so would impose an undue hardship on the operation of the business.

Reasonable Accommodations

Reasonable accommodations may include, but are not limited to:

1. making existing facilities readily accessible to, and usable by, such employees, including acquiring or modifying equipment or devices necessary for performing essential job functions;
2. providing more frequent or longer break periods;
3. providing more frequent bathroom breaks;
4. providing a private place, other than a bathroom stall for the purpose of expressing milk;
5. modifying the Company's food or drink policy;
6. modifying work schedules;
7. providing seating or allowing the employee to sit more frequently;
8. providing assistance with manual labor and limits on lifting;
9. temporarily transferring the employee to a less strenuous or hazardous vacant position, if qualified; or
10. providing job restructuring or light duty, if available.

The Company will not:

- deny employment opportunities to the employee based on the need to make such reasonable accommodations;
- require the employee to accept an accommodation that the employee chooses not to accept, if the employee does not have a known limitation related to pregnancy, or if the accommodation is unnecessary for the employee to perform the essential duties of their job;
- require the employee to take leave under any leave law or Company policy if another reasonable accommodation can be provided to the employee; or

- take any adverse action against the employee in the terms, conditions or privileges of employment for requesting or using a reasonable accommodation.

Contact for Questions and Requests

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

36-2 Lactation Accommodation

Pursuant to the South Carolina Lactation Support Act, the Company supports the legal right and necessity of employees who choose to express milk in the workplace. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees at the Company.

The Company will make reasonable efforts to provide a reasonable amount of unpaid break time to accommodate employees desiring to express breast milk for their child. If possible, the lactation break time must run concurrently with break time already provided to employees. Lactation break time that cannot run concurrently with paid break time already provided will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with use of a room or location in close proximity to their work area, other than a toilet stall, in order to express milk in private.

Employees will not be discriminated against or retaliated against for choosing to express breast milk in the workplace in compliance with this policy and the law. Employees can contact Human Resources with questions regarding this policy.

Section 37 - Tennessee Addendum

37-1 Pregnancy Accommodations

In compliance with Tennessee Pregnant Workers Fairness Act, the Company will make reasonable accommodations for medical needs arising from pregnancy, childbirth or related medical conditions of an applicant for employment or an employee, unless the accommodation would impose an undue hardship on business operations.

The Company will not take adverse action against employees in terms, conditions or privileges of employment for requesting or using a reasonable accommodation to the known limitations for medical needs arising from pregnancy, childbirth or related conditions, including, but not limited to, counting an absence related to pregnancy under the attendance policy. The Company will not require employees to take leave if another reasonable accommodation can be provided to the known limitations for medical needs arising from pregnancy, childbirth or related conditions.

Reasonable accommodations include but are not limited to:

1. making existing facilities used by employees readily accessible and usable;
2. providing more frequent, longer or flexible breaks;
3. modifying food or drink policy;
4. providing modified seating or allowing employees to sit more frequently if the job requires standing;
5. providing assistance with manual labor and limits on lifting;
6. authorizing a temporary transfer to a vacant position;
7. providing job restructuring or light duty, if available;
8. acquiring or modifying equipment, devices or work stations;
9. modifying work schedules;
10. allowing flexible scheduling for prenatal visits; and
11. providing a private place, other than a bathroom stall, for the purpose of expressing milk.

The Company reserves the right, to the maximum extent permitted by applicable law, to request medical certification from a healthcare professional if an individual is requesting a reasonable accommodation related to temporary transfer to a vacant position, job restructuring, light duty or accommodations that require time away from work. The Company will engage in an interactive process with the individual to determine if a reasonable accommodation can be provided, absent undue hardship, while the individual is making a good faith effort to obtain the medical certification. The Company will not

take adverse action against employees related to their need for accommodation while they are engaging in good faith efforts to obtain medical certification.

Any questions about or requests for a reasonable accommodation pursuant to this policy, should be directed to Human Resources.

37-2 Abusive Conduct Prevention

At the Company all employees have the right to be treated with dignity and respect. The Company does not tolerate and prohibits abusive conduct in the workplace. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company-sponsored social functions.

Abusive Conduct Defined

Abusive conduct is defined under this policy as acts or omissions that would cause a reasonable person, based on the severity, nature and frequency of the conduct, to believe that the employee was subject to an abusive work environment, which can include but is not limited to:

- repeated verbal abuse in the workplace, including derogatory remarks, insults and epithets;
- verbal, nonverbal or physical conduct of a threatening, abusive, violent, intimidating or humiliating nature in the workplace; or
- the sabotage or undermining of the employee's work performance in the workplace.

Abusive conduct <u>does not</u> include:

- disciplinary procedures in accordance with adopted Company policies;
- routine coaching and counseling, including feedback about and correction of work performance;
- reasonable work assignments, including shift, post and overtime assignments;
- individual differences in styles of personal expression;
- passionate, loud expression with no intent to harm others;
- differences of opinion on work-related concerns; and
- the non-abusive exercise of managerial prerogative.

Reporting Procedures

If employees believe someone has violated this policy, they should promptly bring the matter to the immediate attention of Human Resources. Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to Human Resources.

Investigation Procedures

Upon receiving a complaint, the Company will promptly conduct an investigation into the facts and circumstances of any claim of a violation of this policy. Employees who file complaints will not suffer negative consequences for reporting others for inappropriate behavior. To the extent possible, the Company will endeavor to keep confidential each party involved in the investigation. However, complete confidentiality may not be possible in all circumstances. Employees are required to cooperate in all investigations conducted pursuant to this policy. The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination.

Retaliation

The Company will not tolerate retaliation, including any act of reprisal, interference, restraint, penalty, discrimination, intimidation or harassment against an individual or individuals exercising their rights under this policy.

Employees with questions or concerns regarding this policy should contact Human Resources.

Section 38 - Vermont Addendum

38-1 Pregnancy Accommodations

In compliance with Vermont law, the Company will endeavor to reasonably accommodate the needs of employees for a pregnancy-related condition, unless doing so would impose an undue hardship on the Company. For purposes of this policy, "pregnancy-related condition" means a limitation of the employee's ability to perform the functions of a job caused by pregnancy, childbirth or a medical condition related to pregnancy or childbirth.

Reasonable accommodations for the employee, may include, but are not limited to:

1. bathroom breaks;
2. breaks for increased water intake;
3. periodic rest;
4. access to a chair or stool;
5. assistance with specific duties;
6. temporary transfers to less strenuous or hazardous work;
7. a private, clean space for breast feeding;
8. time off for prenatal appointments; or
9. time off to recover from medical conditions related to pregnancy or childbirth.

Any employee with questions about this policy or who needs to request an accommodation due to pregnancy, childbirth or a related medical condition should contact Human Resources.

38-2 Non-Harassment

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

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while

representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws are unlawful.

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources at 5151 Belt Line Rd., #700, Dallas, TX 75254 or (214) 996-9400. If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President at 5151 Belt Line Rd, #700, Dallas, TX 75254 or (214) 996-9400. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected

to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

Vermont Attorney General's Office Civil Rights Unit, 109 State Street Montpelier, VT 05609 (802) 828-3171 (voice/TDD). The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

38-3 Earned Sick Time

Eligibility

The Company provides earned sick time to eligible employees who work for an average of at least 18 hours per week during a year. For employees who work in Vermont who are eligible for sick time under the general sick days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general sick days policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees receive a grant of sick time at the start of employment. The grant will be prorated based on the date of grant but in no circumstances will an eligible employee receive less than one (1) hour of for every 52 hours worked up to 40 hours in that benefit year. Thereafter, at the start of the benefit year, employees will receive a grant of 40 hours of earned sick time.

Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using accrued earned sick time after completion of one (1) year of employment. Earned sick time may be used in a minimum increment of one (1) hour. Employees may not use more than 40 hours of accrued earned sick time in a year.

Employees may use accrued earned sick time for the following reasons:

1. illness, injury, or to obtain professional diagnostic, preventive, routine or therapeutic health care;
2. to care for a sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child, including helping that individual obtain diagnostic, preventive, routine or therapeutic health treatment; or accompanying the employee's parent, grandparent, spouse or parent-in-law to an appointment related to their long-term care;
3. to arrange for social or legal services or obtain medical care or counseling for the employee or for the employee's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child, who is a victim of domestic violence, sexual assault or stalking; or who is relocating as the result of domestic violence, sexual assault or stalking;
4. to care for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons.

Employees who are absent for one (1) or more covered reasons are required to use available earned sick time during the absence.

Notice and Documentation

Employees must notify the employee's Supervisor as soon as practicable of the intent to take earned sick time as well as the expected duration of the absence. Employees must make reasonable efforts to avoid scheduling routine or preventive health care during regular work hours. The Company may require the employee to provide reasonable proof that the employee's use of earned sick time is for one of the reasons covered under this policy.

Payment

Earned sick time will be paid at the employee's normal hourly wage rate or the state minimum wage rate, whichever is greater. Use of earned sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Unused earned sick time does not carry over to the next calendar year. Accrued but unused earned sick time under this policy will not be paid at separation.

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

38-4 Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Vermont Parental and Family Leave Law (VPFL). This policy provides employees information concerning FMLA and/or VPFL entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with VPFL leave and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or VPFL leave, they should contact Human Resources.

I. Employees Eligible for FMLA and VPFL Leave

The eligibility requirements under the FMLA and VPFL are set forth below. Employees of the Company who do not meet the eligibility requirements for FMLA leave may be eligible only for VPFL leave and vice-versa. If both laws are applicable, leave under both laws runs concurrently.

A. FMLA Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

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

B. VPFL Eligibility

To be eligible for VPFL, the employee must: 1) have worked for the Company for an average of at least 30 hours a week for 12 consecutive months; **and** 2) be employed by an employer doing business in, or operating within, the state of Vermont, which, for parental leave purposes, employs 10 or more employees for an average of at least 30 hours per week for 12 consecutive months; and, for family leave purposes, employs 15 or more employees for an average of at least 30 hours per week for 12 consecutive months.

II. Entitlements

As described below, the FMLA and VPFL provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and VPFL Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The VPFL provides eligible employees with up to 12 weeks of unpaid leave within any 12-month period. The 12-month period for FMLA is determined on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin. It is our Company's policy to provide the greater leave benefit provided under the FMLA or VPFL and to run leave concurrently under the FMLA and VPFL whenever possible.

Leave may be taken for any one), or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (of a child 16 years of age or younger—VPFL) or foster care (FMLA only)— leave for this purpose is considered Parental Leave under the VPFL;
- To care for the employee's spouse, son, daughter, or parent who has a **serious health condition** (FMLA only) or **serious illness** (VPFL only)—leave for this purpose is considered Family Leave under the VPFL (VPFL also includes domestic partners, parties to a civil union, and parents-in-law);
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job (FMLA only) or **serious illness** (VPFL only)—leave for this purpose is considered Family Leave under the VPFL; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or

order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country (FMLA only).

The VPFL also provides eligible employees with up to four (4) hours of unpaid leave in any 30-day period and not to exceed 24 hours in any 12-month period for participation in school activities or conferences, to accompany immediate family member to medical or professional services appointments to include routine or care and well-being, or to respond to a medical emergency involving family member (i.e., short-term family leave).

Under the FMLA, a **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the VPFL, a **serious illness** is an accident, disease, or physical or mental condition that poses imminent danger of death, requires inpatient care in a hospital, or requires continuing in-home care under the direction of a physician.

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

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)

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

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

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

C. Intermittent Leave and Reduced Leave Schedules

FMLA and/or VPFL leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. No Work While on Leave

The taking of another job while on FMLA/VPFL or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits during Leave

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

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms. The Company will notify employees if they qualify as a "key employee," if it intends to deny reinstatement,

and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of VPFL leave, subject to some exceptions including a variant of the FMLA "key employee" exception, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits, and other terms. Under the VPFL, reinstatement may be denied if the employee performed unique services and hiring a permanent replacement during the leave, after giving reasonable notice to the employee of the intent to do so, was the only alternative available to the Company to prevent substantial and grievous economic injury.

G. Notice of Eligibility for, and Designation of, FMLA and VPFL Leave

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

The Company may retroactively designate leave as FMLA and/or VPFL leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or VPFL-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or VPFL protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or VPFL leave. **[Note: The FMLA regulations permit the retroactive designation of FMLA leave only if the employer's failure to timely designate the leave does not cause harm or injury to the employee. Moreover, the VPFL is silent as to whether an employer may retroactively designate leave as VPFL leave. As such, risk exists with respect to retroactive designation, and we caution employers against retroactively designating leave without a close analysis of the facts surrounding the reasons for failing to promptly designate the leave and the harm, if any, it may cause the employee.]**

III. Employee FMLA and/or VPFL Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or VPFL leave must timely notify the Company of their need for FMLA and/or VPFL leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

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

- A condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider;
- They are pregnant or have been hospitalized overnight;
- A covered family member (including domestic partner, party to a civil union and parent-in-law under VPFL) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active-duty status to a foreign country (FMLA only); or
- A family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

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

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA and/or VPFL leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for

foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or VPFL notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

With respect to short-term Family Leave, Employees must notify the Company as early as possible, but in no event later than seven (7) days before leave is expected to be taken except in cases of emergency. Employees must also provide reasonable notice of any intent to extend leave.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. The employee must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employee, subject to the approval of the employee's health care providers. If the employee providing notice of the need to take leave on an intermittent basis for planned medical treatment neglects to fulfill this obligation, the Company may require the employee to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, subject to applicable law.

When the employee seeks intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, the employee must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/VPFL-qualifying leave. As described below, there generally are three (3) types of medical certifications: an **initial certification**, a **recertification,** and a **return to work/fitness for duty certification**.

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

With the employee's permission, subject to applicable law, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear. **[Note: It is unclear whether an employer may seek authentication and clarification (with the employee's permission) regarding the medical certification of a family member. Moreover, the FMLA and VPFL do not specifically permit or prohibit an employer from contacting the family member's health care provider directly. Therefore, some risk exists under the FMLA and VPFL in contacting a family member's health care provider for purposes of authentication and clarification even if an employer obtains the employee's or family member's consent.]**

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition or to care for a covered servicemember must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family member or servicemember. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense, subject to applicable law. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, subject to applicable law, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, where permitted by law, the employees returning to work from leave that was taken because of their own serious health conditions that made the employees unable to perform their job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

D. Submit Certifications Supporting Need for Military Family Leave

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

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and VPFL Leave

Under the FMLA, employees must use any accrued paid time while taking unpaid FMLA leave. Under the VPFL, employees may elect to use up to six (6) weeks of accrued paid time off. The substitution of paid time for unpaid FMLA and/or VPFL leave time does not extend the length of FMLA and/or VPFL leaves and the paid time will run concurrently with the employee's FMLA and/or VPFL entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/VPFL leave entitlement.

Upon request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/VPFL leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If

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

IV. Coordination of FMLA/VPFL Leave with Other Leave Policies

The FMLA and VPFL do not affect any federal, state, or local law prohibiting discrimination, or supersede any state or local law that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with VPFL and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/VPFL leave is either not available or exhausted, employees should consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/VPFL Leave

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

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

38-5 School Attendance Leave

The Company will grant employees who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 30-day period and up to 24 hours of unpaid leave in a 12-month period to:

- participate in activities at their children's school directly related to academic educational advancement;

- attend to or accompany the employee's child to routine medical or dental appointments;
- accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; and
- respond to a medical emergency involving the employee's child, parent, spouse or parent-in-law.

Leave must be taken in a minimum of two-(2)-hour segments. At least seven (7) days' advance notice is required and the employee is required to make a reasonable effort to schedule such appointments outside of regular work hours. Employees must first use accrued paid time off for this purpose.

38-6 Receipt of Non-Harassment Policy

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

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

Harassment Defined

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

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

Sexual Harassment Defined

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

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

Examples of conduct that violate this policy include:

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

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources at 5151 Belt Line Rd., #700, Dallas, TX 75254 or (214) 996-9400. (If they are unable for any reason to contact this

person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President at 5151 Belt Line Rd., #700, Dallas, TX 75254 or (214) 996-9400.If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

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

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

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

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

Vermont Attorney General's Office Civil Rights Unit, 109 State Street Montpelier, VT 05609 (802) 828-3171 (voice/TDD). The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

I have read and I understand the Company's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Section 39 - Virginia Addendum

39-1 Pregnancy Accommodations

In compliance with Virginia law, the Company will provide reasonable accommodation to the known limitations of a person related to pregnancy, childbirth, or related medical conditions, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company.

The Company will not:

- Take adverse action against individuals who request or use a reasonable accommodation pursuant to this policy, including failure to reinstate any such employee to their previous position or an equivalent position with equivalent pay, seniority, and other benefits when the need for a reasonable accommodation ceases;
- Deny employment or promotion opportunities to an otherwise qualified individual because the Company will be required to make reasonable accommodation to the known limitations of such individual related to pregnancy, childbirth, or related medical conditions; or
- Require employees to take leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth, or related medical conditions.

The Company will endeavor to engage in a timely, good faith interactive process with employees who request an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

Reasonable Accommodations

Reasonable accommodations may include, but are not limited to:

1. More frequent or longer bathroom breaks;
2. Breaks to express breast milk;
3. Access to a private location other than a bathroom for the expression of breast milk;
4. Acquisition or modification of equipment or access to or modification of employee's seating;
5. A temporary transfer to a less strenuous or hazardous position;
6. Assistance with manual labor;

7. Job restructuring;
8. A modified work schedule;
9. Light duty assignments; and
10. Leave to recover from childbirth.

Any questions about or requests for a reasonable accommodation pursuant to this policy, should be directed to Human Resources.

39-2 Reasonable Accommodation for Persons with Disabilities

Reasonable Accommodation For Persons With Disabilities

In accordance with the Virginia Human Rights Act (the "Act"), employees have the right to reasonable accommodations for disabilities and to be free from unlawful discriminatory practices based on disability.

Under the Act, the Company may not:

- refuse to make reasonable accommodation to the known physical and mental impairments of an otherwise qualified person with a disability, if necessary to assist such person in performing a particular job, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company;
- take adverse action against an employee who requests or uses a reasonable accommodation pursuant to this section;
- deny employment or promotion opportunities to an otherwise qualified applicant or employee because the Company will be required to make reasonable accommodation for a person with a disability;
- require an employee to take leave if another reasonable accommodation can be provided to the known limitations related to the disability; or
- fail to engage in a timely, good faith interactive process with an employee who has requested an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

In determining whether an accommodation would constitute an undue hardship upon the Company, the following will be considered:

- hardship on the conduct of the Company's business, considering the nature of the Company's operation, including composition and structure of the Company's workforce;
- size of the facility where employment occurs;
- the nature and cost of the accommodations needed, taking into account alternative sources of funding or technical assistance available by way of the vocational services offered by the state Department for Aging and Rehabilitative Services;
- the possibility that the same accommodations may be used by other prospective employees; and
- safety and health considerations of the person with a disability, other employees and the public.

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

Section 40 - Washington Addendum

40-1 Pregnancy Accommodations

In compliance with Washington law, the Company will not discriminate against the employee in relation to pregnancy and pregnancy-related health conditions. The Company will endeavor to provide reasonable accommodations for conditions related to pregnancy and pregnancy-related health conditions, including the need to express breast milk. Reasonable accommodations include:

1. providing more frequent, longer or flexible restroom breaks;
2. modifying a no food or drink policy;
3. job restructuring, part-time or modified work schedules, reassignment to a vacant position or acquiring or modifying equipment, devices or the employee's work station;
4. providing seating or allowing the employee to sit more often if the employee's job requires the employee to stand;
5. providing for a temporary transfer to a less strenuous or less hazardous position;
6. providing assistance with manual labor and limits on lifting;
7. scheduling flexibility for prenatal visits;
8. providing reasonable break time for an employee to express breast milk each time the employee needs to express the milk and providing a private location, other than a bathroom; and
9. any further pregnancy accommodation the employee may request, and to which the Company must give reasonable consideration in consultation with information provided on pregnancy accommodation by the Washington Department of Labor and Industries or the attending health care provider of the employee.

The Company may request that the employee provide a written certification from the employee's treating health care professional regarding the need for reasonable accommodation except for accommodations listed in points 1, 2, 4, and 8 above or limits on lifting in point 6 of more than 17 pounds. The employer may refuse accommodations listed in points 3, 5, 6 (for lifting, only if involves 17 pounds or less), 7, 8, and 9 if the accommodation would pose an undue hardship on the Company’s program, enterprise or business.

The Company is not required to create additional employment that would not otherwise have been created or discharge any employee, transfer any employee with more seniority or promote any employee who is not qualified to perform the job, unless the Company does so or would do so for other classes of employees who need accommodation.

The Company will not take adverse action against the employee who requests, declines or uses an accommodation under this policy. Further, the Company will not deny employment opportunities to an otherwise qualified employee or prospective employee if such denial is based on the Company's need to reasonably accommodate the employee's or prospective employee's condition related to pregnancy, childbirth or a related medical condition. Additionally, the Company will not require the employee to take leave if another reasonable accommodation can be provided for the employee's pregnancy and pregnancy-related health conditions.

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

40-2 Paid Sick Leave

Eligibility

The Company provides paid sick leave to non-exempt employees who work in Washington. For non-exempt employees who work in Washington who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave pursuant to this policy on January 1, 2018 or at the start of employment, whichever is later. Employees accrue one (1) hour for every 40 hours worked. For purposes of this policy, the accrual period is the consecutive 12-month period beginning on January 1 and ending on December 31.

Usage

Employees may use paid sick leave beginning on the 90th calendar day of employment. Paid sick leave must be used in 4 hour intervals.

Employees may use paid sick leave for absences due to:

- an absence resulting from the employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or the employee's need for preventive medical care;

- to allow the employee to provide care for a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care;
- when the employee's place of business has been closed by order of a public official for any health-related reason or when the employee's child's school or place of care has been closed for such a reason; or
- an absence covered under Washington's Domestic Violence Leave Act, as addressed further within the Leave for Victims of Domestic Violence.

For purposes of this policy, family member includes:

- a child, including a biological child, adopted child, foster child, stepchild; or a child to whom the employee stands in loco parentis, is a legal guardian of, or is a de facto parent, regardless of age or dependency status;
- a parent, including a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- a spouse;
- a registered domestic partner;
- a grandparent;
- a grandchild; or
- a sibling.

The employee's use of paid sick leave will not be conditioned upon searching for or finding a replacement worker.

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

The Company may withhold payment of paid sick leave hours where the employee is demonstrated to have used paid sick leave for an uncovered purpose, however, their available paid sick leave hours will not be deducted.

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

Notice and Documentation

Employees are required to give reasonable notice of an absence from work. Employees should make a reasonable effort to schedule the use of paid sick time in a manner that does not unduly disrupt the Company's operations. Requests to use earned paid leave time may be made orally, in writing, or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the employee's absence. When the use of paid sick leave is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to their Supervisor at least 10 days in advance of the use of the paid sick leave or as soon as practicable. When the use of earned sick time is not foreseeable, the employee is required to provide notice to their Supervisor as soon as possible before the start of their workday or as soon as practicable under the circumstances. In the event it is impracticable for the employee to provide notice, a person may provide notice on the employee's behalf.

For paid sick leave of more than three (3) consecutive workdays, the Company requires documentation verifying that the employee's use of paid sick leave is for an authorized purpose. Documentation must be provided within a reasonable time period during or after the leave. Documentation should not explain the nature of the employee's or a family member's health condition or the details of the domestic violence, sexual violence, abuse or stalking. Employees have the right to assert that the verification requirement results in an unreasonable burden or expenses on the employee. If the employee anticipates that the requirement will result in an unreasonable burden or expense, the employee may provide an oral or written explanation to their Supervisor which asserts that the employee's use of paid sick leave was for a covered purpose and how the verification requirement creates an unreasonable burden or expense on the employee.

Payment

Paid sick leave will be paid at the same hourly rate the employee earns from their employment at the time the employee uses such time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

The employee may carry over up to 40 hours of accrued, unused paid sick leave to the following calendar year. Unused paid sick leave will not be paid at separation.

Enforcement and Retaliation

Retaliation or discrimination against the employee who requests paid sick days or uses paid sick days or both is prohibited, and employees may file a complaint with the

Washington State Department of Labor & Industries against an employer who retaliates or discriminates against the employee.

Questions about rights and responsibilities under the law can be answered by Human Resources.

40-3 Seattle Paid Sick and Safe Time (for Employees Also Covered Under Washington Paid Sick Leave)

Eligibility

Employees who work within the City of Seattle will be provided with paid sick and safe time (PSST) in accordance with the Seattle Paid Sick and Safe Time Ordinance ("Ordinance") (SMC 14.16) and the Washington State Paid Sick Leave law. For employees who work in Seattle who are eligible for sick time under the general sick days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general sick days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin to accrue PSST pursuant to this policy from the date of hire. Eligible employees accrue PSST at a rate of one (1) hour for every 30 hours worked based on the Company's status as a Tier 3 employer. In the case of exempt employees, PSST will only accrue for hours worked up to a 40-hour workweek. If their normal work in a work week is less than 40 hours, PSST accrues based on that employee's normal work week. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Eligible employees are entitled to use accrued PSST beginning on the 90th calendar day after the commencement of their employment. For non-exempt employees, PSST may be used in 4 hour increments; for exempt employees, PSST may be used in a minimum increment of one (1) hour and then 15-minute increments thereafter.

PSST may be used for the following reasons:

- an absence resulting from the employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis,

care, or treatment of a mental or physical illness, injury or health condition; or the employee's need for preventive medical care;

- to allow the employee to provide care for a family member with a mental or physical illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care;
- when the employee's place of business has been closed by order of a public official, for any health-related reason, to limit exposure to an infectious agent, biological toxin or a hazardous material;
- when the employee's place of business has reduced operations or closed because of any health or safety reason (only available when the employer has 250 or more employees);
- when the employee needs to care for a family member whose school or place of care has been closed;
- for any of the following reasons related to domestic violence, sexual assault or stalking:

    1. to enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family or household members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
    2. to enable the employee to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking or to attend to health care treatment for a victim who is the employee's family or household member;
    3. to enable the employee to obtain or assist a family or household member in obtaining, services from a domestic violence shelter, a rape crisis center or another social services program for relief from domestic violence, sexual assault or stalking;
    4. to enable the employee to obtain, or assist a family or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking; or
    5. to enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family or household members from future domestic violence, sexual assault or stalking.

For purposes of this policy, family member includes: a child, including a biological child, adopted child, foster child, stepchild, or a child to whom the employee stands *in loco parentis*, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a parent, including a biological parent, adoptive parent, de facto parent, foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; a spouse; a registered domestic partner; a person with whom the employee has a dating relationship; a grandparent; a grandchild; or a sibling.

For purposes of this policy, household member includes: spouses; domestic partners; former spouses; former domestic partners; persons who have a child in common regardless of whether they have been married or have lived together at any time; adult persons related by blood or marriage; adult persons who are presently residing together or who have resided together in the past; persons 16 years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship; persons 16 years of age or older with whom a person 16 years of age or older has or has had a dating relationship; and persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.

The employee's use of PSST will not be conditioned upon searching for or finding a replacement worker.

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

Employees will be notified (on employee pay stubs) of available PSST each time wages are paid.

Notice and Documentation

PSST will be provided upon the request of the employee. When possible, the request should include the expected duration of the absence. If the need to use PSST is foreseeable, the employee must provide a written request at least 10 days, or as early as possible, in advance of the use of PSST. Further, employees must give advance oral or written notice as soon as possible for the foreseeable use of PSST to address domestic violence, sexual assault or stalking involving the employee, a family member or a household member. If the need to use PSST is unforeseeable, the employee must provide notice as soon as is practicable and must comply with normal notification policies and/or

call-in procedures. In the event it is impracticable for the employee to provide notice, someone else may provide notice on their behalf. In the case of an unforeseen absence related to domestic violence, sexual assault or stalking; however, oral or written notice must be provided no later than the end of the first workday that the employee takes such leave, if possible.

The employee must provide supporting documentation if the employee uses PSST for more than three (3) consecutive workdays or any parts thereof. For documentation regarding illness, injury or health condition, the Company may request a certification, to be completed by the employee's (or family member's) health care provider, confirming their inability to work as a result of an illness, injury or health condition or the need to care for a family member with an illness, injury or health condition, to the extent permitted and in accordance with applicable law. For documentation of the closure of a school or place of care, the employee can provide notice of the closure in whatever format the employee received it. For verification of leave taken for domestic violence, sexual assault or stalking, the employee may provide a police report; applicable evidence from the court or the prosecuting attorney; documentation from an advocate, attorney, member of the clergy, medical or other professional; or the employee's written statement.

Employees have the right to assert that the verification requirement results in an unreasonable burden or expenses on the employee. If the employee anticipates that the requirement will result in an unreasonable burden or expense, the employee may provide an oral or a written explanation that asserts that the employee's use of PSST was for a covered purpose and how the verification requirement creates an unreasonable burden or expense on the employee.

Payment

PSST under this policy will be compensated at the employee's normal hourly compensation and with the same benefits as the employee would have earned during the time the paid leave is taken, in accordance with the Ordinance and state law. Use of PSST is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over PSST from year to year, up to a maximum of 72 hours. Accrued but unused PSST will not be paid on separation.

Enforcement and Retaliation

The Company prohibits retaliation or the threat of retaliation against the employee for exercising or attempting to exercise any right to PSST in accordance with the Ordinance and state law. The Seattle Office of Labor Standards (OLS) is responsible for enforcing the Ordinance and ensuring that employees are not retaliated against for using PSST and the Washington State Department of Labor & Industries is responsible for enforcing the state law. Employees who experience a violation of PSST rights may file a complaint with the OLS or bring a civil action. The OLS also provides free technical assistance, brochures, posters and other resources. For more information from the OLS, call 206-684-4500 or visit: http://www.seattle.gov/laborstandards/ordinances/paid-sick-and-safe-time. A non-exempt employee who experiences a violation of PSST rights also may file a complaint with the Washington State Department of Labor and Industries. Contact the department online: https://www.lni.wa.gov/workers-rights/; call: 1-866-219-7321, toll-free; visit: https://www.lni.wa.gov/agency/contact/#office-locations; or email: ESgeneral@Lni.wa.gov.

If employees have questions about PSST benefits, they should contact Human Resources.

40-4 Tacoma Paid Leave (For Employees Also Covered Under Washington Paid Sick Leave Law)

Eligibility

The Company provides paid leave to employees who work in Tacoma.

For employees who work in Tacoma who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave ordinance.

Accrual

Employees begin accruing paid leave pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of paid leave for every 40 hours worked. Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using paid leave on the 90th calendar day of employment. Paid leave may be used in minimum increments of one (1) hour.

The employee may use paid leave for the following qualifying absences:

1. an absence resulting from the employee's mental or physical illness, injury or health condition; to accommodate medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or preventive medical care;
2. care for a family member with a mental or physical illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care;
3. when the employee's place of business has been closed by order of a public official for any health related reason;
4. to allow the employee to care for a child whose school or place of care has been closed by order of a public official;
5. to enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members, including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
6. to enable the employee to obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
7. to enable the employee to participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault or stalking; or
8. to enable the employee to take leave for bereavement for the death a family member.

For purposes of this policy, family member includes: a child, including a biological child, adopted child, foster child, stepchild or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status; a parent, including a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered

domestic partner or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

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

Employees will be notified of available paid leave each time wages are paid on employee pay stubs and/or electronically.

Notice and Documentation

If the need for paid leave is foreseeable, the employee must provide written notice at least 10 days in advance or as early as possible in advance of the leave. Employees must make a reasonable effort to schedule this leave in a manner that does not unduly disrupt business operations. If the need for paid leave is unforeseeable, the employee must provide notice as soon as it is practicable and must comply with the Company's Punctuality and Attendance policy.

For absences exceeding three (3) days, the Company may require verification that the employee's use of paid sick leave is for an authorized purpose. If verification is required, it must be provided within a reasonable time period during or after the leave. If the Company requires employees to give reasonable notice of an absence from work for the use of paid sick leave for an authorized purpose under the Domestic Violence Leave Act, any such reasonable notice requirements will comply with state law. Specifically, when leave is needed for the employee's own illness or injury or to care for a family member’s illness or injury, the employee may be required to provide a certification from a medical provider supporting the need for paid leave. When leave is needed for bereavement purposes, the employee may be required to provide verification of the funeral date and location as well as relation to the deceased. When leave is needed for a child because of their school closure by a public official, the employee may be required to provide a letter from the child’s school confirming the dates of closure. When leave is needed for reasons related to domestic violence, sexual assault or stalking, the employee may be required to provide legal documentation supporting the need for paid leave. Alternatively, for leave needed for any of the eight (8) reasons set forth above, employees may provide a signed personal statement that they need or needed paid leave for a qualifying purpose, and if applicable, the employee's relationship to the family member for whom leave is needed. Documentation must be provided within seven (7) calendar days of the employee taking paid leave, unless, for good cause shown or as otherwise permitted by the Company, the employee requires more time to provide such documentation. Failure to comply with the

reasonable documentation requirements, without a reasonable justification, may result in denial of pay for absences already taken, recoupment of the amount paid for paid leave from future pay, as an overpayment, or otherwise taking appropriate disciplinary action, to the extent permitted by applicable law. Employees have the right to assert that the verification requirement results in an unreasonable burden or expenses on the employee. If the employee anticipates that the requirement will result in an unreasonable burden or expense, the employee may provide an oral or written explanation that asserts that the employee's use of paid leave was for a covered purpose and how the verification requirement creates an unreasonable burden or expense on the employee.

Payment

Paid leave will be paid at the same rate as the employee earns from their employment at the time the employee uses such leave, unless otherwise required by applicable law. Use of paid leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

The employee may carry over up to 40 hours of accrued, unused paid leave under this policy to the following calendar year. Accrued but unused paid leave under this policy will not be paid at separation.

Enforcement and Retaliation

The Company prohibits any threat, discharge, suspension, demotion or other adverse employment action against the employee for the exercise of any right under this policy; or interference with, or punishment for, participating in any manner in an investigation, proceeding or hearing under this policy.

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

40-5 Meals and Rest Periods (for Non-Exempt Employees)

Rest Breaks

Non-exempt employees who work at least four (4) hours per workday are allowed to take one (1) 10-minute rest break for every four (4) hours worked in one (1) work period. For example, if the employee works four (4) or more hours, but not more than eight (8) hours in a workday, the employee is required to take one (1) 10-minute rest break during the first four (4) hours of the shift. If an employee works eight (8) hours or more, but no more

than 12 hours in a day, the employee is required to take two (2) 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period of four (4) hours as is practical but in no event shall employees work more than three (3) consecutive hours without a rest break. Employees must take their rest breaks and are prohibited from working during their rest breaks. Employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with each other or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the workday to arrive late or leave early. Unless otherwise instructed, rest breaks are self-directed and unscheduled, and may be taken as time allows on either a continuous or intermittent basis (e.g., two (2) to three (3) "mini" breaks totaling 10 minutes). Examples of "mini" rest breaks are personal phone calls, eating a snack, having a cup of coffee, personal conversations, smoke breaks, and whenever the employee has the opportunity to take a break for a few minutes or more during a shift. It is a mandatory job duty for employees to advise Human Resources if they feel they do not have adequate opportunity for rest breaks, if they miss a rest break, or if they feel pressured to skip their rest breaks so they can be properly compensated.

Meal Periods

Non-exempt employees who work more than five (5) consecutive hours in a workday are provided an unpaid, off-duty and uninterrupted meal period of at least 30 minutes which must be taken between the second and fifth hour of the work period. Thereafter, a meal period of at least 30 minutes is required for each five (5) consecutive hours worked during the workday.

Employees working three (3) or more hours longer than their normal workday will be allowed one (1) 30-minute meal period prior to or during the overtime. For purposes of this requirement, a normal workday is the shift the employee is regularly scheduled to work.

Employees are responsible for scheduling their own meal periods but should discuss strategies and plans for ensuring their meal periods with their supervisor(s) as needed. When scheduling meal periods, employees should try to anticipate their workflow and deadlines but must take their meal periods no later than at the end of each five (5) hour period worked. During a meal period, employees are relieved of all duties and should not work during this time. When taking a meal period, employees should completely stop

working for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal period.

Those employees who use a time clock must clock out for their meal periods. Employees are required to clock back in and promptly return to work at the end of any meal period. Employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period. Employees must immediately notify Human Resources if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period so that they can be properly compensated.

If any the employee's meal period is interrupted due to the employee performing a task, upon completion of the task, the meal period will be continued until the employee has received 30 minutes total of mealtime (with the entire meal period being paid and reported as hours worked, and the time spent performing the task not being considered part of the meal period).

Meal Period Waiver

Non-exempt employees are encouraged to take their meal periods. However, with the Company's permission, employees may be allowed to voluntarily waive their meal periods, and if they wish to do so on a standing basis, should complete a form documenting the same. Employees who execute a standing waiver can revoke this waiver at any time, either on an occasional or continuing basis. Employees should contact Human Resources to obtain this waiver form.

No Working During Rest Breaks and Meal Periods

Non-exempt employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. Where practicable, rest breaks and meal periods should be taken outside employees' work areas, such as in a break room. Employees may leave the premises during meal periods but may not leave the premises during rest periods. Employees should not visit or socialize with employees who are working while taking their rest break or meal period. Employees are required to notify Human Resources immediately if they believe they are being pressured or coerced by any supervisor or other employee to forego any portion of a provided rest break or meal period.

Summary Chart

Below is a chart that generally summarizes the number of rest breaks and meal periods provided to employees (these figures may vary depending on the timing of the employees' breaks).

Hours of Work	Rest Breaks	Meal Breaks
Less than 4 hours	0	0
4 hours – 4 hours 59 min	1	0
5 hours – 7 hours 59 min	1	1
8 hours – 9 hours 59 min	2	1
10 hours – 11 hours 59 min	2	2
12 hours – 14 hours 59 min	3	2
15 hours – 15 hours 59 min	3	3
16 hours – 19 hours 59 min	4	3
20 hours – 23 hours 59 min	5	4

40-6 Paid Family and Medical Leave

Eligibility

Employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) are eligible to apply for paid medical leave or paid family leave (collectively PFML). "Qualifying period" means the first four (4) of the last five (5) completed calendar quarters or, if eligibility is not established, the last four (4) completed calendar quarters immediately preceding the application for PFML. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work.

Entitlement

PFML is available to eligible employees for up to 12 weeks within any 52 consecutive week period. PFML may be used:

- To participate in providing care, including physical or psychological care, for a family member (child, grandchild, grandparent, parent, sibling, spouse, child's spouse or state registered domestic partner, or anyone who has an expectation to rely on the employee for care, whether living in the same household or not) with a serious health condition;

- To bond with the employee's child after the child's birth or after the placement of a child under the age of 18 with the employee;
- Because of any qualifying military exigency as permitted under the federal Family and Medical Leave Act (FMLA) for the employee's family member (child, grandchild, grandparent, parent, sibling, spouse, child's spouse or state registered domestic partner of an employee);
- Because of the employee's own serious health condition; or
- Because of the death of the employee's child for whom the employee would have qualified for medical leave for the birth of the child or would have qualified for family leave to bond with the child during the seven (7) calendar days following the death.

For purposes of the above, unless the context clearly requires otherwise, "child" includes: biological, adopted, or foster child; a stepchild or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent regardless of age or dependency status. "Parent" includes biological, adoptive, de facto or foster parent, stepparent or legal guardian of the employee or the employee's spouse or state registered domestic partner or an individual who stood in loco parentis to the employee when the employee was a child.

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

If the employee faces multiple events in a year, the employee may be eligible to receive up to 16 weeks, and up to 18 weeks if the employee experiences a serious health condition during pregnancy that results in incapacity.

Leave to care for the employee's child after birth, or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement. Leave for any other reason must be taken within one (1) year of the date of which the employee filed an application for the benefits.

These benefits are financed through both employee and the Company contributions to the PFML program. The program is administered by the Washington Employment Security Department (ESD). The Company will calculate and withhold premiums from employees' paychecks and send both employees' shares and the Company's share, if applicable, to ESD on a quarterly basis.

While on PFML, employees are entitled to partial wage replacement at a portion of their average weekly pay. There is a waiting period of up to seven (7) consecutive calendar days of leave, but employees may use any paid time off (including vacation leave, personal leave, medical leave, sick leave, compensatory leave or any other paid leave offered under the Company's established policy) to receive compensation during that waiting period. No waiting period is required where leave is for the medical leave for the birth parent taken upon the birth of a child, family leave for bonding after birth or placement of a child or for a military exigency. A waiting period will not reduce the maximum duration of an employee's available paid family or medical leave.

If the employee's average weekly wage is 50 percent or less of the state average weekly wage, the employee's weekly benefit is 90 percent of the average weekly wage. If the employee's weekly benefit is greater than 50 percent of the of the state average weekly wage, the weekly benefit is the sum of:

- 90 percent of 50 percent of the state average weekly wage; and
- 50 percent of the employee's average weekly wage that is greater than 50 percent of the state average weekly wage.

The ESD sets the maximum weekly benefit for PFML, and it will be adjusted effective January 1 of each subsequent year as determined by the state based on 90 percent of the state's average weekly wage. Employees will be paid benefits directly by ESD rather than by the Company.

In any week in which the employee is eligible to receive benefits under Title 50 (unemployment compensation) or certain provisions of Title 51 (industrial insurance) of the Revised Code of Washington, or any other applicable federal unemployment compensation, industrial insurance or disability insurance laws, the employee is disqualified from receiving PFML.

Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment or physical or mental condition that involves: inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may include, but is not limited to:

- A period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition;
- Any period of incapacity due to pregnancy, or for prenatal care;

- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or
- Any period of absence to receive multiple treatments, including any period of recovery from the treatments, by a healthcare provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for: restorative surgery after an accident or other injury; or a condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, or kidney disease.

Use of PFML

Employees do not need to use PFML in one block. PFML can be taken intermittently in minimum increments of eight (8) consecutive hours. PFML taken on an intermittent basis will not result in a reduction of the total amount of PFML to which the employee is entitled beyond the amount of PFML actually taken.

Employee Notice

Employees must provide the Company at least 30 days' written notice before PFML is to begin if the need for PFML is foreseeable based on an expected birth, placement of a child or planned medical treatment for a serious health condition. Employees must provide the Company written notice as soon as is practicable when 30 days' notice is not possible, such as because of a lack of knowledge of approximately when PFML will be required to begin, a change in circumstances or a medical emergency. Employees must provide written notice as soon as is practicable for foreseeable PFML due to a qualifying military exigency, regardless of how far in advance such PFML is foreseeable. When the need for PFML is not foreseeable, employees must provide written notice as soon as is practicable under the facts and circumstances of the particular situation. If the employee is unable to provide notice personally, written notice may be given by another responsible party, such as the employee's spouse, neighbor or coworker.

The employee must provide written notice to make the Company aware that the employee may need PFML. The notice must contain at least the anticipated timing and duration of the PFML. Written notice includes, but is not limited to, handwritten or typed notices, and all forms of written electronic communications such as text messages and email.

Whether PFML is to be continuous or is to be taken intermittently or on a reduced schedule basis, written notice need only be given one time, but the employee must inform the Company as soon as is practicable if dates of the scheduled PFML change, are extended or were initially unknown.

Filing Claims with the ESD

The employee may apply for PFML benefits by:

- Using the ESD online services;
- Contacting the paid family and medical leave customer care center by telephone; or
- Using alternate methods authorized by ESD.

When the employee submits an application for PFML benefits, the employee must provide information sufficient for ESD to determine eligibility for benefits. This information includes, but is not limited to, information identifying the employee, the type and anticipated duration of PFML, as well as certification or documentation to validate the qualifying event. If the employee is in a claim year and has need for successive periods of benefits for the same qualifying event beyond what was originally approved, the employee must update the application. If the employee experiences a new qualifying event during a claim year, the employee must reopen the claim and provide additional information required by ESD before benefits can be paid. Any time the employee applies for PFML benefits, the application must be supported by documentation or certification as required by applicable law. For example, when PFML is taken because of the employee's own serious health condition or the serious health condition of a family member, medical certification from a health care provider will be required. However, the employee does not need to obtain medical certification during the six (6)-week postnatal period.

The ESD is solely responsible for determining if an employee is eligible for benefits.

Supplemental Benefits During PFML

The Company does not offer supplemental benefits to employees who are receiving PFML.

Job Benefits and Protection

Employees' eligibility for health insurance benefits while using PFML depends upon the terms of the insurance plan and/or the employees' use of FMLA, if applicable. If

Employees are eligible to maintain their health coverage during PFML leave, Employees who contribute to the cost of their health insurance must continue to pay their portion of the premium cost while on PFML.

Employees who return from PFML generally will be restored to a same or equivalent job if the Company has 50 or more employees and the employee has worked for the Company for at least 12 months and has worked 1,250 hours in the 12 months before taking PFML (about 24 hours per week, on average). Otherwise, Employees taking PFML are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws.

The use of PFML cannot result in the loss of any employment benefits that accrued prior to the start of PFML.

FMLA Concurrent with PFML

Any time off for PFML purposes will run concurrently with FMLA, if applicable, with the exception of any leave for sickness or temporary disability because of pregnancy or childbirth, which is in addition to leave under PFML. Please see the "Family and Medical Leave" policy for eligibility requirements under the FMLA and see the "Pregnancy and Childbirth Leave" policy for eligibility requirements for pregnancy leave.

Questions and/or Complaints about PFML

The Company is prohibited from discriminating or retaliating against employees for requesting or taking PFML.

For more information on PFML, employees may go to paidleave.wa.gov or speak with Human Resources.

40-7 Leave for Victims of Domestic Violence

If the employee or the employee's family member is a victim of domestic violence, the employee may be eligible to take reasonable, unpaid time off from work for one or more of the following reasons:

- seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or a family member including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;

- seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking, or to attend to health care treatment for a victim who is a family member;
- obtain or assist a family member in obtaining services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
- obtain or assist a family member in obtaining mental health counseling related to an incident of domestic violence, sexual assault or stalking, in which the employee or family member was a victim of domestic violence, sexual assault or stalking; or
- participate in safety planning, temporarily or permanently relocate or take other actions to increase personal safety or that of family members from future domestic violence, sexual assault or stalking.

Employees may elect to use any sick leave or other paid time off for leave pursuant to this policy. Leave may take the form of reasonable unpaid leave from work, intermittent leave or leave on a reduced leave schedule.

Employees wishing to take leave pursuant to this policy must give advance notice of their intention to take leave. When advance notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault or stalking, the employee or a designee must give notice no later than the end of the first day on which such leave is taken.

Verification of the need for leave may be required.

40-8 Pregnancy and Childbirth Leave

Employees are eligible to take unpaid leave for the actual period of time that they are sick or temporarily disabled because of pregnancy, childbirth or related medical conditions.

Any employees wishing to request leave because of a pregnancy-related disability must provide appropriate medical certification.

This leave is available regardless of whether the employee qualifies for leave under the Company's Family & Medical Leave policy. This leave does not count towards the employee's leave entitlement, if any, under the Washington State Paid Family and Medical Leave Act (PFML), but FMLA leave will run concurrently with this leave.

During this leave, employees must use any applicable paid time off benefits that they have available to cover some or all of the absence. Otherwise, the leave will be unpaid. Group

health and other benefits will be handled in the same manner as for any other similar pregnancy or non-pregnancy related absence.

If employees take this leave only for the actual period of disability, as certified by their health care provider, then they ordinarily will be allowed to return from this leave to the same job they held when the leave began or to a similar job of at least the same pay. Exceptions to this general rule will be made only if the Company has a business necessity to do otherwise.

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

Section 41 - Wisconsin Addendum

41-1 Organ and Bone Marrow Donor Leave

Employees may take up to six (6) weeks of unpaid leave in a 12-month period for the purpose of serving as bone marrow or organ donors. Leave may only be taken for the period necessary to undergo and recover from the bone marrow or organ donation procedure.

In order to take leave to serve as a bone marrow or organ donor, employees must provide the Company with advance notice of the bone marrow or organ donation in a reasonable and practicable manner. Employees must make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the Company's operations (subject to the approval of the bone marrow or organ recipient's health care provider).

Employees may substitute paid time off while taking otherwise unpaid leave under this policy, and the substitution of paid time does not extend the length of leave under this policy. If applicable, this leave also will run concurrently with FMLA and/or applicable state law.

If applicable, the Company will maintain group health insurance coverage under the conditions that applied immediately before the leave began. In these cases, the Company reserves the right to require the employee to have in escrow with the Company an amount equal to the entire premium or similar expense for eight (8) weeks of the employee's group health insurance coverage (which may be paid in equal installments at regular intervals over at least a 12-month period and which the Company will deposit in an interest-bearing account).

The Company may require certification issued by a health care provider (of either the employee or the bone marrow/organ recipient, as appropriate) which indicates:

- the recipient has a serious health condition that necessitates a bone marrow or organ transplant;
- the employee is eligible and has agreed to serve as a bone marrow or organ donor for the recipient; and
- the amount of time expected to be necessary for the employee to recover from the bone marrow or organ donation procedure.

When employees return from bone marrow and organ donation leave, the Company will return them to the position they held immediately before going on leave or, if that

position is not available, to an equivalent position with equivalent compensation, benefits, working shift, hours of employment and other terms and conditions of employment. If the employee wishes to return to work before the end of the leave as scheduled, the Company will return the employee to the same or a similar position (as described above) within a reasonable time (not to exceed the duration of the originally scheduled leave).

When employees end their employment with the Company, any payments in escrow (as described above) will be returned to them. If employees end their employment during or within 30 days after taking bone marrow and organ donation leave, the Company reserves the right to deduct from the amount returned to the employee any premium or similar expense paid for the employee's group health insurance coverage while the employee was on leave under this policy.

41-2 Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Wisconsin Family and Medical Leave Act ("WFMLA"). This policy provides employees information concerning FMLA and/or WFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or WFMLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

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

WFMLA leave is available to "WFMLA eligible employees." To be a WFMLA eligible employee, the employee must: 1) have worked for the Company for at least 52 consecutive weeks and have worked at least 1,000 hours in the 52 weeks preceding the commencement of leave; **and** 2) be employed by an employer that has 50 or more employees.

II. Entitlements

As described below, the FMLA and WFMLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and WFMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The WFMLA provides eligible employees up to six (6) weeks of unpaid leave during a calendar year if the leave is due to childbirth or adoption, an additional two (2) weeks of leave for the employee's serious health condition, and an additional two (2) weeks to care for a parent, spouse, son or daughter with a serious health condition (employees, however, are entitled to no more than a total of eight (8) weeks of family/medical unpaid leave, not to exceed 10 weeks within the 12-month period under the WFMLA - see further information below).

For WFMLA the 12-month period is measured by a calendar year from January 1 to December 31.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse (or domestic partner WFMLA only), son, daughter or parent (and under the WFMLA parent-in-law) who has a **serious health condition**;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job); and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country. (FMLA only).

Under the FMLA, a **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or

continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the WFMLA, a **serious health condition** means a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, nursing home or hospice, or out-patient care that requires continuing treatment or supervision by a health care provider.

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

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)

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

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

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

C. Intermittent Leave and Reduced Leave Schedules

FMLA and/or WFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member (both FMLA and WFMLA) or the serious injury or illness of a covered servicemember (FMLA only) or birth or adoption (WFMLA only).

D. No Work While on Leave

The taking of another job while on FMLA/WFMLA or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

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

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions, including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of WFMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under WFMLA.

G. Notice of Eligibility for, and Designation of, FMLA and WFMLA Leave

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

The Company may retroactively designate leave as FMLA and/or WFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or WFMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or WFMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or WFMLA leave. **[Note: There is always risk with retroactive designations.]**

III. Employee FMLA and/or WFLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or WFMLA leave must timely notify the Company of their need for FMLA and/or WFMLA leave. The following describes the content and timing of such employee notices:

1. Content of Employee Notice

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

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- a covered family member (including domestic partner and parent-in-law under WFMLA) are under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;

- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially leave-qualifying.

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

2. Timing of Employee Notice

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

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employees' health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered

servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, to the extent permitted by law.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

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

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

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee, to the extent permitted by applicable law.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, the employee returning to work from leave that was taken because of their own serious health conditions that made the employee unable to perform their job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation, to the extent permitted by law. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting

forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and WFMLA Leave

Employees may use any accrued paid time while taking unpaid FMLA leave. Employees may elect to use any accrued paid time while taking unpaid WFMLA leave. The substitution of paid time for unpaid FMLA and/or WFMLA leave time does not extend the length of FMLA and/or WFMLA leaves and the paid time will run concurrently with the employee's FMLA and/or WFMLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/WFMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/WFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be

dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/WFMLA Leave with Other Leave Policies

The FMLA and WFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/WFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/WFMLA Leave

If you have questions regarding this FMLA/WFMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/WFMLA.

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

41-3 Leave for Emergency Responders

Eligible employees who are volunteer firefighters, emergency medical technicians, first responders or ambulance drivers for a volunteer fire department, a public agency or a nonprofit corporation (“volunteer provider”) are eligible for unpaid leave to respond to an emergency prior to the time they are to report to work.

Employees who become a member of a volunteer provider must notify the Company in writing within 30 days that they are a volunteer firefighter, emergency medical technician, first responder or ambulance driver. Additionally, if the employee's status changes, including termination of that status, the employee must notify the Company of the change in status.

Employees who are going to be late or absent from work due to an emergency that involves their service as a volunteer firefighter, emergency medical technician, first responder or ambulance driver, must make every effort to notify the Company that they may be late or absent from work due to the emergency. If prior notification is not possible, the employee must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service explaining why prior notification was not possible. Following being late or absent from work due to responding to an emergency, employees must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service certifying that they were responding to an emergency and indicating the date and time of the response to the emergency.